CRYSTAL RUIZ, MAYOR
CLARISA SANCHEZ, MAYOR PRO TEM
PHIL AYALA, COUNCILMEMBER
ALONSO LEDEZMA, COUNCILMEMBER
VALERIE VANDEVER, COUNCILMEMBER

REGULAR MEETING AGENDA
CITY COUNCIL OF THE CITY OF SAN JACINTO
TUESDAY, AUGUST 4, 2026
6:30 PM OPEN SESSION

COMMUNITY CENTER
625 S. PICO AVENUE
SAN JACINTO, CA 92583
951-487-7330

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the office of the City Clerk at 951-487-7330 ext. 339. Notification 48 hours prior to a meeting will enable the City to make reasonable arrangements to ensure accessibility to that meeting [28 CFR 35.102.35.104 ADA Title II].

The City Council meeting may be observed virtually by accessing https://horizon.agendalink.app/engage-v2/sanjacintoca/agendas and selecting the “Watch” button next to the corresponding agenda for the meeting date, or in person at the San Jacinto Community Center.

Public Comments will only be accepted in person during the meeting or in writing to the City Clerk no later than 3:00 PM on the day of the meeting.

Watch the Meeting (Official Livestream)
The official way to watch and listen to the City Council meeting is through the City's AgendaLink livestream by selecting the **"Watch"** option for the applicable meeting on the City's website.

Provide Live Public Comment by Telephone
Members of the public wishing to provide live public comment may participate by telephone using the Microsoft Teams dial-in information below. The telephone line is intended **only** for individuals who wish to address the City Council during the designated Public Comment period.

Dial in by phone:
+1 (951) 465-7684
Conference ID: 444 922 998#

Public Comment Workflow

When the Mayor opens the Public Comment portion of the meeting, the process will be as follows:

- Members of the public will call the Teams dial-in number and wait in the Teams lobby.
- Callers should remain in the Teams lobby until the applicable Public Comment period opens. They should not be admitted before the Mayor opens Public Comment.
- The Clerk will admit one caller at a time from the lobby as they are ready to speak. If multiple callers are waiting, they should remain in the lobby until it is their turn.
- Once admitted, callers should be able to speak. If necessary, the Clerk can unmute the caller.
- The Mayor will recognize the caller, and the caller should first state their name for the record before providing their public comment.
- Each caller will have up to three (3) minutes to speak.
- After completing their comments, callers may either hang up, or the Clerk may remove them from the meeting before admitting the next speaker.

Written public comments ***may only be submitted via email*** to comments@sanjacintoca.gov or by hard copy to the Office of the City Clerk at 595 S. San Jacinto Ave., San Jacinto, CA 92583, no later than 3:00 p.m. on the day of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted. Please identify the agenda item number and "PUBLIC COMMENT" in the subject line of the email or hard copy document. All written correspondence received by the 3:00 p.m. deadline will be distributed to the legislative body prior to the meeting and retained with the official meeting record. All email comments shall be subject to the same rules as would otherwise govern in-person speaker comments at the Council meeting.

Reading of Public Comments: The City Clerk will read all email comments, provided that the reading shall not exceed three (3) minutes or such other time as the Council may provide, consistent with the time limit for speakers at a Council meeting. The email comments submitted shall become part of the record of the Council meeting.

1. ORGANIZATION

1.1 Roll Call

1.2 Invocation

1.3 Pledge of Allegiance

1.4 Mayor/Council Member Reports

1.5 Late Items

2. PUBLIC COMMENTS

3. CONSENT CALENDAR

A. City Council

A1. Waiver of Full Reading of Ordinance(s), and Reading by Title Only

A2. Opposition to Senate Bill 1379 Regarding the Separation of the Riverside County Sheriff's Office and Coroner's Bureau

RECOMMENDATION

The Riverside County Sheriff's Office recommends that the City Council:

— 1. APPROVE a letter opposing Senate Bill 1379; and

— 2. AUTHORIZE the Interim City Manager to transmit the signed letter on behalf of the City Council.

A3. Second Reading and Adoption of Ordinance No. 26-04, A Change of Zone for the Chacon Farm Project

RECOMMENDATION:

Staff recommends that the City Council:

— 1. DETERMINE that the Project was previously analyzed in the Mitigated Negative Declaration (MND) for the Chacon Farms Project (SCH# 2025101241) adopted on July 21, 2026, per Section §15162 of the California Environmental Quality Act (CEQA) Guidelines, and no further review is required.

— 2. CONDUCT the Second Reading and ADOPTION of Ordinance No. 26-04 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, APPROVING CHANGE OF ZONE PLAN23-0005, CHANGING THE ZONING FROM RESIDENTIAL RURAL (RR) TO RESIDENTIAL LOW DENISTY (RL) LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE.

A4. Use of ARPA Funds CY 26 Q2

RECOMMENDATION:

Staff recommends that the City Council RECEIVE and FILE the report of the ARPA funds.

4. PUBLIC HEARING

4.1 Resolution Adopting a Schedule of Water Rate Adjustments Effective January 1, 2027 through and including January 1, 2031

RECOMMENDATION:

Staff recommends that the City Council:

— 1. ADOPT Resolution No. 4144 Adopting Findings and Determinations Regarding Exhaustion of Administrative Remedies and to Proceed with Public Hearing;

— 2. CONDUCT a Public Hearing; and

— 3. ADOPT Resolution No. 4145 Adopting a Schedule of Water Rate Adjustments Effective January 1, 2027 through and including January 1, 2031 and Making CEQA Findings.

4.2 Resolution Adopting a Schedule of Sewer Rate Adjustments Effective January 1, 2027 through and including January 1, 2031

RECOMMENDATION:

Staff recommends that the City Council:

— 1. ADOPT Resolution No. 4146 Adopting Findings and Determinations Regarding Exhaustion of Administrative Remedies and to Proceed with Public Hearing;

— 2. CONDUCT a Public Hearing; and

— 3. ADOPT Resolution No. 4147 Adopting a Schedule of Sewer Rate Adjustments Effective January 1, 2027 through and including January 1, 2031 and Making CEQA Findings.

5. DISCUSSION ITEMS

5.1 1st Street Improvements from Ramona Boulevard to San Jacinto Avenue (CIP #26-005)

RECOMMENDATION:

Staff recommends that the City Council:

— 1. APPROVE the plans and specifications for the 1st Street Improvements from Ramona Boulevard to San Jacinto Avenue (CIP# 26-005);

— 2. AWARD the construction contract to the lowest responsible bidder submitting a responsive bid, LC Paving & Sealing, Inc., for the sum of $270,093.50;

— 3. ALLOCATE 15% ($40,514.03) of total bid for construction contingencies;

— 4. ALLOCATE 18.5% ($49,967.30) of total bid for construction administration, inspection, equipment procurement, and testing;

— 5. APPROPRIATE an additional $144,800.04 from Measure "A" Fund 022 to CIP #26-005; and

— 6. AUTHORIZE the Interim City Manager to execute the construction contract.

6. FUTURE REQUESTS FROM CITY COUNCIL TO CITY MANAGER

7. ADJOURNMENT

DOCUMENTS RELATED TO OPEN SESSION AGENDAS (SB343) - Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the public counter located in the Administration Building of City Hall, 595 S. San Jacinto Avenue, San Jacinto, CA 92583.

I, Julia Espinoza, City Clerk of the City of San Jacinto, do hereby certify that I caused to be posted the foregoing agenda this July 30, 2026 as requested by law.

Julia Espinoza, City Clerk
Posted Date: July 30, 2026

Date Posted: July 30, 2026

August 4, 2026

TO:	City Council
REQUESTED BY:	James Burton, Chief of Police
APPROVED BY:	Travis Randel, Interim City Manager
SUBJECT:	Opposition to Senate Bill 1379 Regarding the Separation of the Riverside County Sheriff's Office and Coroner's Bureau

RECOMMENDATION:

The Riverside County Sheriff's Office requests that the City Council:

1. **APPROVE** a letter opposing Senate Bill 1379; and
2. **AUTHORIZE** the City Manager to transmit the signed letter on behalf of the City Council.

BACKGROUND:

The City contracts with the Riverside County Sheriff's Office for law enforcement services. The Sheriff's Office has requested that the City formally oppose Senate Bill 1379, which would require Riverside County to separate the Coroner's Bureau from the Sheriff's Office and establish it as an independent county department.

Because the requested action involves the City taking a formal position on pending state legislation, the matter is being presented to the City Council for consideration.

DISCUSSION:

The Riverside County Sheriff's Office currently operates as an integrated organization in which deputies, investigators, and Coroner's Bureau personnel coordinate investigations involving suspicious, unattended, or traumatic deaths. The Sheriff's Office has expressed concern that establishing a separate Coroner's Department could create additional administrative structures, duplicate existing functions, increase costs, and reduce operational efficiency.

The proposed opposition letter identifies several potential impacts of SB 1379, including:

- Reduced coordination among deputies, homicide investigators, and coroner personnel;
- Delays in response and decision-making resulting from separate administrative and command structures;
- Less direct communication and accountability between the City and the agencies responsible for public safety and death investigations;
- Disruption to coordinated communication with victims' families; and
- Increased local costs associated with duplicating personnel, facilities, administrative services, and operational support.

The letter also notes that the Riverside County Executive Office recently reviewed the potential separation of the Sheriff's Office and Coroner's Bureau and concluded that separation would increase costs, duplicate services, and reduce efficiency.

Approval of the attached letter would formally communicate the City Council's opposition to SB 1379 and request a "NO" vote from the Legislature.

FISCAL IMPACT:

There is no direct fiscal impact associated with approving and transmitting the opposition letter. The letter expresses concern that implementation of SB 1379 could increase county costs and potentially affect the cost or level of services provided to contract cities.

Attachments

SB 1379 (Cervantes) – OPPOSE.pdf

CITY OF
SAN JACINTO

CRYSTAL RUIZ, MAYOR
CLARISA SANCHEZ, MAYOR PRO TEM
PHILLIP AYALA, COUNCILMEMBER
ALONSO LEDEZMA, COUNCILMEMBER
VALERIE VANDERVER, COUNCILMEMBER
TRAVIS RANDEL, INTERIM CITY MANAGER

August 4, 2026

The Honorable Senator Cervantes
and Members of the Assembly

RE: SB 1379 (Cervantes) – OPPOSE

Dear Senator Cervantes and Honorable Members of the Assembly:

On behalf of the City of San Jacinto, we respectfully oppose SB 1379. Our city contracts with the Riverside County Sheriff's Office for law enforcement services. As a contract city, we depend upon an integrated Sheriff's Office that provides seamless public safety services to our residents, including the close coordination that currently exists between deputies, investigators, and the Coroner's Bureau following suspicious, unattended, or traumatic deaths.

SB 1379 would fundamentally alter that relationship by removing the Coroner from the Sheriff's Office and creating a separate county department. While the stated purpose of the bill is to increase public confidence, we are concerned that it will instead create additional bureaucracy, duplicate administrative functions, and reduce the efficiency that our residents currently receive.

Our City is particularly concerned that separating these functions may impact:

- Timely coordination between deputies, homicide investigators, and coroner personnel during death investigations.
- Response times resulting from an additional layer of government and separate administrative command structures.
- Direct communication and accountability for our City Council, city management, and residents, who currently work through a single Sheriff's organization to address public safety concerns.
- Communication with victims' families, who currently benefit from coordinated case management and established relationships within the Sheriff's Office.
- Increased local costs resulting from the duplication of personnel, facilities, administrative services, and operational support.

The Riverside County Executive Office recently completed an extensive review of this issue and concluded that separating the Sheriff's Office and Coroner would increase costs, duplicate services, reduce efficiency, and would not be in the best interests of the County. We are concerned that SB 1379 disregards those findings while imposing a county-specific mandate that will directly affect the level of service our residents receive.

Public safety is strongest when local governments retain the flexibility to organize services in the manner that best serves their communities. Decisions regarding the structure of county public safety services should remain local whenever possible, particularly where existing statewide reforms are already being implemented to address concerns surrounding in-custody deaths.

For these reasons, the City of San Jacinto respectfully requests your "NO" vote on SB 1379.

Sincerely,

_____	_____	_____
Crystal Ruiz Mayor	Clarissa Sanchez Mayor Pro Tem	Phil Ayala Councilmember
_____	_____	
Alonso Ledezma Councilmember	Valerie Vandever Councilmember	

August 4, 2026

TO:	City Council
REQUESTED BY:	Yaneli Hernandez, Senior Planner
APPROVED BY:	Travis Randel, Interim City Manager
SUBJECT:	Second Reading and Adoption of Ordinance No. 26-04, A Change of Zone for the Chacon Farm Project

RECOMMENDATION:

Staff recommends that the City Council:

1. **DETERMINE** that the Project was previously analyzed in the Mitigated Negative Declaration (MND) for the Chacon Farms Project (SCH# 2025101241) adopted on July 21, 2026, per Section §15162 of the California Environmental Quality Act (CEQA) Guidelines, and no further review is required.
2. **CONDUCT** the Second Reading and **ADOPTION** of **Ordinance No. 26-04** entitled: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, APPROVING CHANGE OF ZONE PLAN 23-0005, CHANGING THE ZONING FROM RESIDENTIAL RURAL (RR) TO RESIDENTIAL LOW DENSITY (RL) LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE**

BACKGROUND:

On July 21, 2026, following a duly noticed public hearing, the City Council adopted a Mitigated Negative Declaration (SCH #2025101241) for the Chacon Farms project. In addition, the City Council also adopted **Resolution No. 4138** approving a General Plan Amendment to change the land use designation from Very Low Density Residential to Low Density Residential, adopted **Resolution No. 4141** approving a Planned Development Permit and Tentative Tract Map 39076, and introduced **Ordinance No. 26-04** to change the Zone from Rural Residential (RR) to Residential Low Density. The adoption of the resolutions and the introduction of **Ordinance No. 26-04**, were approved by a unanimous vote of 4 ayes to 0 nays (Ayes: Ruiz, Sanchez, Ledezma, Vandever; Absent: Ayala).

While the resolutions are effective immediately upon adoption, the associated ordinance requires both a first reading (introduction) and a second reading (adoption) and becomes effective 30 days after adoption. If approved on second reading by the City Council, **Ordinance No. 26-04** would take effect September 3, 2026. The proposed ordinance implements the corresponding zone change to ensure consistency between the applicable Titles of the Municipal Code and the General Plan.

FISCAL IMPACT:

There is no impact to the General Fund by approving the project.

Attachments

Ordinance_26-04.pdf
City_Council_Staff_Report_7212026.pdf

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

ORDINANCE NO. 26-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, APPROVING ZONE CHANGE PLAN23-0005, CHANGING THE ZONING FROM RESIDENTIAL RURAL (RR) TO RESIDENTIAL LOW DENSITY (RL) LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE

WHEREAS, Change of Zone Case PLAN23-0005 was filed, together with General Plan Amendment PLAN23-0004, (”Applications”) for the Chacon Farms project in order to establish a higher density residential development; and

WHEREAS, the requested Zone Change PLAN23-0005 would change the zoning designation of the Subject Site from Residential Rural (RR) to Residential Low Density (RL) (the “Zone Change”); and

WHEREAS, a Mitigated Negative Declaration for the proposed Project (“MND”) was circulated between October 28, 2025 and November 27, 2025; and

WHEREAS, the MND analyzed the impacts related to the proposed Zone Change; and

WHEREAS, in accordance with Public Resource Code section 21080.3.1, on February 21, 2024, the City sent letters to the California Native American Tribes that had previously requested to be informed by the City through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe, for the purpose of informing these tribes about the Project, and the City provided a 30-day period for the representative of the tribe to request formal consultation; and

WHEREAS, in accordance with Government Code Section 62352.3, on February 21,2024 the City sent letters to the California Native American Tribes that are on the contact list maintained by the Native American Heritage Commission, for the purpose of informing these tribes about the Project and providing a 90-day period for the representative of the tribe to request formal consultation. Subsequently the City redistributed a SB 18 letter on February 4, 2026 for tribes that were inadvertently omitted from the distribution list; and

WHEREAS, the City received a request for consultation from the Soboba Tribe of Luiseno Indians, which occurred on April 4, 2024 and resulted in conditions included in the conditions of approval; and

WHEREAS, the City received a request for consultation from the Agua Caliente Band of Cahuilla Indians, which occurred on March 4, 2024 and resulted in deferring to Soboba Tribe of Luiseno Indians; and

WHEREAS, entitlements for the Project include the Zone Change which requires the Planning Commission to hold a public hearing and recommend to the City Council that the proposed Zone Change be approved, disapproved, or conditionally approved.

WHEREAS, on March 14, 2026, the City gave public notice of the Planning Commission public hearing for consideration of the Zone Change by advertising in a newspaper of general circulation; by posting notices at City Hall and by mailing notices to owners of property within 300 feet, of the Project, and to local agencies that provide water, sewage, electricity and schools; and

WHEREAS, on March 24, 2026, the Planning Commission conducted a duly-noticed public hearing to consider Project approvals, at which hearing members of the public were afforded an opportunity to comment on the Zone Change, and the Planning Commission adopted a resolution recommending that the City Council approve the Zone Change, as conditioned; and

WHEREAS, on June 27, 2026, the City gave public notice of the City Council public hearing for consideration of the Zone Change by advertising in a newspaper of general circulation; by posting notices at City Hall; and by mailing notices to owners of property within 300 feet of the Project, and to local agencies that provide water, sewage, electricity and schools; and

WHEREAS, on July 21, 2026 the City Council conducted a duly-noticed public hearing and considered evidence concerning the Zone Change.

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF SAN JACINTO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above are true and correct and are incorporated herein by reference.

SECTION 2. Findings: The City Council hereby finds that the Zone Change is compatible with the objectives, policies, and General Plan land use programs specified in the General Plan, as amended by the Application, for the following reasons:

a. The proposed Zone from Rural Residential (RR) to Residential Low Density (RL) will further the intent of the General Plan by providing a variety of new housing opportunities that will complement surrounding uses of primarily residential developments. Specifically, the Change of Zone will continue to allow the development of residences on the project site with a density range of 2.1 to 7 dwelling units to the acre in lieu of the current density range of 0-2 dwelling units to the acre with the Low Density Residential (LDR) designation. With proposed Change of Zone, the proposed project will conform with the goals and policies of the General Plan, including the applicable goals and policies of the Land Use Element and Housing Element, as detailed below:

Land Use Goal 1: A community with a land use plan that accommodates a mix of uses to meet current and future needs. Specifically implementing policy 1.3 & 1.6

- The Project supports Policy LU-1.3 by increasing the City' s housing supply within an established growth area and contributing toward the City's Regional Housing Needs Allocation (RHNA). The Project includes 419 single-family residential units within the allowable density range of the Low Density Residential designation, helping to meet current and future housing needs.

- The Project is consistent with Policy LU-1.6 through the incorporation of multiple neighborhood parks, open space areas, and an interconnected system of pedestrian paseos. These features provide accessible recreational opportunities and functional gathering spaces for future residents.

Land Use Goal 2: A City that manages and directs growth so that the community and its neighborhoods are protected and enhanced. Specifically implementing policy 2.1 & 2.2

- The Project supports Policies LU-2.1 and LU-2.2 by promoting an orderly and coordinated pattern of development that is compatible with surrounding residential uses. The Project site is adjacent to existing and planned residential neighborhoods and proposes a density that is consistent with the Low Density Residential designation.

- The Project includes an interconnected circulation network designed to improve internal connectivity, provide efficient vehicular and pedestrian access, and enhance access to on-site open space and neighborhood amenities. The Project also provides connectivity to the Class I multi-use path along Esplanade Avenue, supporting multimodal access.

- The Project provides a balanced distribution of open space and recreational amenities throughout the site, ensuring that residents have convenient access to neighborhood parks and contributing to the overall quality and livability of the community.

The Project has been reviewed for consistency with applicable infrastructure and service requirements and will coordinate with appropriate service providers, including Eastern Municipal Water District, to ensure adequate utilities and public services are provided.

Based on the foregoing, the proposed Change of Zone is internally consistent with the goals, policies, and land use framework of the General Plan and will not create inconsistencies with other provisions of the Plan.

Health, Safety and Welfare. The proposed Change of Zone will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will instead facilitate development of a planned residential community consistent with the General Plan and Development Code. The proposed Project furthers this consistency by promoting public health and safety through a planned layout that emphasizes pedestrian safety and encourages physical activity and well-being, with four community parks connected by an integrated network of pathways providing residents a range of social and recreational opportunities. With the support of the General Plan Amendment and Zoning Map Amendment, the Project will further support and promote the general welfare of San Jacinto residents by encouraging walkability, community engagement, integrated open space, pedestrian safety, and an active lifestyle, with the integrated community parks and connecting path network facilitating recreation and socialization.

b. **The proposed amendment is consistent with the General Plan and any applicable specific plan;**

The proposed Change of Zone from Rural Residential (RR) to Residential Low Density (RL) is consistent with the General Plan with the adoption of the proposed General Plan Amendment. The RL zoning designation is the implementing zone for the Low Density Residential (LDR) General Plan land use designation and will ensure consistency between the General Plan and Zoning Map. The Project site is not located within a Specific Plan area; therefore, no Specific Plan applies.

c. **The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.**

The proposed Change of Zone will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment will facilitate the development of a planned residential community that is consistent with the General Plan and Development Code. The Project incorporates an interconnected circulation system, neighborhood parks, and pedestrian amenities that promote walkability and community interaction.

The Project has been reviewed by applicable City departments and service providers to ensure that adequate infrastructure and public services, including police, fire, utilities, and emergency access, are available to serve the site. As conditioned, the Project will not result in adverse impacts to the surrounding area and will support orderly and coordinated development.

d. **Additional findings for Zoning Map amendments**

i. **The affected site(s) is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.**

The Project site is physically suitable for the proposed Residential Low Density (RL) zoning designation in terms of design, location, shape, size, and operating characteristics. The site is of sufficient size and configuration to accommodate the proposed residential development, including internal circulation, open space, and required infrastructure.

The Project is located adjacent to existing and planned residential development and represents a logical extension of the surrounding land use pattern. The proposed street network is designed to provide adequate access for residents, service providers, and emergency response vehicles and will be subject to

review and approval by the City's Engineering Department and Riverside County Fire Department.

Adequate public services and utilities are available, or will be provided, to serve the Project, including potable water, wastewater, storm drainage, solid waste services, and schools. The Project has been reviewed by relevant agencies and departments to ensure that the proposed zoning and anticipated development will not endanger or otherwise constitute a hazard to surrounding properties or improvements.

SECTION 3. CEQA. The requirements of the California Environmental Quality Act have been satisfied in that an Initial Study and Mitigated Negative Declaration (together, "IS/MND") were prepared for the Project, including the Zone Change, and the City Council adopted the MND and the related Mitigation Monitoring and Reporting Program.

SECTION 4. Zone Change. The City Council hereby adopts this Ordinance approving Zone Change PLAN23-0005 to change the zoning designation of the Subject Site from Rural Residential (RR) to Residential Low Density (RL) as shown on the Map that is attached to this ordinance as Exhibit "B."

The City of San Jacinto Zoning Map, as amended by this ordinance, shall govern the zoning for the Subject Site. The development of the Subject Site, and all subsequent approvals, shall be in compliance with the Zoning applicable to the Subject Site now or in the future, to the extent other planning, zoning, land use, development, and development approval process regulations adopted by the City are applicable and not inconsistent or in conflict with the zoning designation for the Subject Site.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 595 S. San Jacinto Avenue, San Jacinto, CA 92583. The custodian for these records is the City Clerk.

SECTION 6. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such 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. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 7. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 8. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of San Jacinto, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Introduced at a regular meeting of the City Council on the 21st day of July 2026.

ORDINANCE NO. 26-04

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council on the 4th day of August 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

STATE OF CALIFORNIA) **ORDINANCE NO. 26-04**
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Ordinance No. 26-04 was introduced at a regular meeting of the City Council of the City of San Jacinto on the 21st day of July 2026. Ordinance No. 26-04 was passed, approved, and adopted by the City Council of the City of San Jacinto, California, at a regular meeting of the City Council held on the 4th day of August 2026:

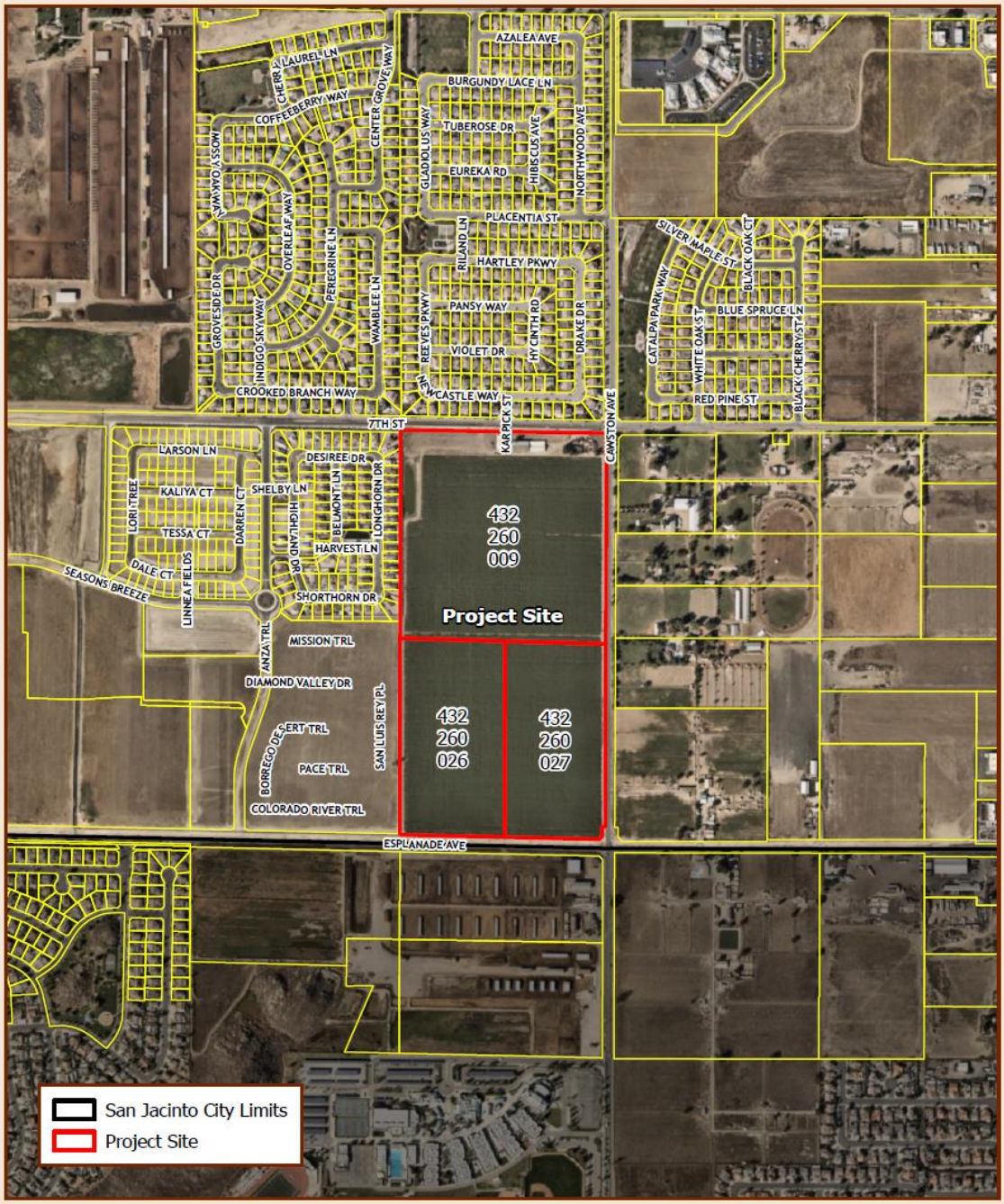
AYES:
NAYS:
ABSENT:
ABSTAIN:

WITNESS MY HAND AND OFFICIAL SEAL this 4th day of August 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

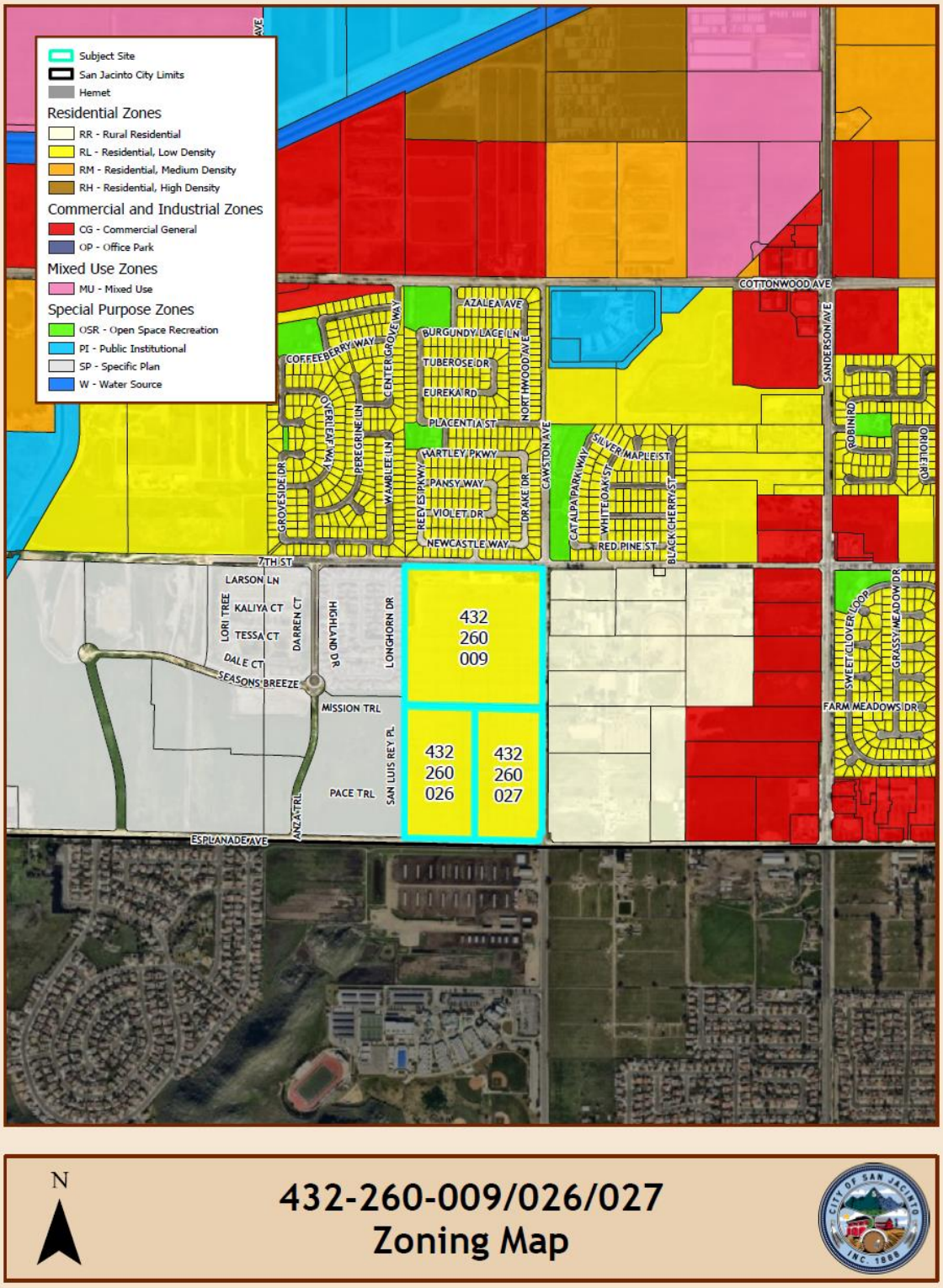
ATTACHMENTS:
Exhibit "A": Map of Subject Property
Exhibit "B": Zone Change Map

EXHIBIT A: Map of Subject Property



432-260-009/026/027
Location Map

EXHIBIT B: Zone Change Map



July 21, 2026

TO:	City Council
REQUESTED BY:	Yaneli Hernandez, Senior Planner
APPROVED BY:	Travis Randel, Interim City Manager
SUBJECT:	A proposal by Taylor and Clark Consulting on behalf of Chacon, LLC, to establish a master-planned residential development consisting of 419 dwelling units as well as the construction of onsite roadways, a detention basin, parks, and on-site landscaping on 73.97-net acres.

RECOMMENDATION:

The Planning Commission recommends that the City Council:

1. **DETERMINE** that the proposed Project will not have a significant effect on the environment with the incorporation of mitigation measures based on the findings set forth in the case record and **ADOPT** a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program, pursuant to the California Environmental Quality Act (CEQA);

2. **ADOPT Resolution No. 4138** to **ADOPT** the General Plan Amendment entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT PLAN23-0004 FROM VERY LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL FOR THE CHACON FARMS RESIDENTIAL DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE;

3. **INTRODUCE Ordinance No. 26-04** to **APPROVE** the Change of Zone entitled:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, APPROVING ZONE CHANGE PLAN23-0005, CHANGING THE ZONING FROM RESIDENTIAL RURAL (RR) TO RESIDENTIAL LOW DENSITY (RL) LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE; and

4. **ADOPT Resolution No. 4141** to **APPROVE** the Project entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PLAN23-0004) FROM VERY LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL, A CHANGE OF ZONE (PLAN23-0005) CHANGING THE ZONING FROM RESIDENTIAL RURAL (RR) TO RESIDENTIAL LOW DENSITY (RL), A PLANNED DEVELOPMENT PERMIT TO ESTABLISH A PLANNED RESIDENTIAL DEVELOPMENT WITH 419 DWELLING UNITS, AND TENTATIVE TRACT MAP 39076 TO SUBDIVIDE THE 73.97 ACRE PROPERTY LOCATED AT THE AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE.

DISCUSSION:

On March 24, 2026, the Planning Commission, after holding a Public Hearing, unanimously adopted PC **Resolution No. 26-01**, recommending that the City Council approve PROJ23-0029 (“Project”).

The Project is a proposal by Taylor and Clark Consulting on behalf of Chacon, LLC, to establish a master-planned residential development consisting of 419 homes as well as the construction of onsite roadways, detention basins, parks, and on-site landscaping on 73.97 net acres. To facilitate the development, the applicant submitted a General Plan Amendment (GPA), Change of Zone (CZ), Planned Development Permit (PDP), and Tentative Tract Map (TTM 39076) for review and approval. While most subdivisions are approved by the Planning Commission, projects that contain policy decisions, such as a GPA, CZ, and PDP, require review and approval of the City Council.

The Project site is located on the west side of Cawston Avenue, extending between Seventh Street and Esplanade Avenue. The project site is currently occupied by Chacon Farms and Bruno Ranches agricultural operations, which includes two single-family residences occupied by caretakers. The project site is surrounded by residential uses to the north and east, residential and agricultural uses to the west, and a dairy farm to the south. The current General Plan Land Use Designation is Very Low Density Residential, and the current Zone is Rural Residential. The existing designations allows a maximum of 2 units per gross acre (151 dwelling units for the project site).

The proposed General Plan Amendment designation is Low Density Residential (LDR) and the proposed zoning is Residential Low Density (RL). The LDR and RL designations allow residential uses with densities ranging from 2.1 to 7 dwelling units per acre. This change is necessary to allow the developer to meet their project objectives to construct homes on smaller-lots, with a denser product type than is currently permitted on the site. The proposed designations are compatible with all the surrounding land uses and consistent with the character and density of the development north and west of the project. If adopted, the General Plan Amendment and Change of Zone would allow a minimum of 158 units and a maximum of 529 units.

Subdivision

TTM 39076 consists of 419 individual lots, ranging in size from 3,700 to 7,900 square feet. The subdivision would also establish internal roadways, basins, and designated open space and park areas. Two vehicular access points are planned, which include an east-west oriented roadway from Cawston Avenue, which borders the development to the east, and a north-south oriented roadway that connects to Seventh Street which borders the project to the north. These two proposed entrance roadways lead to a network of internal streets within the tract that ensure appropriate access to every facet of the development, including all homes, parks and basins. The new roads will be private streets that include curb, gutter, sidewalks and streetlights. The internal roads will be private streets, maintained by an Homeowners Association (HOA) with parking allowed on one side of each street.

The recommended conditions of approval require the applicant to widen Seventh Street and Cawston Avenue and install improvement to each roadway that include curb, gutter, sidewalk, streetlights and landscaping. In addition, to ensure that nearby intersections will operate at acceptable levels with the additional traffic created, traffic signals will be required at the intersections of Cawston Avenue and Seventh Street as well as Cawston Avenue and Cottonwood Avenue. The Engineering and Fire Department have reviewed the project to ensure it meets all access and circulation requirements.

Frontage improvements, including curb, gutters and sidewalks, along Esplanade Avenue, which borders the project site to the south, will be constructed as part of the City’s adopted Capital Improvement Program (CIP), which includes the widening of Esplanade Avenue from Warren Road to Sanderson Avenue. The CIP project also include a traffic signal at the intersection at Cawston Avenue and Esplanade Avenue and therefore it is not a required condition of approval. However, the Developer will be required to install the street lights and landscaping improvements along Esplanade Avenue, which are not covered by the City's CIP Project.

Planned Development Permit (PDP)

A PDP is also proposed as part of the Project to support the ultimate development of the subdivision. The PDP provides for a more efficient use of the land and a better living environment and also encourages enhanced amenities. The PDP incorporates the following design features and improvements to facilitate the proposed community:

- Five different architectural styles for the homes with nine color schemes;
- A dual park and basin feature that provides both recreation space and functional stormwater infrastructure;
- Play equipment and design elements that reflect the agricultural character of the surrounding area;
- A coordinated landscape palette that complements the architectural character of the surrounding area;
- Decorative perimeter walls with stone veneer pilasters, enhanced with landscaping and vines;
- Tubular steel fencing with split-face block pilasters at the water quality basin;
- An enhanced entry feature along Cawston Avenue with accent landscaping and 24-inch box trees;
- A paseo connection to Esplanade Avenue providing pedestrian access to and from the community;
- Architectural design standards that exceed minimum Development Code requirements, including five floors plans with multiple elevation types and varied materials such as siding, brick and stone veneer, clay tile elements, and enhanced widow treatments.

The PDP also allows deviations from some of the Development Standards of the RL zone. The modifications to the development standards ensure a more efficient use of the project site, while remaining consistent with the Goals and Policies of the General Plan, and market trends. The applicable standards are listed in the table below:

Development Feature	RL Zone Development Code	Proposed	Proposed Modific
Density	2.1-7.0 DU/AC	5.53 DU/AC	No
Parcel Area (Net)	5,000 sq. ft.	3,717 sq. ft.	Yes
Parcel Width Interior	50 ft.	45 ft.	Yes
Parcel Width Corner	70 ft.	25 ft.	Yes
Parcel Depth	100 ft.	60 ft.	Yes
Setback Front of Building	20 ft.	10 ft.	Yes
Setback to Front of Garage	N/A	20 ft.	N/A
Setback (Interior)	5 ft.	4 ft.	Yes

Setback Street Side	10 ft.	5 ft.	Yes
Setback Rear	20 ft.	10 ft.	Yes
Rear with Slope	20 ft.	10 ft.	Yes
Lot Coverage - Structure	55%	60%	Yes
Primary Structure Height	35 ft.	35 ft.	No

Proposed Homes

The proposed residential units would include 4 to 5 bedrooms, and optional loft spaces within specific floor plans. The development includes one- and two-story homes inspired by an agrarian architecture. The homes would range in size from approximately 1,758 to 3,025 square feet, providing a variety of housing options capable of meeting the needs of different household types and lifestyles. All homes would include a two-car garage as well as driveways that can accommodate additional parking.

PLANNING COMMISSION:

On March 24, 2026, the Planning Commission conducted a Public Hearing for the proposed project. During the hearing, Staff recommended the modification of condition #79 and condition #108 requiring that the Development Impact Fees be subject to the provisions of the enabling ordinance and based upon the fee schedule in effect on the Vesting Date (3/31/2026). At the close of the Public Hearing, the Planning Commission unanimously adopted PC **Resolution No. 26-01** (5-0 in favor), recommending that the City Council approve the project with the revised Conditions of Approval (attached).

Following Planning Commission review, staff added **Condition No. 88** to the Conditions of Approval to require the applicant to construct a new traffic signal at the intersection of Seventh Street and Cawston Avenue. Although the Planning Commission staff report identified the signal improvement in the staff report to the Planning Commission, the condition was inadvertently omitted from the final compiled list of conditions. The addition of **Condition No. 88** ensures consistency with the traffic analysis, reflects staff's original recommendation, and maintains the full set of improvements necessary to support safe and efficient circulation in the project area.

In addition, Staff has also added **Condition No. 61** to clarify that the developer/applicant shall design the residential units, common areas, recreation buildings, project amenities, and other permanent on-site facilities to operate on electrical power only, consistent with the assumptions evaluated in the Project's Initial Study/Mitigated Negative Declaration and supporting Air Quality, Greenhouse Gas, and Energy analysis.

PUBLIC NOTICING AND COMMENTS (CITY COUNCIL):

A 10-day notice of public hearing was advertised on June 26, 2026, in the Press Enterprise. In addition, notices of public hearing were mailed to all property owners within 300 feet of the project site. As of the writing of this staff report, the City received four comment letters that have been included in the attachments.

CONCLUSION:

With approval of the General Plan Amendment, Change of Zone, Planned Development, and Tentative Tract Map, the Project would comply with all applicable provisions of the Development Code. Additionally, the proposed project will produce a development of superior quality and excellence in design through a variety of proposed enhancements within the community. The modified development standards proposed within the PDP allows flexibility in site planning, while upholding the intentions and goals of the General Plan. Furthermore, the project is expected to cater to a different segment of the market that will be drawn to the community based on the smaller lot sizes, product types, and the overall project design. Based on this summary and the findings outlined in the report, staff, and the Planning Commission, support the project.

ENVIRONMENTAL ASSESSMENT:

This Project has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and State CEQA guidelines with the preparation of an Initial Study to determine the potential environmental impacts of the project. The Initial Study concluded that with applied mitigation the Project would not result in a significant effect on the environment with the inclusion of mitigation measures related to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, and Tribal Cultural Resources. The initial Study and Mitigated Negative Declaration (IS/MND) was circulated for a 30-day public comment period via the publication of a Notice of Intent on October 28, 2025. In addition to the publication, the IS/MND was submitted to the State Clearing House for posting (SCH No. 2025101241).

During the course of the project review, the City received comment letters from the Department of Toxic Substances Control (DTSC), the Department of Conservation, individuals associated with Talley Meadows Layups and Retirement business, and Supporters Alliance for Environmental Responsibility (SAFER). While CEQA does not require a written response to comments on an MND, Staff elected to prepare responses to the comments on the Draft IS/MND as a matter of good public policy and transparency. Accordingly, a Final IS/MND (attached) includes written responses to all comments received during the review of the project up until the writing of this report. No new significant environmental impacts or a substantial increase in the severity of previously identified impacts have been identified and therefore, staff determined that a Mitigated Negative Declaration (MND) was the appropriate CEQA document in support of the Project.

The following is a brief summary of comments and responses:

Department of Toxic Substances (DTSC).

The Department of Toxic Substances Control (DTSC), provided recommendations regarding potential contaminants of concern (COCs).

Response:

As part of the MND a Phase 1 Environmental Site Assessment (ESA) was prepared, which did not identify recognized environmental conditions (RECs) requiring immediate subsurface investigation. However, additional soil sampling was also conducted, and no pesticides or heavy metals were detected in the shallow soil samples.

Department of Conservation

The Department of Conservation, provided advisory comments regarding the project's potential conversion of Important Farmland.

Response:

This concern was previously evaluated in the Agriculture and Forestry Resources section of the City of San Jacinto General Plan Environmental Impact Report (EIR). The agricultural resource impacts associated with converting Important Farmland, including the infeasibility of preservation-based mitigation, were fully evaluated and disclosed in the General Plan 2040 EIR.

Talley Meadows Ranch

Talley Meadows Ranch provided concerns about traffic safety and pedestrian hazards on Cawston Avenue along the project frontage.

Response:

Issues related to the safety and functional design of the street frontage have been addressed through the engineering review and approval process, which ensures that all frontage improvements and design details comply with the City's requirements and standards. The improvements required to address the traffic generated by the Project are included in the recommended Conditions of Approval for the Project. As mentioned above, the conditions require the applicant to widen both Seventh Street and Cawston Avenue and install improvement to each roadway that includes curb, gutter, sidewalk, streetlights and landscaping on west side of Cawston Avenue and the south side of Seventh Street. A preliminary signing and striping plan has been included in the staff report to illustrate how the traffic will circulate after the improvements have been installed, which has been review by the City Engineer to ensure traffic safety. In addition, a traffic signal will be required at the intersection of Cawston Avenue and Seventh Street which will enhance circulation.

Supporters Alliance for Environmental Responsibility

In a letter dated March 24, 2026, the Supporters Alliance for Environmental Responsibility (SAFER) asserted that the IS/MND is improper under CEQA due to its alleged failure to adequately assess the Project's potentially significant environmental impacts, requested preparation of an Environmental Impact Report (EIR) on the basis that a fair argument exists that the Project may have adverse environmental impacts, and reserved the right to supplement the comment throughout the administrative process. SAFER subsequently submitted an additional comment letter dated July 3, 2026, during the public review period, asserting that substantial evidence supports a fair argument that the Project may result in significant impacts related to air quality, greenhouse gas emissions, indoor air quality, agricultural resources, and biological resources, and again requesting preparation of an EIR.

Response:

Staff has reviewed the SAFER letter dater July 3, 2026 and there are no issues that have been raised that require a revision to the Environmental Document or that necessitate the Preparation of an Environmental Impact Report. A response to the letter is being prepared in coordination with the Applicant and will be provided to the Council prior to the City Council Meeting.

FISCAL IMPACT:

There is no impact to the General Fund by approving the project. As is typical with subdivisions, the project is conditioned to provide a funding mechanism for the ongoing maintenance of basins and parks within the project boundary. The funding mechanism is typically accomplished by annexation into a Community Facility District (CFD). The funding mechanism will ensure that the project does not rely on the General Fund to provide these services.

In addition, the project will also provide a funding mechanism to support public safety throughout the Project and City, which is typically accomplished by annexation of the project site into an existing Public Safety CFD.

Attachments

Resolution_4138.pdf
Ordinance_26-04.pdf
Resolution_4141.pdf
Planning_Commission_Recommended_Conditions_of_Approval_v2.pdf
Resolution_-_PC_RESOLUTION_NO_26-01.pdf
Chacon_Farms_Final_ISMND_TTM_39076_5-26-26.pdf
Tentative_Tract_Map_39076.pdf
Planning_Commission_Staff_Report_March_24_2026.pdf
Findings_of_Fact.pdf
20260703Chacon_Farms_CC_Comments-_FINAL_with_Exhibits.pdf
20260324_SAFER_Comment_-_Chacon_Farms_Project.pdf
Public_Comment_Talley.pdf
Public_Comment_Tomoni.pdf

STATE OF CALIFORNIA) **RESOLUTION No. 4138**
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT PLAN23-0004 FROM VERY LOW DESNITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL FOR THE CHACON FARMS RESIDENTIAL DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE

WHEREAS, Chacon LLC, filed an application on October 30, 2023 to amend the General Plan under PLAN23-0004 for the Chacon Farms residential development, ("Application"). The proposed project is located at the northwest corner of Esplanade Avenue and Cawston Avenue, APN's 432-260-009, -026, and -027. ("Subject Site"); and

WHEREAS, the Application, along with other applications submitted for the Subject Site, would establish the Chacon Farms residential community within the proposed Low Density Residential land use designation of the San Jacinto General Plan; and

WHEREAS, the Project, including the Application, was reviewed, studied, and found to not have a significant effect on the environment under the California Environmental Quality Act ("CEQA") as more fully described in Section 3 below; and

WHEREAS, on March 24, 2026, the Planning Commission of the City of San Jacinto ("Commission") conducted a duly noticed public hearing on the Project, including the Application, at which time all persons wishing to testify in connection with the Project were heard and the Project was comprehensively reviewed; and

WHEREAS, on July 21, 2026, the City Council in the City of San Jacinto conducted duly noticed Public Hearings on the Application at which time all persons wishing to testify in connection with the Application were heard and the Application was comprehensively reviewed by the City Council; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, ordered and determined by the City Council of the City of San Jacinto:

Section 1. Based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the administrative record of the written and oral evidence presented to the Planning Commission, and the findings set forth in this Resolution, the City Council approves General Plan Amendment (PLAN23-0004).

Section 2. Based on the entire record before the City Council, including the staff report, and all written and oral evidence presented to the City Council, including the staff report, Mitigated Negative Declaration (MND), and the Mitigation Monitoring and Reporting Program (MMRP) the City Council find as follows:

a. The proposed General Plan Amendment (PLAN23-0004) to change the Very Low Density Residential (VLDR) designation on the Subject Site to Low Density Residential (LDR) creates consistency with the proposed Change of Zone to Residential Low Density (RL),

and the Project will further the intent of the General Plan by facilitating development at the intersection of Esplanade Avenue and Palm Avenue. This location is advantageous for development. The Application furthers the intent of the General Plan by meeting the following General Plan goals and policies:

Land Use Goal 1: A community with a land use plan that accommodates a mix of uses to meet current and future needs.
Specifically implementing policy 1.3 & 1.6

- The Project supports Policy LU-1.3 by increasing the City's housing supply within an established growth area and contributing toward the City's Regional Housing Needs Allocation (RHNA). The Project includes 419 single-family residential units within the allowable density range of the Low Density Residential designation, helping to meet current and future housing needs.

- The Project is consistent with Policy LU-1.6 through the incorporation of multiple neighborhood parks, open space areas, and an interconnected system of pedestrian paseos. These features provide accessible recreational opportunities and functional gathering spaces for future residents.

Land Use Goal 2: A City that manages and directs growth so that the community and its neighborhoods are protected and enhanced.
Specifically implementing policy 2.1 & 2.2

- The Project supports Policies LU-2.1 and LU-2.2 by promoting an orderly and coordinated pattern of development that is compatible with surrounding residential uses. The Project site is adjacent to existing and planned residential neighborhoods and proposes a density that is consistent with the Low Density Residential designation.

- The Project includes an interconnected circulation network designed to improve internal connectivity, provide efficient vehicular and pedestrian access, and enhance access to on-site open space and neighborhood amenities. The Project also provides connectivity to the Class I multi-use path along Esplanade Avenue, supporting multimodal access.

- The Project provides a balanced distribution of open space and recreational amenities throughout the site, ensuring that residents have convenient access to neighborhood parks and contributing to the overall quality and livability of the community.

The Project has been reviewed for consistency with applicable infrastructure and service requirements and will coordinate with appropriate service providers, including Eastern Municipal Water District, to ensure adequate utilities and public services are provided.

Based on the foregoing, the proposed General Plan Amendment is internally consistent with the goals, policies, and land use framework of the General Plan and will not create inconsistencies with other provisions of the Plan.

b. The proposed General Plan Amendment (PLAN23-0004) to change the Very Low Density Residential (VLDR) designation on the subject property to Low Density Residential (LDR):

1. Will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Health and Safety
The proposed project is consistent with the General Plan and promotes public health and safety by incorporating a planned layout that emphasizes pedestrian safety and encourages physical activity and well-being. Four community parks, connected by an integrated network of pathways, will provide residents with a range of social and recreational opportunities.

Convenience
The proposed project conforms with the provision of public convenience according to the General Plan. This development will create an additional 419 homes that are within a convenient distance to surrounding amenities and public infrastructure, including the following:

Transit
The Project Site is approximately 0.6 miles (a 12-minute walk), from the Riverside Transit Agency (RTA) Go Micro service zone. Go Micro is RTA's on-demand public transit service available within the Hemet-San Jacinto micro transit zone. Shared rides can be booked via the Go Micro app at user convenience, rather than relying on a predetermined bus schedule. Go Micro minibuses directly pick up and drop off passengers at desired locations, at desired times (provided both locations are within the micro transit zone and that the trip does not begin and end at route 44 bus stops).

Schools
The Project Site is located within the Hemet Unified School District and would likely be served by nearby schools, including Cawston Elementary School (1.3 miles), Rancho Viejo Middle School (0.9 miles), and Tahquitz High School (0.7 miles). The site may also be served by Megan Cope Elementary School (0.7 miles), which is within the San Jacinto Unified School District. In addition, Mt. San Jacinto College is approximately five miles from the Project Site and is directly accessible via RTA's on-demand transit service, Go Micro.

Welfare
The proposed project with the support of the General Plan Amendment and Zoning Map Amendment, will support and promote the general welfare of San Jacinto residents. The proposed project, specifically, will support and promote walkability, community engagement, integrated open space, pedestrian safety, and an active lifestyle. Integrated Community Parks connected by a network of paths will facilitate recreation and socialization.

2. **If an amendment to the Land Use Element, the affected site(s) is physically suitable in terms of design, location, shape, size, operating**

characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located; and

Physical Suitability
The proposed project, with the support of the General Plan Amendment and Zoning Map Amendment, will not endanger, jeopardize, or otherwise constitute hazard to property in the vicinity in which the property is located and will be physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public emergency vehicle access and public services as follows:

Design
The Proposed Project is designed to be compatible with the surrounding San Jacinto community and consistent with adjacent residential uses. The development features an interconnected grid of streets that enhances walkability and provides convenient vehicle and pedestrian access to homes, community parks, and recreational amenities distributed throughout the site. Residential architecture will include farmhouse, Spanish, and prairie styles, using quality materials such as stucco, brick, and stone, along with a varied but cohesive color palette that complements the broader community and individual streetscapes. These design elements enhance the visual character of the Chacon Farms community.

The project will not interfere with existing water or sewer easements, as confirmed by the site boundary survey, and will comply with applicable landscaping and setback requirements. The site's north–south orientation supports efficient solar design, with some east–west–oriented homes incorporated where feasible to allow for additional passive solar opportunities.

Location
The proposed development will complement and enhance surrounding land uses. Existing single-family residential neighborhoods are located to the north, northeast, and northwest across West 7th Street, as well as to the east across Cawston Avenue. To the west, the Esplanade Specific Plan includes approximately 130.7 acres of planned single-family residential development.

Shape and Size
The project site is generally rectangular in configuration and consists of three smaller rectangular parcels. The proposed project is designed to minimize sprawl and efficiently utilize the approximately 75.70 acres of site area. The site will accommodate 419 single-family homes with a minimum lot size of 3,717 square feet, along with designated open space for parks and a basin.

Operating Characteristics
The proposed project's operating characteristics will be consistent with those of surrounding single-family developments. The proposed project will operate as a place of housing, enhanced by various amenities within several community parks, to prospective residents.

Public Emergency Vehicle Access
The proposed project's inter-connected network of thoroughfares will contribute to emergency vehicle accessibility. The applicant will comply with any easement requirements for public emergency vehicle access. Further, the proposed public emergency vehicle access will be reviewed by City and County Departments including the City's engineering department and Riverside County Fire, to ensure efficiency and safety for future residents.

Public Service and Utilities
Adequate City infrastructure exists to support the Project. Additionally, the project has been reviewed by Police, Fire, Public Utilities and Engineering to ensure that the design accommodates public and emergency vehicles including solid waste haulers, City crews, and other service providers

3. **The City may reduce, require, or permit the reduction of the residential density for any parcel, or allow development of any parcel at a lower residential density, as defined in Government Code Section 65863, only if the following two additional findings are first made:**

   i. **The reduction is consistent with the adopted General Plan, including the Housing Element; and**

   The proposed Project does not involve a reduction in residential density. The proposed General Plan Amendment would change the land use designation from Very Low Density Residential (0 to 2 dwelling units per acre) to Low Density Residential (2.1 to 7 dwelling units per acre), thereby allowing for an increase in residential density on the Project site. Accordingly, this finding is not applicable. Notwithstanding, the Project is consistent with the General Plan and Housing Element.

   ii. **The remaining sites identified in the Housing Element are adequate to accommodate the jurisdiction's share of the regional housing needs in compliance with Government Code Section 65584**.

   The proposed Project does not reduce residential density and therefore does not trigger this finding. Notwithstanding, the Housing Element identifies adequate sites to accommodate the City's remaining Regional Housing Needs Allocation (RHNA), and the Project would increase the City's housing supply and contribute toward meeting its RHNA obligations.

Section 3. Based on the entire record before the City Council and all written and oral evidence presented, including the staff report, the City Council finds that the nature and extent of all

dedications, reservations, impact fees, and other exactions are roughly proportionate to the impacts created by the use of the Project Site as permitted by the Tentative Tract Map and Planned Development Permit.

Section 4. Based on the entire record before the City Council and all written and oral evidence presented, including the staff report, the City Council finds that the Project will comply with CEQA for the following reasons:

a. Based upon the information contained in the Initial Study and pursuant to the requirements of CEQA; it has been determined that this Project, with the incorporation of mitigation measures, will not have a significant impact on the environment. The mitigation measures required to reduce or mitigate the impacts of this Project on the environment are included in the Project design and/or the Mitigation Monitoring Program and are included as part of the Mitigated Negative Declaration for this Project.

Section 5. Effective Date. This resolution shall become effective on the date on which Ordinance 26-04 for the Change of Zone PLAN23-0005 becomes effective.

Section 6. CEQA. The requirements of the California Environmental Quality Act have been satisfied in that an Initial Study and Mitigated Negative Declaration (together, "IS/MND") were prepared for the Project, including the General Plan Amendment, Zone Change, and Project and the City Council adopted the MND and the related Mitigation Monitoring and Reporting Program.

Section 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 595 S. San Jacinto Avenue, San Jacinto, CA 92583. The custodian for these records is the City Clerk.

Section 8. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

PASSED, ADOPTED and ADOPTED at a regular meeting of the City Council on the 21st day of July 2026 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS
CITY OF SAN JACINTO)

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Resolution No. 4138 was duly passed, and adopted at a regular meeting of the City Council of the City of San Jacinto on the 21st day of July 2026 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

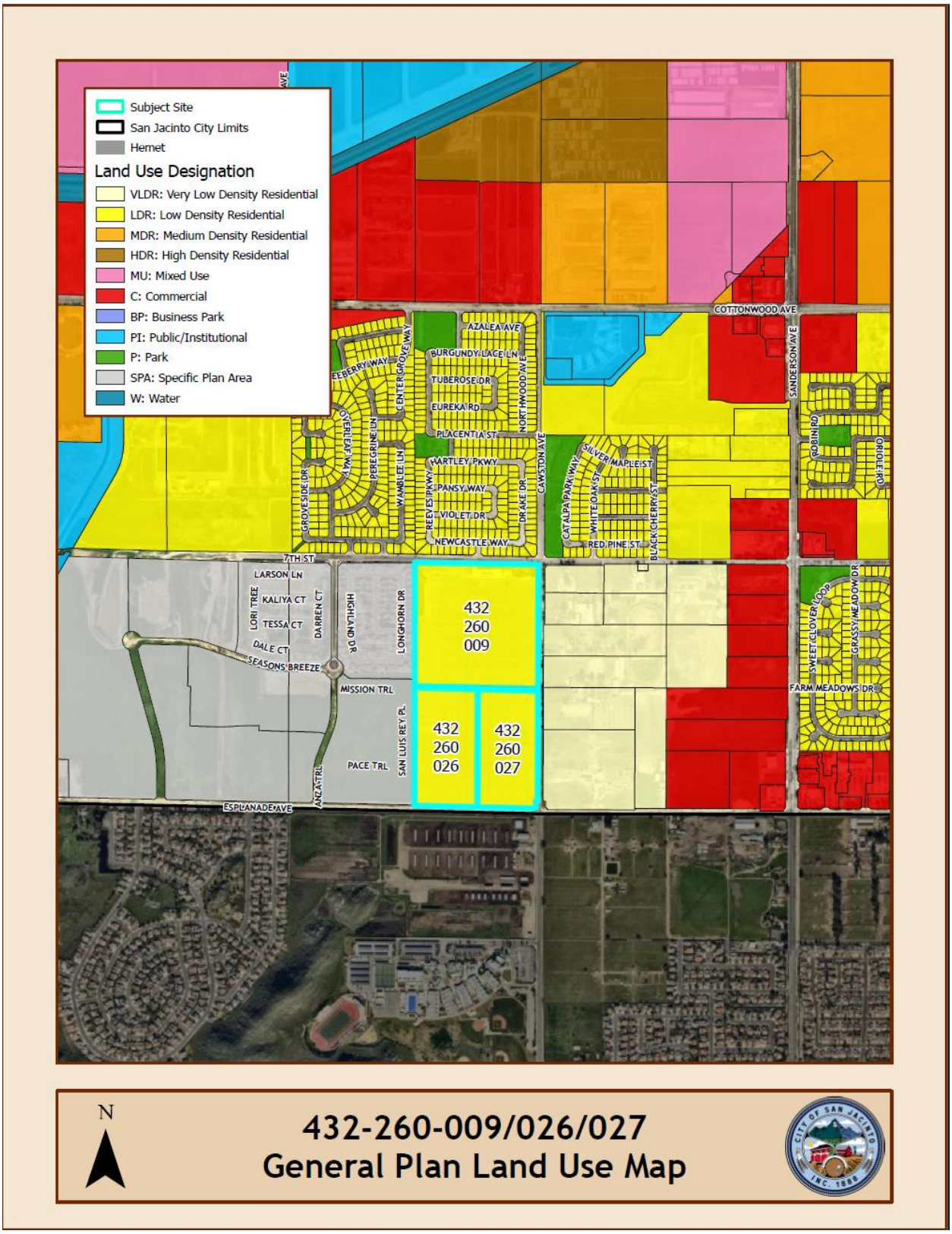
Witness my hand and seal the 21st day of July 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

ATTACHMENTS:

Exhibit "A": General Plan Land Use Designation Change Map

EXHIBIT A: General Plan Land Use Designation Change Map



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

ORDINANCE NO. 26-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, APPROVING ZONE CHANGE PLAN23-0005, CHANGING THE ZONING FROM RESIDENTIAL RURAL (RR) TO RESIDENTIAL LOW DENSITY (RL) LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE

WHEREAS, Change of Zone Case PLAN23-0005 was filed, together with General Plan Amendment PLAN23-0004, (”Applications”) for the Chacon Farms project in order to establish a higher density residential development; and

WHEREAS, the requested Zone Change PLAN23-0005 would change the zoning designation of the Subject Site from Residential Rural (RR) to Residential Low Density (RL) (the “Zone Change”); and

WHEREAS, a Mitigated Negative Declaration for the proposed Project (“MND”) was circulated between October 28, 2025 and November 27, 2025; and

WHEREAS, the MND analyzed the impacts related to the proposed Zone Change; and

WHEREAS, in accordance with Public Resource Code section 21080.3.1, on February 21, 2024, the City sent letters to the California Native American Tribes that had previously requested to be informed by the City through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe, for the purpose of informing these tribes about the Project, and the City provided a 30-day period for the representative of the tribe to request formal consultation; and

WHEREAS, in accordance with Government Code Section 62352.3, on February 21,2024 the City sent letters to the California Native American Tribes that are on the contact list maintained by the Native American Heritage Commission, for the purpose of informing these tribes about the Project and providing a 90-day period for the representative of the tribe to request formal consultation. Subsequently the City redistributed a SB 18 letter on February 4, 2026 for tribes that were inadvertently omitted from the distribution list; and

WHEREAS, the City received a request for consultation from the Soboba Tribe of Luiseno Indians, which occurred on April 4, 2024 and resulted in conditions included in the conditions of approval; and

WHEREAS, the City received a request for consultation from the Agua Caliente Band of Cahuilla Indians, which occurred on March 4, 2024 and resulted in deferring to Soboba Tribe of Luiseno Indians; and

WHEREAS, entitlements for the Project include the Zone Change which requires the Planning Commission to hold a public hearing and recommend to the City Council that the proposed Zone Change be approved, disapproved, or conditionally approved.

WHEREAS, on March 14, 2026, the City gave public notice of the Planning Commission public hearing for consideration of the Zone Change by advertising in a newspaper of general circulation; by posting notices at City Hall and by mailing notices to owners of property within 300 feet, of the Project, and to local agencies that provide water, sewage, electricity and schools; and

WHEREAS, on March 24, 2026, the Planning Commission conducted a duly-noticed public hearing to consider Project approvals, at which hearing members of the public were afforded an opportunity to comment on the Zone Change, and the Planning Commission adopted a resolution recommending that the City Council approve the Zone Change, as conditioned; and

WHEREAS, on June 27, 2026, the City gave public notice of the City Council public hearing for consideration of the Zone Change by advertising in a newspaper of general circulation; by posting notices at City Hall; and by mailing notices to owners of property within 300 feet of the Project, and to local agencies that provide water, sewage, electricity and schools; and

WHEREAS, on July 21, 2026 the City Council conducted a duly-noticed public hearing and considered evidence concerning the Zone Change.

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF SAN JACINTO DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The above are true and correct and are incorporated herein by reference.

Section 2. Findings: The City Council hereby finds that the Zone Change is compatible with the objectives, policies, and General Plan land use programs specified in the General Plan, as amended by the Application, for the following reasons:

a. The proposed Zone from Rural Residential (RR) to Residential Low Density (RL) will further the intent of the General Plan by providing a variety of new housing opportunities that will complement surrounding uses of primarily residential developments. Specifically, the Change of Zone will continue to allow the development of residences on the project site with a density range of 2.1 to 7 dwelling units to the acre in lieu of the current density range of 0-2 dwelling units to the acre with the Low Density Residential (LDR) designation. With proposed Change of Zone, the proposed project will conform with the goals and policies of the General Plan, including the applicable goals and policies of the Land Use Element and Housing Element, as detailed below:

Land Use Goal 1: A community with a land use plan that accommodates a mix of uses to meet current and future needs. Specifically implementing policy 1.3 & 1.6

- The Project supports Policy LU-1.3 by increasing the City' s housing supply within an established growth area and contributing toward the City's Regional Housing Needs Allocation (RHNA). The Project includes 419 single-family residential units within the allowable density range of the Low Density Residential designation, helping to meet current and future housing needs.

- The Project is consistent with Policy LU-1.6 through the incorporation of multiple neighborhood parks, open space areas, and an interconnected system of pedestrian paseos. These features provide accessible recreational opportunities and functional gathering spaces for future residents.

Land Use Goal 2: A City that manages and directs growth so that the community and its neighborhoods are protected and enhanced. Specifically implementing policy 2.1 & 2.2

- The Project supports Policies LU-2.1 and LU-2.2 by promoting an orderly and coordinated pattern of development that is compatible with surrounding residential uses. The Project site is adjacent to existing and planned residential neighborhoods and proposes a density that is consistent with the Low Density Residential designation.

- The Project includes an interconnected circulation network designed to improve internal connectivity, provide efficient vehicular and pedestrian access, and enhance access to on-site open space and neighborhood amenities. The Project also provides connectivity to the Class I multi-use path along Esplanade Avenue, supporting multimodal access.

- The Project provides a balanced distribution of open space and recreational amenities throughout the site, ensuring that residents have convenient access to neighborhood parks and contributing to the overall quality and livability of the community.

The Project has been reviewed for consistency with applicable infrastructure and service requirements and will coordinate with appropriate service providers, including Eastern Municipal Water District, to ensure adequate utilities and public services are provided.

Based on the foregoing, the proposed Change of Zone is internally consistent with the goals, policies, and land use framework of the General Plan and will not create inconsistencies with other provisions of the Plan.

Health, Safety and Welfare. The proposed Change of Zone will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will instead facilitate development of a planned residential community consistent with the General Plan and Development Code. The proposed Project furthers this consistency by promoting public health and safety through a planned layout that emphasizes pedestrian safety and encourages physical activity and well-being, with four community parks connected by an integrated network of pathways providing residents a range of social and recreational opportunities. With the support of the General Plan Amendment and Zoning Map Amendment, the Project will further support and promote the general welfare of San Jacinto residents by encouraging walkability, community engagement, integrated open space, pedestrian safety, and an active lifestyle, with the integrated community parks and connecting path network facilitating recreation and socialization.

Section 1. CEQA. The requirements of the California Environmental Quality Act have been satisfied in that an Initial Study and Mitigated Negative Declaration (together, "IS/MND") were prepared for the Project, including the Zone Change, and the City Council adopted the MND and the related Mitigation Monitoring and Reporting Program.

Section 2. Zone Change. The City Council hereby adopts this Ordinance approving Zone Change PLAN23-0005 to change the zoning designation of the Subject Site from Rural Residential (RR) to Residential Low Density (RL) as shown on the Map that is attached to this ordinance as Exhibit "B."

The City of San Jacinto Zoning Map, as amended by this ordinance, shall govern the zoning for the Subject Site. The development of the Subject Site, and all subsequent approvals, shall be in compliance with the Zoning applicable to the Subject Site now or in the future, to the extent other planning, zoning, land use, development, and development approval process regulations adopted by the City are applicable and not inconsistent or in conflict with the zoning designation for the Subject Site.

Section 3. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 595 S. San Jacinto Avenue, San Jacinto, CA 92583. The custodian for these records is the City Clerk.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such 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. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

Section 6. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of San Jacinto, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Introduced at a regular meeting of the City Council on the 21st day of July 2026.

ORDINANCE NO. 26-04

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on the 21st day of July 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

CERTIFICATION

State of California)
County of Riverside) ss
City of San Jacinto)

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Ordinance No. 26-04 was introduced at a regular meeting of the City Council of the City of San Jacinto on the 21st day of July 2026. Ordinance No. 26-04 was passed, approved, and adopted by the City Council of the City of San Jacinto, California, at a regular meeting of the City Council held on the 21st day of July 2026:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Witness my hand and seal the 21st day of July 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

ATTACHMENTS:
Exhibit "A": Map of Subject Property
Exhibit "B": Zone Change Map

EXHIBIT A: Map of Subject Property

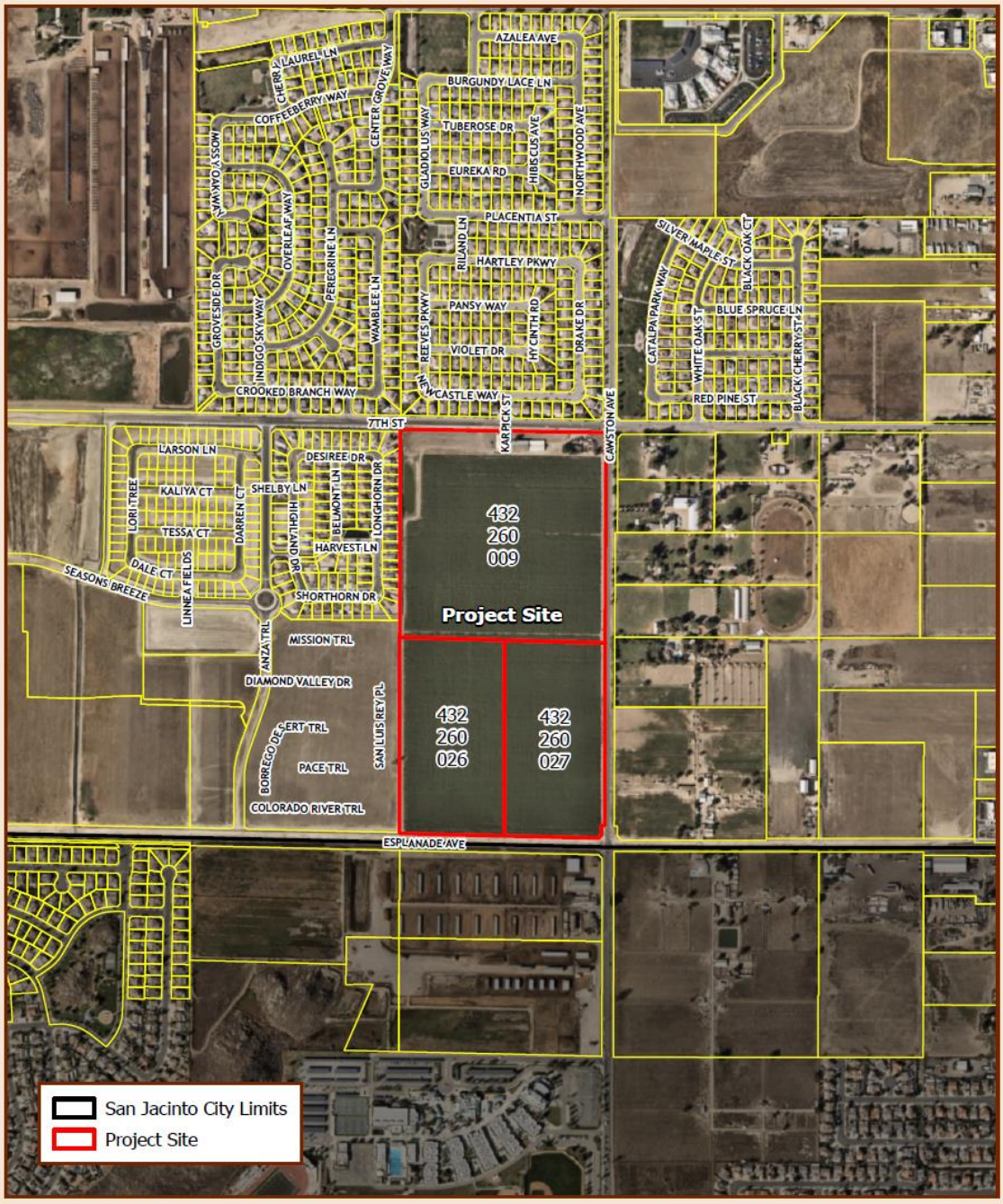
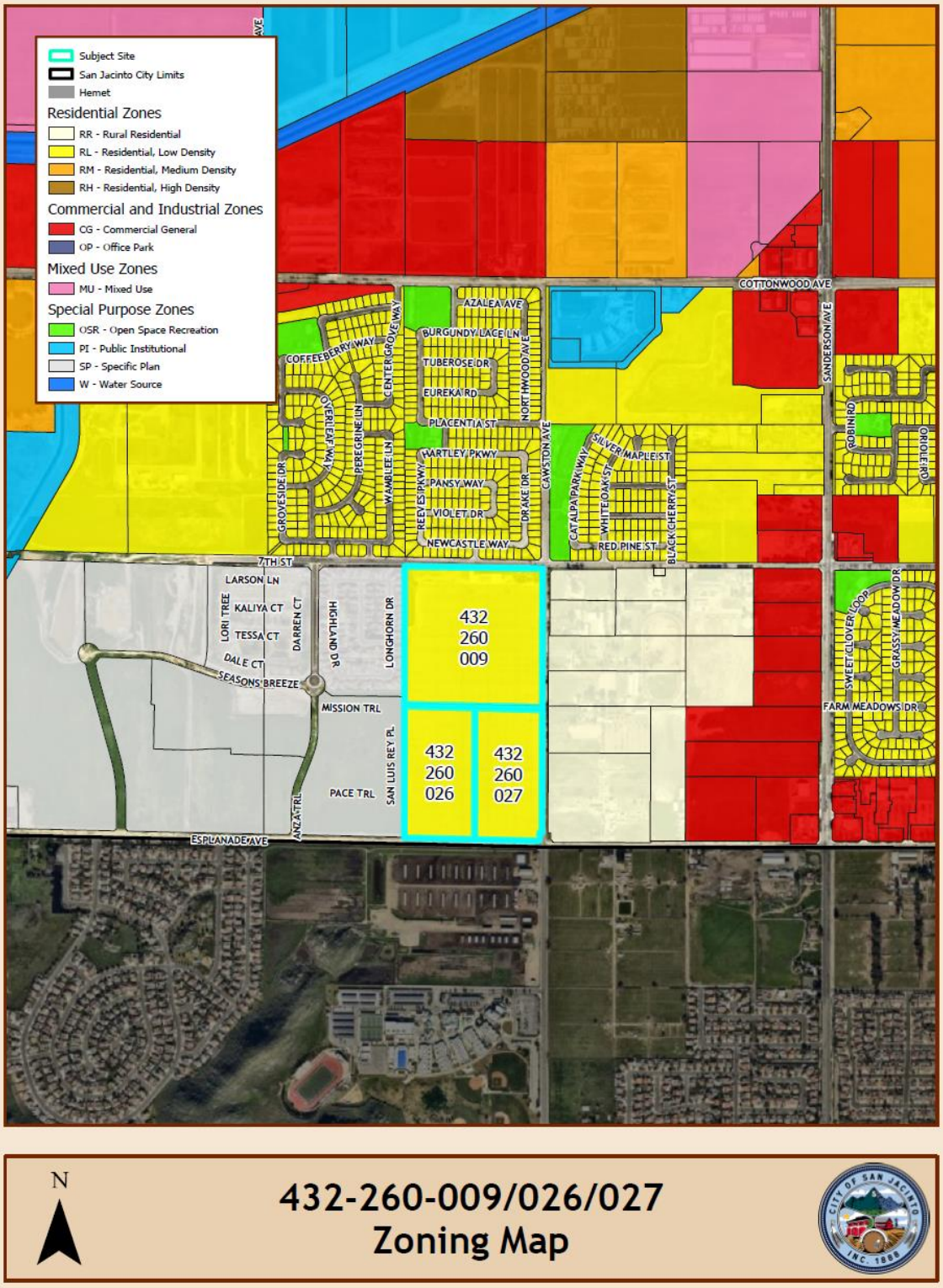


EXHIBIT B: Zone Change Map



STATE OF CALIFORNIA) **RESOLUTION NO. 4141**
COUNTY OF RIVERSIDE)ss
CITY OF SAN JACINTO)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFRONIA APPROVING A GENERAL PLAN AMENDMENT (PLAN23-0004) FROM VERY LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL, A CHANGE OF ZONE (PLAN23-0005) CHAGING THE ZONING FROM RESIDENTIAL RURAL (RR) TO RESIDENTIAL LOW DENSITY (RL), A PLANNED DEVELOPMENT PERMIT TO ESTABLISH A PLANNED RESIDENTIAL DEVELOPMENT WITH 419 DWELLING UNITS, AND TENTATIVE TRACT MAP 39076 TO SUBDIVIDE THE 73.97 ACRE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ESPLANADE AVENUE AND CAWSTON AVENUE

WHEREAS, Chacon, LLC submitted applications for a General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076 to subdivide approximately 73.97 net acres into 419 single-family residential lots, along with lettered lots for internal roadways, a detention basin, parks, and landscape areas, located between 7th Street to the north, Esplanade Avenue to the south, and west of Cawston Avenue (Project); and;

WHEREAS, the City, as Lead Agency, prepared an Initial Study in accordance with the California Environmental Quality Act (CEQA) and determined that, with the incorporation of mitigation measures, the Project will not have a significant effect on the environment, and a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the Project; and;

WHEREAS, on March 24, 2026, the Planning Commission of the City of San Jacinto ("Commission") conducted a duly noticed public hearing on the Project at which time all persons wishing to testify in connection with the Project were heard, and the Project was comprehensively reviewed, and the Project was recommended for approval to the City Council; and

WHEREAS, on July 21, 2026, the City Council the City of San Jacinto conducted duly noticed public hearing on the Application at which time all persons wishing to testify in connection with the Application were heard and the Application was comprehensively reviewed by the City Council; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, ordered and determined by the City Council of the City of San Jacinto:

SECTION 1. Based on the entire record before the City Council, all written and oral evidence presented, the recommendation of the Planning Commission and the findings made in this Resolution, the City Council hereby approves General Plan Amendment (PLAN23-0004), Change of Zone (PLAN23-0005), Planned Development Permit, Tentative Tract Map 39076 subject to the Findings of Fact and Conditions of Approval in the staff report.

SECTION 2. Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds:

GENERAL PLAN AMENDMENT

1. **The amendment is internally consistent with all other provisions of the General Plan and any applicable specific plan;**

   The proposed General Plan Amendment from VLDR (Very Low Density Residential) to LDR (Low Density Residential) will further the intent of the General Plan by providing a variety of new housing opportunities that will complement surrounding uses of primarily residential developments. Specifically the General Plan Amendment will continue to allow the development of residences on the project site with a density range of 2.1 to 7 dwelling units to the acre in lieu of the current density range of 0-2 dwelling units to the acre with the VLDR designation. With proposed General Plan Amendment, the proposed project will conform with the goals and policies of the General Plan, including the applicable goals and policies of the Land Use Element and Housing Element, as detailed below:

   Land Use Goal 1: A community with a land use plan that accommodates a mix of uses to meet current and future needs.
   Specifically implementing policy 1.3 & 1.6

   - The Project supports Policy LU-1.3 by increasing the City's housing supply within an established growth area and contributing toward the City's Regional Housing Needs Allocation (RHNA). The Project includes 419 single-family residential units within the allowable density range of the Low Density Residential designation, helping to meet current and future housing needs.

   - The Project is consistent with Policy LU-1.6 through the incorporation of multiple neighborhood parks, open space areas, and an interconnected system of pedestrian paseos. These features provide accessible recreational opportunities and functional gathering spaces for future residents.

   Land Use Goal 2: A City that manages and directs growth so that the community and its neighborhoods are protected and enhanced.
   Specifically implementing policy 2.1 & 2.2

   - The Project supports Policies LU-2.1 and LU-2.2 by promoting an orderly and coordinated pattern of development that is compatible with surrounding residential uses. The Project site is adjacent to existing and planned residential neighborhoods and proposes a density that is consistent with the Low Density Residential designation.

   - The Project includes an interconnected circulation network designed to improve internal connectivity, provide efficient vehicular and pedestrian access, and enhance access to on-site open space and neighborhood

amenities. The Project also provides connectivity to the Class I multi-use path along Esplanade Avenue, supporting multimodal access.

- The Project provides a balanced distribution of open space and recreational amenities throughout the site, ensuring that residents have convenient access to neighborhood parks and contributing to the overall quality and livability of the community.

The Project has been reviewed for consistency with applicable infrastructure and service requirements and will coordinate with appropriate service providers, including Eastern Municipal Water District, to ensure adequate utilities and public services are provided.

Based on the foregoing, the proposed General Plan Amendment is internally consistent with the goals, policies, and land use framework of the General Plan and will not create inconsistencies with other provisions of the Plan.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

Public Interest
The proposed project is consistent with the General Plan and serves the public interest by providing a balanced mix of housing and amenities that meet community needs and enhance recreational and social opportunities. The project would contribute 419 residential units toward the Regional Housing Needs Allocation (RHNA), offering a variety of housing types to accommodate diverse ages, incomes, and household needs. The homes are designed with architectural styles that complement the area's rural character. Overall, the development promotes livability through walkability, community engagement, integrated open space, pedestrian safety, and support for an active lifestyle.

Health and Safety
The proposed project is consistent with the General Plan and promotes public health and safety by incorporating a planned layout that emphasizes pedestrian safety and encourages physical activity and well-being. Four community parks, connected by an integrated network of pathways, will provide residents with a range of social and recreational opportunities.

Convenience
The proposed project conforms with the provision of public convenience according to the General Plan. This development will create an additional 419 homes that are within a convenient distance to surrounding amenities and public infrastructure, including the following:

- *Transit*
  The Project Site is approximately 0.6 miles (a 12-minute walk), from the Riverside Transit Agency (RTA) Go Micro service zone. Go Micro is RTA's on-demand public transit service available within the Hemet-San Jacinto micro transit zone. Shared rides can be booked via the Go Micro app at user convenience, rather than relying on a predetermined bus schedule. Go Micro minibuses directly pick up and drop off passengers at desired locations, at desired times (provided both locations are within

the micro transit zone and that the trip does not begin and end at route 44 bus stops).

- *Schools*
  The Project Site is located within the Hemet Unified School District and would likely be served by nearby schools, including Cawston Elementary School (1.3 miles), Rancho Viejo Middle School (0.9 miles), and Tahquitz High School (0.7 miles). The site may also be served by Megan Cope Elementary School (0.7 miles), which is within the San Jacinto Unified School District. In addition, Mt. San Jacinto College is approximately five miles from the Project Site and is directly accessible via RTA's on-demand transit service, Go Micro.

Welfare

The proposed project with the support of the General Plan Amendment and Zoning Map Amendment, will support and promote the general welfare of San Jacinto residents. The proposed project, specifically, will support and promote walkability, community engagement, integrated open space, pedestrian safety, and an active lifestyle. Integrated Community Parks connected by a network of paths will facilitate recreation and socialization.

3. **If an amendment to the Land Use Element, the affected site(s) is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located; and**

Physical Suitability

The proposed project, with the support of the General Plan Amendment and Zoning Map Amendment, will not endanger, jeopardize, or otherwise constitute hazard to property in the vicinity in which the property is located and will be physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public emergency vehicle access and public services as follows:

- *Design*
  The Proposed Project is designed to be compatible with the surrounding San Jacinto community and consistent with adjacent residential uses. The development features an interconnected grid of streets that enhances walkability and provides convenient vehicle and pedestrian access to homes, community parks, and recreational amenities distributed throughout the site.

  Residential architecture will include farmhouse, Spanish, and prairie styles, using quality materials such as stucco, brick, and stone, along with a varied but cohesive color palette that complements the broader community and individual streetscapes. These design elements

enhance the visual character of the Chacon Farms community.

The project will not interfere with existing water or sewer easements, as confirmed by the site boundary survey, and will comply with applicable landscaping and setback requirements. The site's north–south orientation supports efficient solar design, with some east–west–oriented homes incorporated where feasible to allow for additional passive solar opportunities.

- *Location*
  The proposed development will complement and enhance surrounding land uses. Existing single-family residential neighborhoods are located to the north, northeast, and northwest across West 7th Street, as well as to the east across Cawston Avenue. To the west, the Esplanade Specific Plan includes approximately 130.7 acres of planned single-family residential development.

- *Shape and Size*
  The project site is generally rectangular in configuration and consists of three smaller rectangular parcels. The proposed project is designed to minimize sprawl and efficiently utilize the approximately 75.70 acres of site area. The site will accommodate 419 single-family homes with a minimum lot size of 3,717 square feet, along with designated open space for parks and a basin.

- *Operating Characteristics*
  The proposed projects operating characteristics will be consistent with those of surrounding single-family developments. The proposed project will operate as a place of housing, enhanced by various amenities within several community parks, to prospective residents.

- *Public Emergency Vehicle Access*
  The proposed project's inter-connected network of thoroughfares will contribute to emergency vehicle accessibility. The applicant will comply with any easement requirements for public emergency vehicle access. Further, the proposed public emergency vehicle access will be reviewed by City and County Departments including the City's engineering department and Riverside County Fire, to ensure efficiency and safety for future residents.

- *Public Service and Utilities*
  Adequate City infrastructure exists to support the Project. Additionally, the project has been reviewed by Police, Fire, Public Utilities and Engineering to ensure that the design accommodates public and emergency vehicles including solid waste haulers, City crews, and other service providers.

4. **The City may reduce, require, or permit the reduction of, the residential density for any parcel to, or allow development of any parcel at, a lower residential density, as defined in Government Code Section 65863, only if the following two additional findings are first made:**

a. The reduction is consistent with the adopted General Plan, including the Housing Element; and

The proposed Project does not involve a reduction in residential density. The proposed General Plan Amendment would change the land use designation from Very Low Density Residential (0 to 2 dwelling units per acre) to Low Density Residential (2.1 to 7 dwelling units per acre), thereby allowing for an increase in residential density on the Project site. Accordingly, this finding is not applicable. Notwithstanding, the Project is consistent with the General Plan and Housing Element.

b. The remaining sites identified in the Housing Element are adequate to accommodate the jurisdiction's share of the regional housing needs in compliance with Government Code Section 65584.

The proposed Project does not reduce residential density and therefore does not trigger this finding. Notwithstanding, the Housing Element identifies adequate sites to accommodate the City's remaining Regional Housing Needs Allocation (RHNA), and the Project would increase the City's housing supply and contribute toward meeting its RHNA obligations.

CHANGE OF ZONE:

1. Findings required for all Development Code and Zoning Map amendments.

a. The proposed amendment is consistent with the General Plan and any applicable specific plan;

The proposed Change of Zone from Rural Residential (RR) to Residential Low Density (RL) is consistent with the General Plan with the adoption of the proposed General Plan Amendment. The RL zoning designation is the implementing zone for the Low Density Residential (LDR) General Plan land use designation and will ensure consistency between the General Plan and Zoning Map. The Project site is not located within a Specific Plan area; therefore, no Specific Plan applies.

b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed Change of Zone will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment will facilitate the development of a planned residential community that is consistent with the General Plan and Development Code. The Project incorporates an interconnected circulation system, neighborhood parks, and pedestrian amenities that promote walkability and community interaction.

The Project has been reviewed by applicable City departments and service providers to ensure that adequate infrastructure and public services,

including police, fire, utilities, and emergency access, are available to serve the site. As conditioned, the Project will not result in adverse impacts to the surrounding area and will support orderly and coordinated development.

2. **Additional findings for Zoning Map amendments**

   a. **The affected site(s) is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.**

   The Project site is physically suitable for the proposed Residential Low Density (RL) zoning designation in terms of design, location, shape, size, and operating characteristics. The site is of sufficient size and configuration to accommodate the proposed residential development, including internal circulation, open space, and required infrastructure.

   The Project is located adjacent to existing and planned residential development and represents a logical extension of the surrounding land use pattern. The proposed street network is designed to provide adequate access for residents, service providers, and emergency response vehicles and will be subject to review and approval by the City's Engineering Department and Riverside County Fire Department.

   Adequate public services and utilities are available, or will be provided, to serve the Project, including potable water, wastewater, storm drainage, solid waste services, and schools. The Project has been reviewed by relevant agencies and departments to ensure that the proposed zoning and anticipated development will not endanger or otherwise constitute a hazard to surrounding properties or improvements.

PLANNED DEVELOPMENT PERMIT:

1. **The Planned Development Permit will:**

   a. **Be allowed within the subject base zone;**

   The Project includes a Change of Zone to the Residential Low Density (RL) zone. The RL zone is intended to accommodate detached single-family residential development, along with accessory uses and other compatible uses, at a density range of 2.1 to 7.0 dwelling units per acre.

   The Planned Development Permit is an allowed entitlement within the RL zone and is intended to provide flexibility from standard development requirements in order to achieve superior site design and

community planning. Accordingly, the Planned Development Permit is permitted within the proposed base zone.

b. Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan.

The Project site is proposed to be designated Low Density Residential (LDR) under the General Plan, which permits detached single-family residential development at a density of 2.1 to 7.0 dwelling units per acre. The Project proposes a density of 5.53 dwelling units per acre, which is within the allowable range and consistent with the intended use of the LDR designation. The Project site is not located within a Specific Plan area.

The Project is consistent with the purpose and intent of the General Plan by facilitating a well-planned residential community that balances efficient land use with neighborhood compatibility and access to amenities. The Planned Development Permit allows for modifications to development standards that support a cohesive site design while maintaining consistency with the overall density and character envisioned by the General Plan.

The Project implements applicable General Plan goals and policies, including:

- Land Use Policy LU-1.6, by incorporating an integrated system of open space and recreational amenities, including multiple parks, paseos, and gathering areas that support community interaction and outdoor activity;

- Land Use Policy LU-4.4, by promoting pedestrian-oriented design through internal walkways, paseo connections, and access to the Class I multi-use trail along Esplanade Avenue; and

- Land Use Policy LU-5.4, by providing well-designed, multi-functional open spaces, including neighborhood parks and a basin park, that serve a variety of recreational and community needs.

Based on the foregoing, the Planned Development Permit is consistent with the purpose, intent, goals, policies, and land use designations of the General Plan.

c. Be generally in compliance with all of the applicable provisions of this Development Code relating to both on-site and off-site improvements that are necessary to accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this Chapter and the subject base

zone, including prescribed development standards and applicable design guidelines, except for those provisions modified in compliance with this Chapter.

The Project is compliant with the Provisions of the Development Code relating to on-site and off-site improvements. The Project's off-site improvements will include a Class 1 Multi-Use along Esplanade Avenue as required per the Trails Master Plan. Additionally, the Project will be conditioned to dedicate and provide improvement along Esplanade Avenue, Cawston Avenue, and Seventh Street. On-site improvements will include 3.26-acres of open space amenities and connections to the proposed Class I Multi-Use Trail. The proposed modified development standards for the Project will accommodate flexibility in site planning and property development, while still upholding the intentions and goals of the Development Code by creating a cohesive neighborhood community. Therefore, the Project is found to be compliant with all the applicable provisions of the development code relating to both on-site and off-site improvements.

d. Ensure compatibility of property uses within the zone and general neighborhood of the proposed development.

The Project will include single-family residential uses and complementary recreational and open space areas. The combination of uses is generally considered compatible and will create a cohesive residential neighborhood. The development of the Class I Multi-Use Trail will continue the intent of creating an integrated trails network throughout the City and will serve as an amenity for residents nearby and within the development. The Project site is bound by residential uses.

The surrounding land uses designations include: Specific Plan to the west, Low Density Residential to the north, Very Low Density Residential to the east, and City of Hemet to the south. Development surrounding the Project Site is planned to be of similar character, land use, and density. Therefore, the proposed Project is found to be compatible the zone and with the general neighborhood of the proposed development.

2. The proposed project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, significantly increased amounts of landscaping and improved open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities [e.g., additional public art], LEED or other "green" related standards, etc.) than might otherwise occur from more typical development applications;

The proposed Project includes 3.26-acres of common areas and recreational amenities. This includes play areas, turf / open space area, and picnic areas. The

Project additionally proposes to construct a Class I Multi-Use Trail along Esplanade Avenue. This trail will include a meandering six (6) foot sidewalk, landscaped parkway located on both sides of the walkway, and proposed channel. This trail will connect to the internal pedestrian paths.

The architectural styles proposed will reflect styles farm style inspired. The Project, with its architectural styles, supporting landscape palette, open spaces, and monumentation, offers a development with excellence of design. The architectural styles include Spanish, Prairie, and Farmhouse for the future 419 dwelling units, accompanied by nine (9) color schemes. The incorporation of multiple styles and color options is intended to enhance visual interest while maintaining a unified aesthetic throughout the subdivision. In addition, the PDP proposes five (5) distinct floor plans, each offering three (3) elevation types. The design of the residential lots and variation in architecture creates a diverse community and avoids a monotonous appearance.

3. **Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;**

The Project Site is currently and has historically been used for agricultural purposes. Due to this fact, the environmental analysis of the Project Site included a Phase I Environmental Safety Assessment (Phase I ESA) to analyze any hazards that could result from development of the site. The Phase I ESA found that due to the historical use of this property for agricultural purposes dating back from at least 1930's, it is possible agricultural chemicals

such as pesticides and fertilizers have likely been applied to crops grown on the Proposed Project Site. Through the adoption of the Mitigation and Monitoring Program within the Conditions of Approval for the Project, any hazards that could create a significant hazard to the public or the environment through the conversion of agricultural land to residential uses will be significantly reduced to create a safe, healthy environment. Additionally, plans for the proposed residential development will be required to be submitted and approved through Site Plan and Design Review process.

Additionally, the Zoning, Fire, and Building Codes will ensure that that the development of the project will meet applicable safety standards. Therefore, it is found that with the incorporation of the above mentioned Mitigation Measures, Conditions of Approval, and the requirements of the Zoning, Fire, and Building Codes will ensure the protection of the public health, safety and welfare.

4. **Proper on-site traffic circulation (e.g., pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zones, Allowable Land Uses, and Zone Specific Standards);**

The proposed Planned Development Permit incorporates a comprehensive internal circulation system designed to accommodate both vehicular and pedestrian traffic while ensuring adequate access for emergency response and

public safety services. The Project has been reviewed for compliance with applicable City standards and the requirements of the City Engineer, Riverside County Fire Department, and Sheriff's Department.

The internal street network is designed to provide efficient circulation and connectivity throughout the Project site. Roadway widths, including minimum 24-foot fire access lanes where applicable, and turning radii have been designed to accommodate emergency vehicles, service vehicles, and passenger traffic. The interconnected street system enhances accessibility for fire suppression and law enforcement response.

Pedestrian circulation is supported through sidewalks, paseos, and connections to on-site parks and adjacent improvements, including the Class I multi-use trail along Esplanade Avenue. These features promote safe and convenient pedestrian movement throughout the community.

Based on the foregoing, the Project provides proper on-site traffic circulation and control for both vehicular and pedestrian movement and ensures protection for fire suppression and police services equal to or better than that which would be achieved through strict compliance with standard development requirements.

5. **The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;**

The proposed Project Site is generally flat and is shaped to accommodate a proper lot layout. Section 17.620.020 of the Development Code states that the minimum lot size for a Planned Development Permit is 2 acres. The proposed Project site greatly exceeds this requirement and is 73.06-net acres. The proposed Project will provide an efficient use of land that will meet the purpose and intent of the Low Density Residential (LDR) General Plan land use designation by modifying the development standards to accommodate a 2-7 dwelling unit per acre development as required by the 2024 General Plan. Therefore, the subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development.

6. **Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare;**

Adequate public services and facilities exist, or will be provided, to serve the proposed development. The Project has been reviewed by applicable City departments and service providers, including Public Works, Public Utilities, Sheriff's Department, and Riverside County Fire Department, to ensure that the development can be adequately served.

Utility services, including potable water, wastewater, electricity, natural gas, telecommunications, and solid waste services, are available within the vicinity of the Project site or will be extended to serve the development. Eastern

Municipal Water District has indicated its willingness and ability to provide water and wastewater service to the Project.

The Project will be conditioned to ensure that all required infrastructure improvements are constructed and that service connections and applicable fees are provided prior to occupancy. Emergency access and response capabilities have been incorporated into the Project design and will be subject to review and approval by the appropriate agencies.

Based on the foregoing, adequate public services and facilities exist, or will be provided, to serve the Project, and the proposed development will not result in a reduction of service levels to surrounding properties.

7. **The proposed development, as conditioned, will not have a substantial adverse effect on surrounding property or their allowed use;**

The proposed development will not have a substantial adverse effect on surrounding properties or their allowed uses. The Project is consistent with the General Plan and zoning designations of the surrounding area and represents a logical extension of existing and planned residential development.

The Project has been designed to be compatible with adjacent uses through site planning, building placement, and the incorporation of landscaping, open space, and internal circulation. The transition from the Project site to surrounding properties is appropriate for the area, whether adjacent lands remain in agricultural use or develop in accordance with the General Plan.

The Project is subject to Conditions of Approval and compliance with applicable Municipal Code requirements, including noise, lighting, and traffic standards, as well as the California Building Code and Fire Code. These requirements are intended to prevent nuisances and ensure that the development does not create adverse impacts on surrounding properties.

Based on the foregoing, the proposed development, as conditioned, will not have a substantial adverse effect on surrounding property or their allowed use.

8. **If the development proposes to mix residential and commercial uses whether done in a vertical or horizontal manner, the residential use is designed in a manner that it is appropriately buffered from the commercial use and is provided sufficiently enhanced amenities to create a comfortable and healthy residential environment and to provide a positive quality of life for the residents. The enhanced amenities may include additional landscaping, additional private open space, private or separated entrances, etc;**

The Project does not propose a mix of residential and commercial uses as the project does not include Commercial uses.

9. **The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection; and**

This project will have the appropriate buffers such as exterior walls and perimeter landscaping to ensure that it will be compatible with any future land use whether it remains agricultural, develops with Residential, Commercial or a project that integrates both, in accordance with the General Plan.

10. **The applicant agrees in writing to comply with any and all of the conditions imposed by the review authority in the approval of the Planned Development Permit.**

    The Applicant has agreed with all of the conditions imposed by the review authority prior to the issuance of any permits or recordation of any documents.

SUBDIVISION (TTM 39076):

1. **The proposed subdivision of land has been found to be consistent with the Development Code, General Plan, and the San Jacinto Municipal Code.**

   The proposed Tentative Tract Map (TTM 39076) is consistent with the San Jacinto Municipal Code and has been reviewed in accordance with the applicable provisions of Titles 16 and 17. The Project includes a Planned Development Permit to allow limited, controlled modifications to the development standards of the Residential Low Density (RL) zone, which are intended to facilitate a cohesive and well-designed residential community.

   Upon approval of the General Plan Amendment and Change of Zone, the Project will be consistent with the Low Density Residential (LDR) General Plan land use designation and the corresponding RL zoning designation. The proposed subdivision is consistent with the permitted density range and establishes a logical and orderly pattern of residential development.

   The Project implements applicable General Plan goals and policies, including:

   - Land Use Goal 2 and Policies LU-2.1 and LU-2.2, by promoting orderly and coordinated growth that is compatible with surrounding residential neighborhoods and supported by an interconnected circulation network and accessible open space; and

   - Land Use Goal 3 and Policies LU-3.1 and LU-3.2, by facilitating high-quality residential development that is compatible with adjacent land uses and incorporates design features that enhance neighborhood character and connectivity.

   Based on the foregoing, the proposed subdivision is consistent with the Development Code, General Plan, and Municipal Code.

2. **The tentative map does not propose to divide land which is subject to a contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a Land Conservation Act contract but the**

resulting parcels following division of the land will be of an adequate size to sustain their agricultural use

The project site is not subject to a contract pursuant to the California Land Conservation Act of 1965 as detailed in the analysis completed through the Mitigated Negative Declaration document. In addition, the projects title report did not have indication of a Williamson Act Contract.

3. **The site is physically suitable for the type and proposed density of development proposed by the tentative map.**

The Project site is physically suitable for the proposed subdivision of 419 single-family residential lots. The proposed use is consistent with the Residential Low Density (RL) zoning designation and the Low Density Residential (LDR) General Plan land use designation, which permits residential development within the proposed density range.

The site is of sufficient size and configuration to accommodate the proposed subdivision, including residential lots, internal circulation, and open space areas. The Project represents a logical expansion of existing and planned residential development in the surrounding area, including neighborhoods to the north, east, and west.

The Project site has access to existing and planned infrastructure necessary to support the proposed development, including potable water, wastewater, natural gas, and electrical services, which are available within adjacent roadways. The site is also located in proximity to existing community amenities, including parks and schools, which support the residential character of the Project.

Based on the foregoing, the site is physically suitable for the type and density of development proposed.

4. **The design of the subdivision and the proposed improvements, with conditions of approval, are either:**

   a. **Not likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat; or**

      An Initial Study was prepared for the Project in accordance with the California Environmental Quality Act (CEQA) to evaluate potential environmental impacts. The Initial Study determined that, with the incorporation of mitigation measures, the Project will not have a significant effect on the environment, including impacts to biological resources such as fish and wildlife and their habitat.

      All mitigation measures identified in the Initial Study have been incorporated into the Project and will be implemented through the Mitigation Monitoring and Reporting Program. Accordingly, the design

of the subdivision and proposed improvements is not likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

b. An environmental impact report under which a finding has been made pursuant to Public Resources Code Section 21081(a)(3) that specific economic, social, or other considerations make infeasible mitigation measures or project alternatives identified in the environmental impact report.

The project's impacts were not significant enough to require the preparation of an environmental impact report. A Mitigated Negative Declaration was prepared for the Project to assess any significant environmental impacts, and it was determined that a Mitigated Negative Declaration is the appropriate level of environmental document. Therefore, findings pursuant to Public Resources Code Section 21081(a)(3) are not necessary.

5. The design of the subdivision of land and the type of improvements are not likely to cause serious public health problems.

The implementation of the proposed conditions will ensure that the Project will not be detrimental to the public interest, health, safety, convenience, or welfare of the City or the future residents of the development. As previously mentioned, a Mitigated Negative Declaration was prepared for the proposed subdivision, which analyzed items that can cause public health problems such as Air Quality, Hazardous Materials, and Utilities. It was determined through the environmental document that with incorporation of mitigation measures, the impacts to public health problems would be less than significant

6. That design of the subdivision provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible.

The design of the subdivision will provide for future passive cooling opportunities with the implementation of building setbacks, lot coverage requirements, landscaping requirements, including required street trees, and open space areas. This can also include configuration to permit orientation of a structure to take advantage of shade and prevailing breezes. Furthermore, natural heating opportunities can be provided with orientation of a structure in an east-west alignment for southern exposure.

The proposed project is a subdivision and Planned Development Permit, subsequent development will be analyzed and conditioned through a Site Plan and Design Review. As part of the Site Plan and Design Review process, the Planning Department will ensure that natural heating and cooling opportunities are explored to the extent feasible and condition the project accordingly.

7. **The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision, or the design of the alternate easements which are substantially equivalent to those previously acquired by the public will be provided.**

   Per the title report provided by the project applicant, the site consists of two easements for a right-of-way over a strip of land 30 feet wide located outside the property line on Cawston Avenue. The second easement is granted to Easter Municipal Water District for sewage transmission and collection facilities. This easement is located outside the property lines along Cawston Avenue. These two easements are shown in the Tentative Tract Map and will not conflict with the development of the proposed Project.

8. **The subdivision is consistent with the City's parkland dedication requirements (per the Quimby Act), as applicable, in accordance with Chapter 16.75 (Parkland Dedication and Fees).**

   The proposed subdivision is consistent with the City's parkland dedication requirements pursuant to Chapter 16.75 of the San Jacinto Municipal Code. The Project provides approximately 3.26 acres of usable parkland within designated park lots, which contributes toward satisfying the City's parkland dedication requirement.

   Any remaining parkland obligation will be satisfied through the payment of in-lieu fees, in accordance with Chapter 16.75, as required by the Conditions of Approval.

   Based on the foregoing, the Project complies with the City's parkland dedication requirements.

SECTION 3. Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Application complies with CEQA for the following reasons:

An environmental analysis has been conducted which evaluated information and impacts based on the specifics of this proposed project. This analysis determined that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent and other effects will be mitigated to a level of less than significant impact. Therefore, a Mitigated Negative Declaration and its associated Mitigation Monitoring Plan is recommended.

SECTION 4. The location and custodian of the documents and any other material which constitute the record of proceedings upon which the City Council based its decision is as follows: Community Development Director, City of San Jacinto Planning Department, 595 San Jacinto Ave, San Jacinto, CA 92583. (909) 487-7330.

SECTION 7. Effective Date. This Resolution shall become effective upon its adoption.

PASSED, APPROVED, AND ADOPTED the 21st Day of July 2026 by the following vote.

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS
CITY OF SAN JACINTO)

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Resolution No. 4141 was duly passed, and adopted at a regular meeting of the City Council of the City of San Jacinto on the 21st day of July 2026 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Witness my hand and seal the 21st day of July 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

General Notes, Requirements, and Conditions of Approval
General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076

Approval Date: TBD
Effective Date: TBD
Expiration Date: TBD

PROJECT LOCATION: West site of Cawston Avenue extending between Seventh Street and Esplanade Avenue
San Jacinto, CA APN: 432-260-009, 432-260-026, 432-260-027

APPLICANT: **Chacon, LLC**
2451 Ramona Expressway
San Jacinto, CA 92582

ACCEPTED AND AGREED TO BY: _____

Applicant (signature) Date

PROJECT DESCRIPTION

A General Plan Amendment from Very Low Density Residential to Low Density Residential; a Change of Zone from Rural Residential to Residential Low Density; approval of a Planned Development Permit and Tentative Tract Map 39076 to subdivide three parcels into 419 single-family residential lots on approximately 73.97 gross acres, including on-site roadways, parks, a detention basin, and landscaping.

General Requirements & Information

A. To the extent permitted by law the applicant/licensee shall by accepting these conditions agree to defend (with legal counsel of City's selection), indemnify, and hold harmless the City and its elected and appointed officials, agents, attorneys, employees and officers, from any action, claim or proceeding brought by any party other than the applicant/licensee against the City or its elected and appointed officials, agents, employees and officers to attack, set aside, void, or annul a discretionary land use approval of the City, which action is brought within the applicable statute of limitations. The required indemnification shall include damages awarded against the City, if any, costs of suit, attorneys' fees and other costs and expenses incurred in connection with the action. The City shall promptly notify the applicant/licensee of any such claim, action, or proceeding and cooperate fully in the defense.

B. The residential subdivision shall comply with all required development standards of the Development Code and the Planned Development Permit (PDP). When a conflict between the Development Code and the PDP exists, the PDP standards will supersede the Development Code

C. An SB 330 Preliminary Application was submitted for this development and became effective on March 31, 2025 (the "Vesting Date"), which is the date the applicant submitted a complete application pursuant to Government Code Section 65941.1. **The City will utilize the development standards and fees in effect on March 31, 2025**.

D. The residential subdivision shall comply with the Subdivision Map Act (Government Code Section 66410 et seq.) and Title 16 (Subdivisions) of the Municipal Code.

E. The effective date of Tentative Tract Map 39076 is ten (10) days following the approval date. The approval will lapse if a final map has not recorded within three (3) years from the date upon which the approval was granted. Unless a time extension is approved by the City's applicable review authority, applications for time extensions must be received prior to the expiration date. The filing of a final map for phase 1 of the Tentative Tract Map shall extend the life of the remaining portion of the Tentative Tract Map consistent with Government Code section 66452.6. The Tentative Tract Map may be recorded in phases in a manner consistent with the phasing map.

F. The developer/applicant or successor in interest shall pay any outstanding planning application or processing fees within ten (10) days of City's request therefore and prior to permits being exercised. Failure to do so will be grounds for Code Enforcement actions, revocation, or further legal action.

G. The Project shall fully and continually comply with all applicable conditions of approval, State, Federal, and local laws in effect at the time the permit is approved and exercised, and which may become effective and applicable thereafter. Failure to do so will be grounds for Code Enforcement actions, revocation, or further legal action.

H. This permit shall run with the land associated to the project/permit and continues to be valid upon change of ownership. All applicable conditions of approval shall continue to apply with a change in property ownership.

I. All plans submitted to the City shall be in substantial conformance with the plans in this approval as conditioned. This condition applies to site plans, grading plans, landscape plans, building plans, elevations, and all other illustrations, text, or plans submitted to the City in connection with the Project.

J. The approved entitlement cannot be legally conducted on the subject property until all applicable conditions of approval have been met to the satisfaction of the Planning Department.

K. The applicant shall be subject to all applicable development fees. Such fees may include, but not be limited to Development Impact Fees, Park Fees, School Fees, Transportation Uniform Mitigation Fees, and Multiple Species Habitat Conservation Plan Fees.

L. Signs shall be permitted in accordance with Chapter 17.335 – Sign Regulations of the Development Code in effect on the Vesting Date. Any signs, including exterior-mounted, monument, and window signs, shall be subject to separate review and assessment. A separate sign application, including fees and additional sets of plans, will be necessary prior to sign permit issuance.

M. The City shall have the right to inspect the site and facilities to ensure compliance with the conditions of approval and to recover its actual costs related to such inspections from the property owner or tenant.

N. Site Plan and Design Review (SPDR) for construction of the dwelling units shall ensure that all lumber scraps, combustible materials, and other debris be picked up daily, or more often as required by the Building and Safety Division.

O. All existing and new utilities adjacent to and on the Project site shall be located underground as per City of San Jacinto Municipal Code Section 15.32.

P. In the event of a conflict between any conditions for this approval, the most restrictive regulations shall apply.

Q. The contractor shall comply with the following best practices during the construction phase of the development.

- The erection (including excavation), demolition, alteration or repair of any building shall occur between the **hours** of seven a.m. and seven p.m. on weekdays and Saturdays, and between 9:00 a.m. and 6:00 p.m. on Sundays and holidays, except when such work complies with the terms of a temporary use permit which may be issued by the community development director or his or her designee, upon a showing of sufficient need due to hot or inclement weather, or the use of an unusually long process material, or other circumstances of unusual and compelling nature.

- During the entire active construction period, equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds), wherever feasible.

- During the entire active construction period, stationary noise sources shall be located as far from sensitive receptors as possible, and they shall be incorporated to the extent feasible.

- Select haul routes that avoid the greatest amount of sensitive use areas. Avoid soil hauling through residential areas.

- Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.

- Equipment shall be maintained and operated such that loads are secured from rattling or banging.

R. A copy of all pages of these Conditions shall be included in the construction drawing packages for grading plans and building permits, including landscaping permits.

S. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level, or switch off back-up alarms and replace them with human spotters in compliance with all safety requirements and laws.

T. A grading permit shall be obtained from the City of San Jacinto prior to the commencement of any grading outside of the City-maintained Road right-of-way.

U. The Project is required to comply with San Jacinto Development Code Section 17.300.080 which requires all exterior lighting to be shielded or modified and located so as to eliminate spillover illumination or glare beyond the property line or upward into the sky.

Engineering Department General Requirements & Information

V. With respect to the Conditions of Approval for the above referenced project, the City of San Jacinto requires that the developer/property owner provides the following street improvements and/or road dedications in accordance with the City of San Jacinto Municipal Code. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office. In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic impact Analysis, the most stringent in the opinion of the City shall prevail.

W. The project grading shall be in a manner to perpetuate existing natural patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

X. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

Y. The developer/property owner shall secure City's and appropriate agencies' clearances and approvals of the improvement plans.

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Planning	1) The Final Map shall accurately depict the Typical Rear Yard sections within the PDP.	☐
Prior to Recordation of the Final Map Phase 1	Planning	2) The developer/applicant shall prepare CC&R's for City review and approval. The CC&R's shall include a provision for maintenance of the common spaces within the subdivision and shall include a provision allowing the increase of fees to ensure continued maintenance of all common and public areas in the event any assessment district is reduced or eliminated. A Homeowners Association (HOA) shall be established to enforce the CC&Rs, and to provide ongoing maintenance of the parking areas, park, basins and landscaped areas.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	3) A final map shall be filed for review and approval and shall be recorded.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	4) The developer/property owner shall have approved improvement plans, executed subdivision improvement agreement, and posted securities for the public improvements.	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Engineering	5) A total of 52 feet (52') shall be dedicated for all interior streets within Phase 1 and will be privately maintained.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	6) A total of 56 feet (56') shall be dedicated for Street "A", a privately maintained street.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	7) A total of 80 feet (80') shall be dedicated for the Street "K" entry, a privately maintained street.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	8) Seventh Street is classified as a Major per the City General Plan. A 30-foot wide halfwidth right-of-way is currently dedicated along the property's northerly frontage. The developer/property owner shall dedicate the required additional 20 feet (20') of right-of-way to provide for a 50-foot wide halfwidth right-of-way.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	9) Cawston Avenue is classified as a Major per the City General Plan. A 30-foot wide halfwidth right-of-way is currently dedicated along the property's easterly frontage. The developer/property owner shall dedicate the required additional 20 feet (20') of right-of-way to provide for a 50-foot wide halfwidth right-of-way.	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Engineering	10) Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	11) All easements and/or public street rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	12) The developer/property owner shall sign the consent and waiver form to join the City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	13) The developer/property owner shall submit the following to the City Engineer for review and approval: • Street Improvement Plans • Street Light Plans prepared by a registered Electrical Engineer • Signing and Striping, Traffic Signal Plans as appropriate • Onsite Grading and Erosion Control Plans – Plans shall show the approved WDID No. • Geotechnical Report (for reference) • Sewer and Water Plans • Storm Drain Improvement Plans • Hydrology and Hydraulic Analysis • Final WQMP (for reference) including WDID No.	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
		• Traffic Signal Plan The design shall comply with Eastern Municipal Water District (EMWD), Fire Department, Riverside County Flood Control and Water Conservation District (RCFCD), Riverside County Transportation Department, Caltrans, City of San Jacinto and ADA most recent standards, criteria, and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	
Prior to Recordation of the Final Map Phase 1	Engineering	14) The following statement shall be added to the Final Map: NOTICE OF DRAINAGE FEES – Notice is hereby given that this property is located in San Jacinto Valley Area Drainage Plan which was adopted by the City of San Jacinto pursuant to Ordinance 13-01 and Section 66001, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of San Jacinto prior to issuance of the building permit for a parcel, and that the property owner shall pay the fee required at the rate in effect at the time of issuance of the actual permit.	☐
Prior to Recordation of the Final Map Phase 1	Special Districts	15) Establish a funding mechanism for the maintenance of public improvements. • One such mechanism is annexation into the Public Facilities Maintenance Community Facilities District (CFD) is an option to fulfill the funding requirement for maintenance of public improvements. If a property owner opts to annex into a CFD, the annexation must be finalized in order to satisfy this condition.	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Special Districts	16)Establish a funding mechanism for the public safety services. • One such mechanism is annexation into the Public Safety Community Facilities Districts (CFD) is an option to fulfill the funding requirement for public safety services. Funding of services under the City's CFDs will consist of an annual assessment based on the costs of such services, as determined by a City's Engineer's Estimate and established by tax zone.	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 2)	Met?
Prior to Recordation of the Final Map Phase 2	Engineering	17)A final map for phase 2 shall be filed for review and approval and shall be recorded.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	18)The developer/property owner shall have approved improvement plans, executed subdivision improvement agreement, and posted securities for the public improvements.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	19)A total of 52 feet (52') shall be dedicated for all interior streets withing phase 2. Interior Streets will be privately maintained.	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 2)	Met?
Prior to Recordation of the Final Map Phase 2	Engineering	20) Esplanade Avenue is classified as an Arterial per the City General Plan. A 56-foot wide halfwidth right-of-way is currently dedicated along the property's southerly frontage. The developer/property owner shall dedicate the required additional 17 feet (17') of right-of-way to provide for a 73-foot wide halfwidth right-of-way with Phase 2.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	21) Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	22) All easements and/or street rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	23) The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	24) The developer/property owner shall submit the following to the City Engineer for review and approval: • Street Improvement Plans • Street Light Plans prepared by a registered Electrical Engineer • Signing and Striping, Traffic Signal Plans as appropriate • Onsite Grading and Erosion Control Plans – Plans shall show the	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 2)	Met?
		approved WDID No. • Geotechnical Report (for reference) • Storm Drain Improvement Plans • Hydrology and Hydraulic Analysis • Final WQMP (for reference) including WDID No. • Traffic Signal Plan The design shall comply with Eastern Municipal Water District (EMWD), Fire Department, Riverside County Flood Control and Water Conservation District (RCFCD), Riverside County Transportation Department, Caltrans, City of San Jacinto and ADA most recent standards, criteria, and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	
Prior to Recordation of the Final Map Phase 2	Engineering	25) The following statement shall be added to the Final Map: NOTICE OF DRAINAGE FEES – Notice is hereby given that this property is located in San Jacinto Valley Area Drainage Plan which was adopted by the City of San Jacinto pursuant to Ordinance 13-01 and Section 66001, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of San Jacinto prior to issuance of the building permit for a parcel, and that the property owner shall pay the fee required at the rate in effect at the time of issuance of the actual permit.	☐

Timing	Responsible Department	Prior to a Specific Date	Met?
30-days Prior to Grading	Planning	26) **Mitigation Measure BIO-1**: Burrowing Owl Pre-Construction Surveys. The Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for burrowing owl on the Proposed Project Site (and including adjacent areas within 500 feet to the extent possible) within 30 days prior to construction. Methods for the pre-construction surveys shall be conducted as a one-day focused survey following the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP 2006). Following the survey, the Biologist shall prepare a Memorandum/Letter Report describing the methods and results of the survey for submittal to the City. If burrowing owl are observed, the Report shall also make recommendations for avoidance and minimization measures depending on the timing of construction and the location of the active burrow with respect to planned activities. If burrowing owl are observed, the Project Applicant (or their designee) shall contact the City to discuss avoidance and minimization options. During the breeding season (i.e., March 1 to August 31), restrictions shall be placed on construction activities in the vicinity of any active burrow until the burrow is no longer active, as determined by a qualified Biologist. The protective buffer shall be 500 feet (or as otherwise approved by the City) around the active burrow. The protective buffer shall be flagged clearly in the field, mapped as an “Environmentally Sensitive Area,” and the maps provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. During the wintering season, an active burrow may be closed following CDFW-approved procedures with permission from the City. If the wintering burrow would not be directly impacted, a protective buffer of 160 feet (or as otherwise approved by the City) shall be placed around the burrow. The protective buffer shall be flagged clearly in the field, mapped as an “Environmentally Sensitive Area,” and the maps	☐

Timing	Responsible Department	Prior to a Specific Date	Met?
		provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. The Project Applicant shall not proceed with construction until the avoidance and minimization measures have been approved by the City and all appropriate protections are in place.	
Three days prior to Grading	Planning	27) Mitigation Measure BIO-2. Nesting Bird Survey. To the extent possible, vegetation removal will be conducted during the non-breeding season (September 12 to January 31)1 in order to minimize direct impacts on nesting birds and raptors. If construction activities would be initiated during the peak breeding season for nesting birds/raptors (February 1–June 30), a preconstruction survey will be conducted by a qualified Biologist within three days prior to the initiation of construction (including demolition of structures). The nesting bird/raptor survey area will include a buffer of 100 feet around the work area for nesting birds and a buffer of 500 feet around the work area for nesting raptors. This survey can be combined with the pre-construction burrowing owl survey described in MM BIO-1. If the Biologist does not find any active nests in or immediately adjacent to the impact area, construction activities can proceed. If the Biologist detects an active nest within or immediately adjacent to the construction area and determines that the nest may be impacted, or breeding activities substantially disrupted by increased activity around the nest, the Biologist will determine an appropriate protective buffer around the nest depending on the sensitivity of the species and the nature of the construction activity. The protective buffer shall be between 25 to 100 feet for nesting birds and 300 to 500 feet for nesting raptors. No work will be allowed within the protective buffer until nesting activity has ended, as determined by a qualified Biologist. Any protective buffers will be flagged clearly in the field, mapped as “Environmentally Sensitive Areas,” and the maps provided to the Project Applicant, their designee (e.g., Construction	☐

		Supervisor), and the City. Construction can proceed within the protective buffer when the qualified Biologist has determined that the nest is no longer active (i.e., fledglings have left the nest, or the nest has failed).	

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	28) A grading permit shall be obtained from the City of San Jacinto prior to the commencement of any grading outside of the City-maintained road right-of-way.	☐
Prior to Issuance of Grading Permit	Planning	29) A copy of all pages of these Conditions shall be included in the construction drawing packages for grading plans.	☐
Prior to Issuance of Grading Permit	Planning	30) All imported soils/fill shall be tested to ensure Contaminants of Concern (COC's) meet the applicable screening levels as outlined in DTSC's Preliminary Endangerment Assessment Guidance Manual. The applicant/developer shall provide the following to the Planning Department for review: a. Report of testing performed. b. Documentation of the origins of the soil/fill material, if applicable, sampling be conducted to ensure that the imported soil/fill material are suitable for the intended land use. c. The soil sampling should include analysis based on the source of the soil/fill and knowledge of prior land use.	☐
Prior to Issuance of Grading Permit	Planning	31) **Mitigation Measure BIO-3.** Western Riverside County Regional Conservation Authority Multiple Species Habitat Conservation Plan (MSHCP) Fee. Prior to the issuance of a grading permit, the Project Applicant shall pay the MSHCP mitigation fee as directed by the City of San Jacinto based on the most current rates.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	32) **Mitigation Measure BIO-4.** MSHCP Construction Minimization Measures. The Project Applicant and their designee (i.e., Construction Contractors) shall follow required MSHCP Construction Minimization Measures (Section 7.5.3 of the MSHCP). Applicable construction minimization measures are listed below. Plans for water pollution and erosion control will be prepared for all Discretionary Projects involving the movement of earth in excess of 50 cubic yards. The plans will describe sediment and hazardous materials control, dewatering or diversion structures, fueling and equipment management practices, use of plant material for erosion control. Plans will be reviewed and approved by the City prior to construction. Timing of construction activities will consider seasonal requirements for breeding birds and migratory non-resident species. Habitat clearing will be avoided during species active breeding season defined as March 1 to June 30. Sediment and erosion control measures will be implemented until such time soils are determined to be successfully stabilized.	☐
Prior to Issuance of Grading Permit	Planning	33) **Mitigation Measure CUL-1.** Archaeological Monitor. The Project proponent shall retain a Project Archaeologist prior to the initiation of ground-disturbing activities to monitor ground-disturbing activities occurring within native sediment (in situ material). In the event that archaeological resources are discovered at the Proposed Project Site, the handling of the discovered resources shall occur, as described below. All artifacts discovered shall be inventoried and analyzed by the Project Archaeologist. If any artifacts of Native American	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		origin are discovered, all activities in the immediate vicinity of the find (within a 50-foot radius) shall stop, and the Project Archaeologist shall notify the property owner and tribes identified by the NAHC as being affiliated with the area. The Project Archaeologist and Tribal Representative will analyze the Native American artifacts for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement, and function, as deemed possible. The significance of Native American resources shall be evaluated in accordance with the provisions of CEQA and shall consider the religious beliefs, customs, and practices of the affiliated tribes. All items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling. Non-Native American artifacts shall be inventoried, assessed, and analyzed for cultural affiliation, personal affiliation (prior ownership), function, and temporal placement. After analysis and reporting, these artifacts shall be subjected to curation or returned to the property owner, as deemed appropriate. Once grading activities have ceased or the Project Archaeologist, in consultation with the lead agency and Tribal Representative, determines that monitoring is no longer necessary, monitoring activities can be discontinued. A report of findings, including an itemized inventory of recovered artifacts, shall be prepared upon completion of the steps outlined above. A copy of the report shall also be filed with the EIC.	

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	34) **Mitigation Measure CUL-2.** Discovery of Human Remains. All discovered human remains shall be treated with respect and dignity. California State law (California Health & Safety Code Section 7050.5) and federal law and regulations ([Archaeological Resources Protection Act 16 United States Code (USC) 470 & 43 Code of Federal Regulations (CFR) 7], [Native American Graves Protection & Repatriation Act 25 USC 3001 & 43 CFR 10] and [Public Lands, Interior 43 CFR 8365.1–7]) require a defined protocol if human remains are discovered in the State of California regardless of whether the remains are modern or archaeological in origin. If human remains, grave goods, ceremonial items, and/or sacred items are encountered, work will immediately halt within the immediate area and any nearby area reasonably suspected to overlie adjacent remains, and a 100-foot ESA boundary will be established to protect the find from impact, and the Soboba Band of Luiseno Indians and the City of San Jacinto Planning Division shall be immediately notified. In accordance with Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5(e), if human remains are found, the Riverside County Coroner's office shall be notified by the permittee within 24 hours of the discovery. County Coroner's determination regarding the origin of the remains and any required notification is described in Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5(e). No further excavation or disturbance of the potential human remains, or any area reasonably suspected to overlie additional remains, shall occur until a determination has been made, any notifications have been sent and received, and the Riverside County Coroner's Office has cleared the site.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	35) **Mitigation Measure GEO-1**. Paleontological Treatment Plan. In the event that potential paleontological resources are discovered during ground-disturbing activities, work will stop in that area and within 30 feet of the find until a qualified paleontologist can assess the significance of the find and, if necessary, develop appropriate treatment measures. Treatment measures may include monitoring by a qualified paleontologist during construction-related ground- disturbing activities. The monitor will retain the option to reduce monitoring if it is determined that the sediments were previously disturbed. Monitoring may also be reduced if potentially fossiliferous units are not present or, if present, are determined to have a low potential to contain fossil resources. The monitor will be equipped to salvage fossils and samples of sediments as they are unearthed and will be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Recovered specimens will be prepared to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. Specimens will be curated into a professional, accredited museum repository with permanent retrievable storage. A report of findings, with an appended itemized inventory of specimens, will be prepared and will signify completion of the mitigation.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	36) **Mitigation Measure TCR-1:** Prior to grading permit issuance, the developer shall enter into a Treatment and Disposition Agreement (TDA) with the Soboba Band of Luiseño Indians to address treatment and disposition of archaeological, or Tribal Cultural Resources and human remains associated with the Soboba Band of Luiseño Indians that may be uncovered or otherwise discovered during ground-disturbing activities related to the project, if monitoring deemed necessary by Soboba Band of Luiseño Indians. The TDA will establish provisions for tribal monitoring and shall be submitted to the Planning Division once it has been executed.	☐
Prior to Issuance of Grading Permit	Planning	37) If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine the identity of and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD must complete the inspection within 48 hours of being granted access to the site. If human remains, grave goods, ceremonial items, and/or sacred items are encountered, work will immediately halt within the immediate area and any nearby area reasonably suspected to overlie adjacent remains, and a 100-foot ESA boundary will be established to protect the find from impact, and the Soboba Band of Luiseno Indians and the City of San Jacinto Planning Division shall be immediately notified. In accordance with Section 7050.5 of the California Health and Safety Code and State CEQA Guidelines Section 15064.5(e), if human remains are found, the Riverside County Coroner's office shall be notified by the permittee within 24 hours of the discovery. County Coroner's determination regarding the origin of the remains and any required notification is described in Section 7050.5 of the California Health and	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		Safety Code and State CEQA Guidelines Section 15064.5(e). No further excavation or disturbance of the potential human remains, or any area reasonably suspected to overlie additional remains, shall occur until a determination has been made, any notifications have been sent and received, and the Riverside County Coroner's Office has cleared the site.	
Prior to Issuance of Grading Permit	Planning	38) The Migratory Bird Treaty Act (MBTA) prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service. The list of migratory bird species protected by the law is primarily based on bird families and species included in the four international conservation treaties that the U.S. entered into with Canada in 1916, Mexico in 1936, Japan in 1972, and Russia in 1976. The list of birds protected under the law can be found under Title 50 Part 10.13 of the Code of Federal Regulations. Additionally, California Fish and Game Code Section 3503.5 states that it is "unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." California Fish and Game Code Section 3511 prohibits the taking of any bird listed as fully protected and Section 3515 states that is it unlawful to take any non-game migratory bird protected under the MBTA.	☐
Prior to Issuance of Grading Permit	Planning	39) A copy of all pages of these Conditions shall be included in the construction drawing packages for grading plans.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	40) The proposed site design BMPs selected for this project have been approved in concept. The project shall submit a Final Addendum WQMP including plans and details providing the elevations and slopes of the three bioretention basins and other details for the proposed structural BMPs. The Public Works Department shall review and approve the Final WQMP document, plans and details. The Public Works Department shall review and approve the Final WQMP document, plans and details.	☐
Prior to Issuance of Grading Permit	Planning	41) The development shall be subject to all provisions of City of San Jacinto Municipal Code Chapter 13.44, which establishes Urban Stormwater Runoff Management and discharge controls to improve Water Quality and comply with Federal/State Regulations and any subsequent amendments, revisions or ordinances pertaining thereto.	☐
Prior to Issuance of Grading Permit	Planning	42) A Final Water Quality Management Plan (WQMP) shall be submitted and approved, including a project description, and identifying Best Management Practices (BMPs) that will be used on-site to reduce pollutants into the storm drain system to the maximum extent practicable. The Water Quality Management Plan shall identify the structural and non-structural measures consistent with the City's adopted requirements.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	43) The developer/applicant or successor in interest shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City for coverage under the National Pollutant Discharge Elimination System General Construction Permit. **The applicant/developer shall provide documentation to the City for review.**	☐
Prior to Issuance of Grading Permit	Planning	44) The contractor shall provide a letter that agreeing to follow the City's General Plan and Noise Ordinance. In addition, the letter shall indicate the contractor shall implement the following best practices during the construction phase of the development. a. Limit construction to the daytime hours (7:00 AM to 7:00 PM) and prohibit construction on Sundays and holidays. b. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction on days and hours, as well as telephone numbers of the City's and contractor's authorized representative that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report to the City.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		c. During the entire active construction period, equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds), wherever feasible. d. During the entire active construction period, stationary noise sources shall be located as far from sensitive receptors as possible, and they shall be incorporated to the extent feasible. e. Select haul routes that avoid the greatest amount of sensitive use areas. Avoid soil hauling through residential areas. f. Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes. g. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which, automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace them with human spotters in compliance with all safety requirements and laws. h. No radios or other sound equipment shall be used at this site unless required for emergency response by the contractor. i. The City shall require the developer to require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random	

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		field inspections by applicant personnel during construction activities. j. Equipment not in use for five minutes shall be shut off. k. Equipment shall be maintained and operated such that loads are secured from rattling or banging. l. Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment. **The applicant / developer shall provide a letter from the contractor agreeing to implement this condition.**	
Prior to Issuance of Grading Permit	Building & Safety / Planning	45) The developer shall comply with the following requirements to the satisfaction of the Building & Safety Division: a. The site shall be watered on an on-going basis to control dust during construction and grading. b. There shall be regular street sweeping and clean up of adjacent streets to minimize the amount of dust put into the air from motor vehicle travel. c. Mud and dirt shall be removed from construction equipment and vehicles prior to leaving the site to ensure they do not spread dirt into the street. An energy conservation plan showing compliance with Title 24 (Building Standards) of the California Administrative Code shall also be provided.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Building & Safety / Planning	46) Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sandbags shall be used to capture and hold eroded material on the project site for future cleanup.	☐
Prior to Issuance of Grading Permit	Building & Safety / Planning	47) All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the project site during future construction activities.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Building & Safety / Planning	48) Prior to and during grading and construction, should an accidental release of a hazardous material occur, the following actions will be implemented: a. Construction activities in the immediate area will be immediately stopped; appropriate regulatory agencies will be notified; immediate actions will be implemented to limit the volume and area impacted by the contaminant; the contaminated material, primarily soil, shall be collected and removed to a location where it can be treated or disposed of in accordance with the regulations in place at the time of the event; b. Any transport of hazardous waste from the property shall be carried out by a registered hazardous waste transporter; and testing shall be conducted to verify that any residual concentrations of the accidentally released material are below the regulatory remediation goal at the time of the event. All of the above sampling or remediation activities related to the contamination will be conducted under the oversight of Riverside County Certified Unified Program Agency (CUPA) Site Mitigation Unit (SMU). All of the above actions shall be documented and made available to the appropriate regulatory agencies prior to closure (a determination of the regulatory agency that a site has been remediated to a threshold that poses no hazard to humans) of the contaminated area.	☐
Prior to Issuance of Grading Permit	Engineering	49) The developer/property owner shall have approved grading and improvement plans, executed grading agreement as directed by the City Engineer, and posted securities.	☐

Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Engineering	50) The developer/property owner shall submit the following plans and reports to the City Engineer for review and approval: a. Onsite Grading and Erosion Control Plans – Plans shall show the approved WDID No. b. Geotechnical Report (for reference) c. Storm Drain Improvement Plans d. Hydrology and Hydraulic Analysis e. Final WQMP (for reference) including WDID No. f. Traffic Signal Plan The design shall comply with, RCFCD, and City of San Jacinto, and ADA most recent standards, criteria, and requirement and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Planning	51) The applicant shall demonstrate compliance with SCAQMD rules, Rule 201 – Permit to Construct and Rule 203 – Permit to Operate by obtaining the proper permits from SCAQMD. The applicant/developer shall provide documentation that these permits were obtained.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	52) All plans submitted shall be in substantial conformance to the approved Planned Development Permit and Tentative Tract Map. This condition applies to site plans, grading plans, landscape plans, building plans, elevations, and all other illustrations, text, or plans submitted to the City in connection with the project.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	53) Grading and public improvements shall be installed in accordance with city standards and specifications.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	54) Building permit plans shall be substantially consistent with plans approved through this entitlement, as determined by City Planning.	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Planning	55) A Site Plan & Design Review plan shall be submitted and approved by the City. The design review shall be consistent with the Residential Development Design Regulations (Section 17.425.020) and other relevant sections of the Development Code. At a minimum it should consist of: a. A precise grading plan with the plotting of homes, setbacks from property lines, paved areas, slopes, etc.; b. Floor plans; c. Architectural elevations (in color) of all sides; d. Typical front yard landscaping; e. Entry monumentation, and parkway landscape treatments; f. Wall and Fence Plan that includes a decorative block wall around the perimeter of the project and interior fencing; and g. Common mailbox architectural treatment Elevations of houses facing Esplanade Avenue, Cawston Avenue, and 7th Street shall be enhanced.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	56) **Mitigation Measure HAZ-1.** Asbestos Containing Materials Survey. Prior to the disturbance of any suspect Asbestos Containing Materials (ACMs) during construction or demolition activities at the Proposed Project Site, a comprehensive survey shall be required to sample materials on-site and confirm the presence or absence of ACMs. If such materials are identified and need to be disturbed, repaired, or removed, a licensed abatement contractor shall be consulted further	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Planning	57) **Mitigation Measure HAZ-2.** Methane Testing. Prior to the issuance of building permits, methane testing shall be conducted by a licensed engineer, geologist, or registered environmental assessor, and as necessary, shall include measures to reduce concentrations of methane to an acceptable level.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	58) The developer/applicant or successor in interest shall record a "Water Quality Management Plan and Urban Runoff BMP Transfer Access and Maintenance Agreement," to provide public notice of the requirement to implement the approved Final project-specific WQMP and the maintenance requirements associated with the WQMP. The developer/applicant or successor in interest shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit: Field verification that structural Site Design, Source Control, and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP). City WQMP Inspector will be notified for required inspections during construction.	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Planning	59) Submit a detailed landscape and irrigation plan for review and approval. The landscape plans shall be prepared by a licensed landscape architect in conformance with Chapter 17.325 – Water Efficient Landscape and Irrigation and Section 17.325.060 – Landscape and Irrigation Submittal Package Requirements of the Development Code and the City Landscape Design Guidelines for review and approval by the City Landscape Architect. Plans should be submitted at least 30 days prior to the expected date of permit issuance. The Landscape and Irrigation Submittal Package shall include: a. A completed application packet provided by the City; b. The Water Efficient Landscape Worksheet, including the MAWA and ETWU; Note the ETo rate for San Jacinto is 56.8 per State guidelines. c. The soils management report; d. The landscape design plan; e. The irrigation design plan; c. The grading plan. d. A completed application packet provided by the City; e. The Water Efficient Landscape Worksheet, including the MAWA	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Planning	60) Submit a Fence and Wall Plan for review that shows the following: a. The developer will work with any adjacent property owners to remove existing walls/fencing (double walls are not permitted). b. The developer will show on the plans how they will connect to the existing wall located to the west. Proposed wall should be similar in color, material, pilaster size, and caps.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	61) **All-Electric Project Design.** The developer/applicant shall design the residential units, common areas, recreation buildings, project amenities, and other permanent on-site facilities to operate on electrical power only, consistent with the assumptions evaluated in the Project's Initial Study/Mitigated Negative Declaration and supporting Air Quality, Greenhouse Gas, and Energy analysis. Compliance shall be demonstrated on applicable utility plans, improvement plans, and building plans to the satisfaction of the City Engineer, Building Official, and Planning Division prior to issuance of applicable permits. *Note: This Condition was added by Staff following the Planning Commission Hearing.*	☐
Prior to Issuance of Building Permits of Phase 1	Building & Safety	62) The contract with demolition and construction contractors shall include the requirement that all materials that can be recycled shall be salvaged and recycled. This includes, but is not limited to, wood, metals, concrete, road base, and asphalt. The developer shall submit a recycling plan to the City for review and approval prior to the start of demolition/construction activities to accomplish this objective.	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	63) Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and be approved prior to installation. Reference CFC as amended by Health and Safety Code section 18938.5.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	64) Phased Construction Access and Water Supply: If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Reference CFC as amended by Health and Safety Code section 18938.5.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	65) Fire and Life Safety Requirements - Final fire and life safety conditions will be addressed when the Fire Department reviews any subsequent submittals. These conditions will be based on California Fire Code (CFC), California Building Code (CBC), and related codes/standards adopted and amended at the time of construction plan submittal or as applicable pursuant to Health and Safety Code section 18938.5.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	66) Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to the Fire Department to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow. Reference CFC 507.3 as amended. **Will Serve Letters from the responsible water purveyor are required prior to a map recordation.**	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	67) Fire Protection Water Supplies/Hydrants – The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the CFC Appendix C. Fire hydrants shall be located no more than 600 feet from all portions of the exterior of the building along an approved route from a fire apparatus access road. Where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided as spacing not to exceed 1000 feet along streets for transportation hazards. The size and number of outlets required for the approved fire hydrants are 4" x 2 ½". Final fire hydrant locations shall be determined during the fire water plan review. Reference CFC as amended.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	68) Tract Water Plans – If fire hydrants are required to be installed, applicant/developer shall furnish the water system fire hydrant plans to Fire Department for review and approval prior to building permit issuance. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval. Reference CFC as amended.	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	69) Fire Department Access - Fire apparatus access roads shall be provided within 300 feet of all exterior portions of buildings, unless otherwise approved by the Fire Department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road is 38 feet outside radius and 14 feet inside radius. The construction of the fire apparatus access roads shall be all weather and capable of sustaining 75,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 16 percent and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Riverside County Fire Department Policies and Standards. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Riverside County Fire Department Standards as of the Vesting Date.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	70) Fire Department Access Turn Around - Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with a bulb turnaround at the terminus measuring a minimum of 38 feet outside radius and 14 feet inside radius. Parallel parking around the perimeter of the bulb is acceptable provided the bulb outside turning radius is increased by 8 feet. In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the “T” dimension is 120 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards as of the Vesting Date.	☐

Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	71) Secondary Access - Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access shall be required by the Fire Department. Secondary access fire apparatus access roads shall provide independent egress/access for the area, as approved by the Fire Department. Secondary access fire apparatus access roads shall be as remote as practical from the primary fire apparatus access road to reduce the possibility that both routes will be obstructed by a single emergency. Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access may be required by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards as of the Vesting Date.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	72) Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Reference CFC as amended.	☐
Prior to Issuance of Building Permits of Phase 1	Engineering	73) The developer/property owner shall submit to Building and Safety a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report and the pad elevation certification from the Civil Engineer in compliance with the approved Precise Grading Plan.	☐

Timing	Responsible Department	Prior to Acceptance of Public Improvements (Phase 1 and 2)	Met?
Prior to Acceptance of Public Improvements	Special Districts	74) Developer will ensure that funds are available for maintenance, in the event that improvements are completed, and ready for City takeover, PRIOR to levy collection. a. The first installment of collected assessments is paid to the City in January of each year. In the event that takeover is requested before the first installment is paid to the City, the Developer will either: i. Pay an advancement of funds for the months included from takeover to collection (amount to be set by cost estimate at annexation) OR ii. Continue to maintain improvements until City has acquired enough funds to sustain maintenance or until first assessment installment is received, whichever is first.	☐
Prior to Acceptance of Public Improvements	Special Districts	75) Upon acceptance and City take-over, developer will ensure that a minimum of one-year warranty is in place for landscape, irrigation, and basin integrity, inclusive pumps and mechanical equipment used for the maintenance of the improvements taken over.	☐
Prior to Acceptance of Public Improvements	Special Districts	76) Parks and associated facilities shall be inspected by a Certified Access Specialist through the Division of the State Architect ensuring compliance with applicable state and federal construction-related accessibility standards. A copy of the disability access inspection certificate and the CASp inspection report shall be provided to the City. Any accessibility barriers documented will need to be remedied prior to acceptance of the park by the City.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Planning	77) The developer/applicant or successor in interest shall submit the following items for the landscape and irrigation development and maintenance: The signed Landscape Certificate of Completion pursuant to Section 17.325.070– Certificate of Completion of the Development Code; The irrigation scheduling pursuant to Section 17.325.080 – Irrigation Scheduling of the Development Code; The Landscape and Irrigation Maintenance Schedule pursuant to Section 17.325.090 – Landscape and Irrigation Maintenance Schedule of the Development Code; and The Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis pursuant to Section 17.325.100 — Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis of the Development Code. Pursuant to Section 17.325.150 – Maintenance of the Development Code, all installed landscaping and irrigation systems shall be continually maintained. Maintenance shall consist of regular watering, mowing, pruning, fertilizing, clearing of debris and weeds, monitoring for pests and disease, the removal and timely replacement of dead plants, and the repair and timely replacement of irrigation systems, and integrated architectural features.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Planning	78) The subdivider shall pay a fee for neighborhood and community park and recreation purposes according to the standards and formula contained in Title 16 – Subdivision Code, as applicable to each phase contemplated by the final map.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Planning	79) The developer shall pay all required Development Impact Fees (DIF) for parkland acquisition, parkland development, and park facilities in effect on the Vesting Date prior to the issuance of a certificate of occupancy or final inspection.at the time of permit issuance for each home. Upon the City's acceptance of the completed parks, the developer will receive a refund of the applicable fees pursuant to Title 16 of the Municipal Code. The amount of the refund shall not exceed the actual cost of the parkland acquisition, parkland development, and park facilities, nor shall it exceed the amount of the fees initially paid. No cross-category credit or refund shall be provided. The developer must provide documentation to the City demonstrating that the refunds do not exceed the actual costs incurred.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Building & Safety	80) The City has adopted Traffic Signal Mitigation Fees and the Transportation Uniform Mitigation Fee (TUMF) program. This Project shall be subject to payment of these fees prior certificate of occupancy unless exempted by the ordinance establishing the TUMF program. The fees shall be subject to the provisions of the enabling ordinance and based on the Vesting Date (3/31/2025).	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Building & Safety	81) Specific addresses for each building shall be provided to make such number plainly visible from the public street, avenue, court, or alley upon which property fronts, and shall be contrasting color and background.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	82) The following items need to be approved: a. Approved WDID No. b. Geotechnical Report (for reference) c. Storm Drain Improvement Plans	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
		d. Hydrology and Hydraulic Analysis e. Final WQMP (for reference) including WDID No. The design shall comply with, RCFCD and City of San Jacinto most recent standards, criteria, and requirement and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	83) Construct all interior streets within Phase 1. Interior Streets shall be private with a full width of 52 feet to provide for 36 feet asphalt paving (using TI of 5.5 and PG 64-10), curb and gutter at 18 feet on both sides of centerline, an 8-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards. A 24-foot wide access shall be provided for Fire access at all times. Street parking shall be restricted to one side of the street.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	84) Construct Street "A" from 7th Street to the southern edge of Street L. Street A shall be private with a full width of 56 feet improved to provide for 36 feet asphalt paving (using TI of 5.5 and PG 64-10) , curb and gutter at 18 feet on both sides of centerline, a 10-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards. A 24-foot wide access shall be provided for Fire at all times. Street parking shall be restricted to one side of the street.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	85) Construct Street "K" from Cawston Avenue to the western edge of Street "A". Street K shall be private with a full width of 80 feet improved to provide for 40 feet asphalt paving (using TI of 5.5 and PG 64-10) , curb and gutter at 20 feet on both sides of centerline, a 20-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	86) Seventh Street shall be improved to provide for a 50-foot wide halfwidth right-of-way, asphalt paving (using a TI of 9.0 and PG 70-10), 8-inch curb and gutter 32 feet south of centerline, a Class II: Buffered Bike Lane per the City of San Jacinto Trails Master Plan, and an 18-foot wide parkway consisting of landscaping, a 6-foot sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards. If the existing pavement is in good condition the developer/property owner may use grind and overlay technique as determined by the City Engineer.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	87) Cawston Avenue shall be improved to provide for a 50-foot wide halfwidth right-of-way, asphalt paving (using a TI of 9.0 and PG 70-10), 8-inch curb and gutter 32 feet west of centerline, a Class II: Buffered Bike Lane per the City of San Jacinto Trails Master Plan, and an 18-foot wide parkway consisting of landscaping, a 6-foot sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards. If the existing pavement is in good condition the developer/property owner may use grind and overlay technique as determined by the City Engineer.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	88) A traffic signal shall be installed at the intersection of Cawston Avenue and Seventh Street. The intersection shall be improved to accommodate the required vehicular travel lanes and pedestrian crossings as recommended by the project's traffic engineer and as directed by the City Engineer. *Note: This Condition was added by Staff following the Planning Commission Hearing.*	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	89) This Property is located in the San Jacinto Valley Area Drainage Plan which was adopted by the City of San Jacinto pursuant to Ordinance 13-01 and Section 66001, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees applicable to each phase shall be paid to the City of San Jacinto prior to certificate of occupancy of the 1st building permit for the phase, and that the property owner shall pay the fee required at the rate in effect at the upon the issuance of a certificate of occupancy or final inspection	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	90) All residential driveways shall be constructed per County of Riverside Standard No. 207.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	91) All sidewalks shall comply with Riverside County Standard 401.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	92) Curb ramps shall include truncated domes per Riverside County Standard 403.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	93) The detention basin on Lot "A" is proposed to be maintained by the City. The basin shall be constructed per City of San Jacinto and Riverside County Flood Control and Water Conservation District (RCFCD) standards and design guidelines. To dewater the basin, a sump pump and force main is required. The developer purposes to pump nuisance flows to a bubble-up structure in the Seventh Street right-of-way just west of Anza Trail. From there, the storm water would flow through the gutter to a catch basin at Serrano Street where it would be collected and discharged into a detention basin constructed with the Esplanade Specific Plan. The entire system, including the Esplanade Specific Plan basin, must be accepted by the City for maintenance prior to the issuance of the 1st occupancy permit for this development.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	94) The developer shall provide water and sewer services to each lot in accordance with the requirements of the appropriate utility purveyor. This development is within the City of San Jacinto sewer service area, and the EMWD water service area. Water and sewer improvements shall be designed and installed per EMWD Standards.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	95) Existing power poles with cables 66kV and under along the alley shall be removed and cables undergrounded. Poles with cables over 66kV shall be relocated as necessary, but other utilities on the pole must be undergrounded. Provide an undergrounding of utilities study by a utility consultant/electrical engineer analyzing and determining the extent of conformance.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	96) The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer if applicable.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	97) Development must comply with Storm Water Basin & Pump Specifications and Standards. Privately maintained storm water and water quality systems will be required to submit an Irrevocable Offer of Dedication for the basin lot.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	98) Development must comply with Landscape and Irrigation Design Guidelines.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	99) Landscape improvements shall include irrigation meters and backflow devices with tampering preventive cage, exclusive for right-of-way landscaping. Right-of-way landscaping must be divided from private property by form or mow-curb or other approved materials.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	100) Landscape areas in the right-of-way shall include an independent irrigation control system, with separate electric meter, exclusive for right-of-way landscaping. Cal-Sense version approved by the Public Utilities Superintendent is required for City maintained irrigation areas. (Must be operational and certified by Cal-Sense).	☐

Timing	Responsible Department	Prior to Issuance of Building Permits (Phase 2)	Met?
Prior to Issuance of Building Permits of Phase 2	Planning	101) All Phase 1 Conditions of Approval Prior to Occupancy Conditions are required to be completed.	☐
Prior to Issuance of Building Permits of Phase 2	Planning	102) All required infrastructure including, streets, basins and landscape setbacks, shall be complete to the satisfaction of the Planning Division and the City Engineer.	☐
Prior to Issuance of Building Permits of Phase 2	Planning	103) The applicant shall submit a revised plot plan that clearly illustrates all required setbacks measured from the property lines. a. The minimum setback from the property line to the garage shall be no less than twenty (20) feet. b. The applicant shall identify rear elevations that face the public right-of-way and show how they will be architecturally enhanced.	☐
Prior to Issuance of Building Permits of Phase 2	Planning	104) A Site Plan & Design Review plan shall be submitted and approved by the City. The design review shall be consistent with the Residential Development Design Regulations (Section 17.425.020) and other relevant sections of the Development Code. At a minimum it should consist of: a. A precise grading plan with the plotting of homes, setbacks from property lines, paved areas, slopes, etc.; b. Floor plans;	☐

Timing	Responsible Department	Prior to Issuance of Building Permits (Phase 2)	Met?
		c. Architectural elevations (in color) of all sides; d. Typical front yard landscaping; e. Entry monumentation, and parkway landscape treatments; f. Wall and Fence Plan that includes a decorative block wall around the perimeter of the project and interior fencing; and g. Common mailbox architectural treatment h. Elevations of houses facing Esplanade Avenue, Cawston Avenue, and 7th Street shall be enhanced.	
Prior to Issuance of Building Permits of Phase 2	Planning	105) Submit a detailed landscape and irrigation plan for review and approval. The landscape plans shall be prepared by a licensed landscape architect in conformance with Chapter 17.325 – Water Efficient Landscape and Irrigation and Section 17.325.060 – Landscape and Irrigation Submittal Package Requirements of the Development Code and the City Landscape Design Guidelines for review and approval by the City Landscape Architect. Plans should be submitted at least 30 days prior to the expected date of permit issuance. The Landscape and Irrigation Submittal Package shall include: a. A completed application packet provided by the City; b. The Water Efficient Landscape Worksheet, including the MAWA and ETWU; Note the ETo rate for San Jacinto is 56.8 per State guidelines. c. The soils management report; d. The landscape design plan; e. The irrigation design plan;	☐

Timing	Responsible Department	Prior to Issuance of Building Permits (Phase 2)	Met?
		f. The grading plan.	
Prior to Issuance of Building Permits of Phase 2	Planning	106) Submit a Fence and Wall Plan for review that shows the following: a. The developer will work with any adjacent property owners to remove existing walls/fencing (double walls are not permitted). b. The developer will show on the plans how they will connect to the existing wall located to the west. Proposed wall should be similar in color, material, pilaster size, and caps.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Planning	107) The developer/applicant or successor in interest shall submit the following items for the landscape and irrigation development and maintenance: • The signed Landscape Certificate of Completion pursuant to Section 17.325.070– Certificate of Completion of the Development Code; • The irrigation scheduling pursuant to Section 17.325.080 – Irrigation Scheduling of the Development Code; • The Landscape and Irrigation Maintenance Schedule pursuant to Section 17.325.090 – Landscape and Irrigation Maintenance Schedule of the Development Code; and • The Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis pursuant to Section 17.325.100 — Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis of the Development Code. Pursuant to Section 17.325.150 – Maintenance of the Development Code, all installed landscaping and irrigation systems shall be continually maintained. Maintenance shall consist of regular watering, mowing, pruning, fertilizing, clearing of debris and weeds, monitoring for pests and disease, the removal and timely replacement of dead plants, and the repair and timely replacement of irrigation systems, and integrated architectural features.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Planning	108) The developer shall pay all required Development Impact Fees (DIF) for parkland acquisition, parkland development, and park facilities in effect on the Vesting Date prior to the issuance of a certificate of occupancy or final inspection.at the time of permit issuance for each home. Upon the City's acceptance of the completed parks, the developer will receive a refund of the applicable fees pursuant to Title 16 of the Municipal Code. The amount of the refund shall not exceed the actual cost of the parkland acquisition, parkland development, and park facilities, nor shall it exceed the amount of the fees initially paid. No cross-category credit or refund shall be provided. The developer must provide documentation to the City demonstrating that the refunds do not exceed the actual costs incurred.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Building & Safety	109) The City has adopted Traffic Signal Mitigation Fees and the Transportation Uniform Mitigation Fee (TUMF) program. This Project shall be subject to payment of these fees prior certificate of occupancy unless exempted by the ordinance establishing the TUMF program. The fees shall be subject to the provisions of the enabling ordinance and based upon the fee schedule in effect on the Vesting Date (3/31/2025).	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Building & Safety	110) Specific addresses for each building shall be provided to make such number plainly visible from the public street, avenue, court, or alley upon which property fronts, and shall be contrasting color and background.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	111) Construct all interior streets within Phase 2. Interior Streets shall be private with a full width of 52 feet to provide for 36 feet asphalt paving (using TI of 5.5 and PG 64-10), curb and gutter at 18 feet on both sides of centerline, an 8-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards. A 24-foot wide access shall be provided for Fire access at all times. Street parking shall be restricted to one side of the street.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	112) Esplanade shall be improved to provide for a 73-foot wide halfwidth right-of-way, asphalt paving (using a TI of 9.5 and PG 70-10), 8-inch curb and gutter 38 feet north of centerline, a Class I: Multi-Use Path per the City of San Jacinto Trails Master Plan, and an 35-foot wide parkway consisting of landscaping, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards. As part of the CIP program, the City is planning to widen Esplanade Avenue from Warren Road to Sanderson Avenue in 2026 and will include traffic signals at the intersections of Cawston Avenue and Sanderson Avenue, with two more lanes and a sidewalk. Streetlights will not be constructed as part of these improvements. The developer shall coordinate with the City on the installation of improvements. If the existing pavement is in good condition the developer/property owner may use grind and overlay technique as determined by the City Engineer.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	113) The developer shall provide water and sewer services to each lot in accordance with the requirements of the appropriate utility purveyor. This development is within the City of San Jacinto sewer service area, and the EMWD water service area. Water and sewer improvements shall be designed and installed per EMWD Standards.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	114) Existing power poles with cables 66kV and under along the alley shall be removed and cables undergrounded. Poles with cables over 66kV shall be relocated as necessary, but other utilities on the pole must be undergrounded. Provide an undergrounding of utilities study by a utility consultant/electrical engineer analyzing and determining the extent of conformance.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	115) The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer if applicable.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	116) A traffic signal shall be installed at the intersection of Cawston Avenue and Cottonwood Avenue. The intersection shall be improved to accommodate the required vehicular travel lanes and pedestrian crossings as recommended by the project's traffic engineer and as directed by the City Engineer.	☐

Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	117) The following items need to be approved: a. approved WDID No. b. Geotechnical Report (for reference) c. Storm Drain Improvement Plans d. Hydrology and Hydraulic Analysis e. Final WQMP (for reference) including WDID No. The design shall comply with, RCFCD and City of San Jacinto most recent standards, criteria, and requirement and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	☐

Timing	Responsible Department	Operational	Met?
Operational	Planning	118) The Project is required to comply with San Jacinto Development Code Section 17.300.080 which requires all exterior lighting to be shielded or modified and located so as to eliminate spillover illumination or glare beyond the property line or upward into the sky.	☐
Operational	Planning	119) All landscaped areas shall be maintained in a thriving condition free of weeds, trash, and debris.	☐
Ongoing	Planning	120) The erection (including excavation), demolition, alteration or repair of any building shall occur between the hours of seven a.m. and seven p.m. on weekdays and Saturdays, and between nine a.m. and six p.m. on Sundays and holidays, except when such work complies with the terms of a temporary use permit which may be issued by the community development director or his or her designee, upon a showing of sufficient need due to hot or inclement weather, or the use of an unusually long process material, or other circumstances of unusual and compelling nature. All construction equipment shall be muffled and/or surrounded by noise attenuating barriers.	☐

Timing	Responsible Department	Operational	Met?
Ongoing	Planning	121) Mitigation Measure BIO-4. MSHCP Construction Minimization Measures. The Project Applicant and their designee (i.e., Construction Contractors) shall follow required MSHCP Construction Minimization Measures (Section 7.5.3 of the MSHCP). Applicable construction minimization measures are listed below. Plans for water pollution and erosion control will be prepared for all Discretionary Projects involving the movement of earth in excess of 50 cubic yards. The plans will describe sediment and hazardous materials control, dewatering or diversion structures, fueling and equipment management practices, use of plant material for erosion control. Plans will be reviewed and approved by the City prior to construction. Timing of construction activities will consider seasonal requirements for breeding birds and migratory non-resident species. Habitat clearing will be avoided during species active breeding season defined as March 1 to June 30. Sediment and erosion control measures will be implemented until such time soils are determined to be successfully stabilized.	☐

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF SAN JACINTO)

PC RESOLUTION NO. 26-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN JACINTO RECOMMENDING THAT THE CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE A GENERAL PLAN AMENDMENT, CHANGE OF ZONE, PLANNED DEVELOPMENT PERMIT, AND TENTATIVE TRACT MAP 39076 (PROJ23-0029)

WHEREAS, the applicant, Chacon Farms, submitted applications for a General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076 to subdivide approximately 73.97 net acres into 419 single-family residential lots, along with lettered lots for internal roadways, a detention basin, parks, and landscape areas, located between 7th Street to the north, Esplanade Avenue to the south, and west of Cawston Avenue (Project); and

WHEREAS, the City, as Lead Agency, prepared an Initial Study in accordance with the California Environmental Quality Act (CEQA) and determined that, with the incorporation of mitigation measures, the Project will not have a significant effect on the environment, and a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the Project; and

WHEREAS, the Planning Commission has reviewed and considered the Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program, together with all comments received thereon, and finds that the MND reflects the independent judgment of the City; and

WHEREAS, on March 24, 2026, the Planning Commission conducted a duly noticed public hearing on the Project, at which time all interested persons were given the opportunity to be heard and the Project was fully considered; and

WHEREAS, the Planning Commission has considered the entire record of proceedings, including the staff report, technical studies, public testimony, and all other evidence presented.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN JACINTO:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

COPY

Section 2. Environmental Determination. Based upon the whole of the record before it, including the Initial Study and all supporting information, the Planning Commission finds that:

A. The Mitigated Negative Declaration has been prepared in compliance with the California Environmental Quality Act (CEQA);

B. The Mitigated Negative Declaration reflects the independent judgment of the City;

C. There is no substantial evidence, in light of the whole record, that the Project, as mitigated, will have a significant effect on the environment; and

D. The mitigation measures identified in the Mitigated Negative Declaration are hereby adopted and shall be implemented through the Mitigation Monitoring and Reporting Program.

Section 3. Findings. Based upon the entire record, including all written and oral evidence presented, and the findings set forth in the staff report and incorporated herein by reference, the Planning Commission finds that:

A. The Project is consistent with the General Plan and all applicable provisions of the Municipal Code;

B. The Tentative Tract Map is consistent with the Subdivision Map Act and the City's Development Code, and the site is physically suitable for the type and density of development proposed;

C. The Project satisfies all applicable findings required for approval of the General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map; and

D. The Project will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Section 4. Recommendation of Approval. Based upon the foregoing, the Planning Commission hereby recommends that the City Council:

A. Adopt the Mitigated Negative Declaration for the Project and adopt and implement the Mitigation Monitoring and Reporting Program;

B. Approve a General Plan Amendment to change the land use designation from Very Low Density Residential (VLDR) to Low Density Residential (LDR);

C. Approve a Change of Zone from Rural Residential (RR) to Residential Low Density (RL);

D. Approve a Planned Development Permit to allow modifications to the Residential Low Density (RL) development standards, subject to the Conditions of Approval attached hereto as Exhibit A and incorporated herein by reference;

COPY

E. Approve Tentative Tract Map No. 39076 to subdivide approximately 73.97 net acres into 419 single-family residential lots and associated lettered lots for roadways, drainage, parks, and landscape areas, subject to the Conditions of Approval attached hereto as Exhibit A and incorporated herein by reference; and,

F. Direct staff to file a Notice of Determination in accordance with the California Environmental Quality Act.

Section 5. Record of proceedings. The documents and materials that constitute the record of proceedings upon which this Resolution is based are located at the City of San Jacinto, 595 South San Jacinto Avenue, San Jacinto, California 92583. The custodian of the record is the Community Development Department. This information is provided pursuant to Public Resources Code Section 21081.6.

Section 6. Recommendation to city council. As the Project includes a General Plan Amendment, Change of Zone, and Planned Development Permit, final action on the Project rests with the City Council. The Planning Commission's action on this item constitutes a recommendation to the City Council.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission on the 24th day of March 2026 by the following vote:

AYES:	Awad, Gagnepain, Jones, Peterson, Scott
NAYS:	None
ABSENT:	None
ABSTAIN:	None

CITY OF SAN JACINTO:

Planning Commission Chair

ATTEST:

Planning Commission Secretary

COPY

Chacon Farms Project

Tentative Tract Map No. 39076

FINAL INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

Case No. PROJ23-0029

City of San Jacinto Planning and Building Division
595 South San Jacinto Avenue San Jacinto, California 92583

Prepared By :

11801 Pierce Street, Suite 200
Riverside, CA 92505

January 7, 2026

1.0 CEQA Requirements Regarding Comments and Responses

Section 15088 of the California Environmental Quality Act (CEQA) Guidelines requires the Lead Agency—in this case, the City of San Jacinto—to evaluate and respond in good faith to all substantive comments concerning environmental issues that are submitted by public agencies or interested parties during the public review period for an Environmental Impact Report. The intent of this requirement is to ensure that the environmental record reflects meaningful consideration of public and agency input and that decision-makers are fully informed of environmental issues raised by reviewers before acting on the project.

While CEQA does not require a written response to comments on a Mitigated Negative Declaration, the City of San Jacinto has elected to prepare responses received on the Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND) as a matter of good public policy and transparency. Accordingly, this **Final IS/MND** includes written responses to comments received during the public circulation period.

1.1 Public Review Process

Consistent with Sections 15072 and 15073 of the CEQA Guidelines, a Notice of Intent to Adopt a Mitigated Negative Declaration for the Chacon Farms Project (Tentative Tract Map No. 39076; Case No. PROJ23-0029) was circulated for public review and comment for a 30-day period beginning October 28, 2025, and ending November 27, 2025. The Notice was filed with Riverside County Clerk, published in a newspaper of general circulation, and distributed to interested agencies, organizations, and individuals in accordance with CEQA requirements. During this period, the Draft IS/MND and supporting technical studies were made available for review at San Jacinto City Hall (595 South San Jacinto Avenue, San Jacinto, California) and on the City's Planning Division webpage at:

https://www.sanjacintoca.gov/city_departments/community-development/planning/c_e_q_a

Written comments received during the public review period are included in Section 2.0 of this Final IS/MND, followed by the City's responses. The City of San Jacinto will consider this Final IS/MND—including all written comments and responses—prior to deciding whether to adopt the Mitigated Negative Declaration and approve the Chacon Farms Project.

1.2 Supplemental Technical Studies

In response to comments received during the public review period, supplemental technical studies have been prepared and are included as appendices to this Final IS/MND. These studies provide additional documentation substantiating the environmental analysis and conclusions of the Draft IS/MND. No revisions to the text of the Draft IS/MND were required. The supplemental studies include:

- Phase II Environmental Site Assessment (Stantec, December 2025)
- LESA Model Analysis

These additions constitute clarifying information that does not alter the environmental conclusions of the Draft IS/MND.

CEQA Guidelines § 15073.5 provides the circumstances when a lead agency must recirculate a negative declaration and changes that do not require recirculation. Recirculation is required when the negative declaration must be substantially revised after being circulated for public comment. A "substantial revision" means: "(1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required." Recirculation is not required for any of the following revisions:

1. Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.

2. New project revisions are added in response to written or verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.

3. Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.

4. New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

5. None of the revisions result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts. These additions constitute clarifying information pursuant to CEQA Guidelines § 15073.5(c)(4) and do not alter the environmental conclusions of the Draft IS/MND. Therefore, the conclusions of the Draft IS/MND remain valid, and recirculation under CEQA Guidelines §15073.5 is not required.

2.0 Comment Letters and Responses

This section presents all written comments received during the public review period for the Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND) for the Chacon Farms Project, along with the City of San Jacinto's written responses. Each comment letter has been assigned a unique identifier (e.g., Letter A, Letter B), and individual comments within each letter are numbered sequentially for reference (e.g., Comment A-1, A-2). Corresponding responses immediately follow each comment.

The following comment letters were received by the City of San Jacinto.

- **Comment Letter A:** California Department of Toxic Substances Control, October 29, 2025
- **Comment Letter B**: California Department of Conservation, November 18, 2025
- **Comment Letter C**: Talley Meadows Ranch, November 18, 2025
- **Comment Letter D**: Supporters Alliance for Environmental Responsibility (SAFER), March 24, 2026
- **Comment Letter E**: Joe and Christy Talley, April 7, 2026
- **Comment Letter F**: Michael and Emalee Tomoni, April 7, 2026

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Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
dtsc.ca.gov

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

LETTER A

October 29, 2025

Yaneli Hernandez
Senior Planner
City of San Jacinto
595 South San Jacinto Avenue
San Jacinto, CA 92583
yhernandez@sanjacintoca.gov

RE: MITIGATED NEGATIVE DECLARATION FOR THE CHACON FARMS PROJECT DATED OCTOBER 24, 2025, STATE CLEARINGHOUSE NUMBER 2025101241

Dear Yaneli Hernandez,

The Department of Toxic Substances Control (DTSC) reviewed the Mitigated Negative Declaration (MND) for the Chacon Farms Project (Project). The Project proposes to subdivide three parcels via a Tentative Tract Map into 419 lots that will result in the development of 419 single-family detached residences, onsite roadways, open spaces and detention basin on 73.97 acres. The residential lots would be a minimum of 4,500 square feet. DTSC recommends and requests consideration of the following comments: **A-1**

1. When agricultural crops and/or land uses are proposed or rezoned for residential use, several contaminants of concern (COCs) can be present. The Lead Agency shall identify the amounts of Pesticides and Organochlorine Pesticides (OCPs) historically used on the property. If present, OCPs requiring further analysis are dichloro-diphenyl-trichloroethane, toxaphene, and dieldrin. Additionally, any level of arsenic present would require further analysis and sampling and must meet approved local area baselines or thresholds. If they do not, remedial action must take place to mitigate them below those thresholds.

Additional COCs may be found in mixing/loading/storage areas, drainage ditches, farmhouses, or any other outbuildings and should be sampled and analyzed. If smudge pots had been routinely utilized, additional sampling for Polycyclic Aromatic Hydrocarbons and/or Total Petroleum Hydrocarbons may be required. These recommendations should be adhered to and become part of the environmental document. Please refer to the DTSC's Human and Ecological Risk Office (HERO) webpage for the most recent guidance and screening levels.

A-1 Cont.

2. DTSC recommends all imported soil/fill material be tested to ensure all COCs meet screening levels as outlined in DTSC's Preliminary Endangerment Assessment Guidance Manual. Furthermore, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing soil/fill is necessary. To minimize the possibility of introducing contaminated soil/fill material, there should be documentation of the origins of the soil/fill material and, if applicable, sampling be conducted to ensure that the imported soil/fill material are suitable for the intended land use. The soil sampling should include analysis based on the source of the soil/fill and knowledge of prior land use.

A-2

3. The City of San Jacinto should consider soil testing as mentioned in comment #1. If, in the event any COC results are above DTSC residential screening levels, DTSC recommends the City of San Jacinto address the contaminations within the Project area through an Environmental Site Assessment and/or receive oversight from a self-certified local agency, DTSC or Regional Water Quality Control Board. If entering into one of DTSC's voluntary agreements, please note that DTSC uses a single standard Request for Lead Agency Oversight Application for all agreement types. Please apply for DTSC oversight using this link: Request for Agency Oversight Application. Submittal of the online application includes an agreement to pay costs incurred during agreement preparation. If you have any questions about the application portal, please contact the relevant Regional Brownfield Coordinator for your Project.

A-3

DTSC would like to thank you for the opportunity to comment on the MND for the Chacon Farms Project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance. A-4

Sincerely,

Dave Kereazis

Dave Kereazis
Associate Environmental Planner
HWMP-Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

Responses To Letter A
Department of Toxic Substances Control (DTSC)

Comment A-1

DTSC notes that when agricultural land is proposed for residential use, contaminants such as organochlorine pesticides and arsenic may be present. DTSC recommends that the Lead Agency identify potential historical pesticide use and conduct sampling to determine if remediation is necessary.

Response:

The Project site is zoned Rural Residential (RR), and a zone change to Low Density Residential (LDR is proposed, so it has long been zoned for residential uses. Despite the zoning, the City acknowledges the site's long-term agricultural use and DTSC's recommendations regarding potential contaminants of concern (COCs). A Phase I Environmental Site Assessment (ESA) prepared by Partner Engineering (September 2024) documented historical crop cultivation and possible use of fertilizers and pesticides but did not identify recognized environmental conditions (RECs) requiring immediate subsurface investigation.

Although not required by the Phase I ESA, Stantec completed a Phase II ESA in November 2025, advancing 18 soil borings in a grid pattern (one per four acres) to a depth of 3 feet. Shallow samples collected at 0.5 feet were analyzed for OCPs and arsenic; all results were non-detect above laboratory reporting limits. While the arsenic reporting limit of 5.0 mg/kg exceeds the residential screening level of 0.68 mg/kg, arsenic occurs naturally in California soils at concentrations up to 12 mg/kg, and DTSC's HERO Note 11 recognizes background levels as the appropriate cleanup standard.

Additionally, four borings in the area of historical livestock activity were extended to 15 feet and converted to dual-nested soil vapor probes for methane monitoring. Field readings collected in December 2025 detected methane at 310–500 ppmV, well below both the City of San Jacinto's 12,500 ppmV standard and the County Fire Authority's 5,000 ppmV threshold. Based on these results, neither the property's agricultural history nor its former livestock use constitutes a recognized environmental condition under ASTM E1527-21, and no further investigation is recommended. The Phase II ESA is attached as Appendix A.

Although the site remains under active agricultural cultivation, only organic fertilizer (manure) is used to ensure that the sampling that has been performed continues to accurately represent soil conditions at the cessation of farming. Based on the Phase I ESA, Phase II ESA, and the owner's commitment to use only organic fertilizer, no additional sampling is required.

Comment A-2.

DTSC recommends all imported soil/fill be tested to ensure it meets applicable screening levels.

Response: DTSC has not identified a new significant impact related to the project. The project applicant would obtain fill from sources that would prevent it from violating laws that would impose liability for contamination, such as the Porter-Cologne Water Quality Control Act, which regulates stormwater runoff.

Under the California Building Code (Title 24, Chapter 17, § 1705.6.1), fill used to support foundations must be continuously inspected by a geotechnical engineer. The duties of the geotechnical engineer include the approval of soils to be used as fill material and the testing of the completed fills. One item the geotechnical engineer confirms is that the purchased soil has documentation from the seller that the soil is "clean" and suitable for residential purposes.

In addition, the project is required to comply with Zoning Code section 17.325.060, which requires preparation of a soil management plan for landscape purposes, that includes submission to the City of San Jacinto. The City of San Jacinto requires as part of the soil management plan that an applicant submit soil samples to a qualified laboratory for analysis, encompassing soil texture, infiltration rate, pH, total soluble salts, sodium, and percent organic matter, along with mitigation recommendations. For phased or multi-lot development projects, a sampling rate of approximately 15% (one per seven lots) shall be deemed sufficient. The completed soil analysis report shall be incorporated into the Landscape and Irrigation Submittal Package or, where significant mass grading is proposed, submitted concurrent with the certificate of completion. Laboratory findings and recommendations shall be made available to qualified landscape and irrigation design professionals in a timely manner to inform any necessary plan modifications. Prior to project closeout, the applicant shall provide the City with written verification that all soil analysis recommendations have been implemented as a condition of project approval.

Comment A-3

The City of San Jacinto should consider soil testing as mentioned in comment#1. If, in the event any COC results are above DTSC residential screening levels, DTSC recommends the City of San Jacinto address the contamination within the Project area through an Environmental Site Assessment and/or receive oversight from a self-certified local agency, DTSC or Regional Water Quality Control Board.

Response:

Comment A-3 reiterates DTSC's recommendation in Comment A-2 regarding investigation of soils potentially impacted by former agricultural uses. See Response A-1 and Response A-2.

Comment A-4

DTSC would like to thank you for the opportunity to comment on the MND for the Chacon Farms Project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance.

Response

The City of San Jacinto appreciates the Department of Toxic Substances Control's (DTSC) review and comments on the Mitigated Negative Declaration for the Chacon Farms Project. The City acknowledges DTSC's continued efforts to protect public health and the environment.

DTSC's closing remarks are noted and will be included in the administrative record. No further revisions to the ISMND are warranted because no new or substantially more severe significant impacts have been identified.

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California
Department of Conservation
Division of Land Resource Protection

Gavin Newsom, Governor
Jennifer Lucchesi, Director

NOVEMBER 18TH, 2025

VIA EMAIL: YHERNANDEZ@SANJACINTOCA.GOV **LETTER B**

YANELI HERNANDEZ, SENIOR PLANNER
CITY OF SAN JACINTO
595 S. SAN JACINTO AVENUE
SAN JACINTO, CA 92583

Dear Yaneli Hernandez:

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE CHACON FARMS PROJECT, SCH# 2025101241

The Department of Conservation's (Department) Division of Land Resource Protection (Division) has reviewed the Initial Study and Mitigated Negative Declaration for the Chacon Farms Project (Project).

The Division monitors and maps farmland conversion on a statewide basis, provides technical assistance regarding the Williamson Act, and administers various agricultural land conservation programs. Public Resources Code, section 614, subdivision (b) authorizes the Department to provide soil conservation advisory services to local governments, including review of CEQA documents. **B-1**

Protection of the state's agricultural land resources is part of the Department's mission and central to many of its programs. The CEQA process gives the Department an opportunity to acknowledge the value of the resource, identify areas of Department interest, and offer information on how to assess potential impacts or mitigation opportunities.

The Department respects local decision-making by informing the CEQA process and is not taking a position or providing legal or policy interpretation.

We offer the following comments for consideration with respect to the project's potential impacts on agricultural land and resources within the Department's purview.

PROJECT ATTRIBUTES

The Project proposes to subdivide three parcels via a Tentative Tract Map into 419 lots that will result in the development of 419 single-family detached residences, onsite roadways, open spaces and detention basin on 73.97 acres. The residential lots would be a minimum of 4,500 square feet. Residential structures would be 1 or 2 stories in height. The Project site contains Prime Farmland and Farmland of Statewide Importance as designated by DOC's Farmland Mapping and Monitoring Program. **B-2**

State of California Natural Resources Agency | Department of Conservation
715 P Street, MS 1904, Sacramento, CA 95814
conservation.ca.gov | T: (916) 324-0850

PROJECT CONSIDERATIONS

The conversion of agricultural land represents a permanent reduction and impact to California's agricultural land resources. The Department generally advises discussion of the following in any environmental review for the loss or conversion of agricultural land:

- Type, amount, and location of farmland conversion resulting directly and indirectly from implementation of the proposed project.
- Impacts on any current and future agricultural operations in the vicinity; e.g., land-use conflicts, increases in land values and taxes, loss of agricultural support infrastructure such as processing facilities, etc.
- Incremental impacts leading to cumulative impacts on agricultural land. This would include impacts from the proposed project, as well as impacts from past, current, and likely future projects.
- Implementation of any City or County Agricultural Mitigation Plans, Programs, or Policies.
- Proposed mitigation measures for impacted agricultural lands within the proposed project area.

B-3

MITIGATING AGRICULTURAL LAND LOSS OR CONVERSION

Consistent with CEQA Guidelines, the Department advises that the environmental review address mitigation for the loss or conversion of agricultural land. An agricultural conservation easement is one potential method for mitigating loss or conversion of agricultural land. (*See* Cal. Code Regs., tit. 14, § 15370 [mitigation includes "compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements."]; *see also King and Gardiner Farms, LLC v. County of Kern* (2020) 45 Cal.App.5th 814.)

Mitigation through agricultural conservation easements can take at least two forms: the outright purchase of easements or the donation of mitigation fees to a local, regional, or statewide organization or agency whose purpose includes the acquisition and stewardship of agricultural easements. The conversion of agricultural land may be viewed as an impact of at least regional significance. Hence, the search for replacement lands may not need to be limited strictly to lands within the project's surrounding area. A helpful source for regional and statewide agricultural mitigation banks is the California Council of Land Trusts. They provide helpful insight into farmland mitigation policies and implementation strategies, including a guidebook with model policies and a model local ordinance. The guidebook can be found at:

California Council of Land Trusts

Of course, the use of conservation easements is only one form of mitigation, and the Department urges consideration of any other feasible measures necessary to mitigate project impacts.

B-4

Thank you for giving us the opportunity to comment on the Initial Study and Mitigated Negative Declaration for the Chacon Farms Project. Please provide the Department with notices of any future hearing dates as well as any staff reports pertaining to this project. If you have any questions regarding our comments, please contact Farl Grundy, Associate Environmental Planner via email at Farl.Grundy@conservation.ca.gov.

B-5

Sincerely,

Monique Wilber

Monique Wilber
Conservation Program Support Supervisor

RESPONSES TO LETTER B
DEPARTMENT OF CONSERVATION (DOC)

Comment B-1: Introduction

The DOC reviewed the Mitigated Negative Declaration and provided advisory comments regarding the Project's potential conversion of Important Farmland. The Department outlines its role in monitoring farmland resources, emphasizes that it is not taking a position on the Project, and offers general guidance on evaluating agricultural land impacts and potential mitigation options.

Response B-1:

The City appreciates the DOC's clarification that its comments are advisory in nature and are intended to inform the CEQA process rather than advocate for or against the Project. As noted in the Department's letter, the Department "respects local decision-making by informing the CEQA process and is not taking a position or providing legal or policy interpretation." The City acknowledges this distinction and understands that the Department's input is offered to identify resource considerations and potential assessment methodologies, and they do not constitute a directive or requirement for the City to implement particular measures, nor do they alter the City's discretion to determine the significance of impacts or the feasibility of mitigation based on local circumstances and established policy.

Comment B-2: Project Description

DOC states that the Project proposes to subdivide three parcels via a Tentative Tract Map into 419 lots that will result in the development of 419 single-family detached residences, onsite roadways, open spaces and detention basin on 73.97 acres. The residential lots would be a minimum of 4,500 square feet. Residential structures would be 1 or 2 stories in height.

Response B-2:

The City acknowledges the Department's summary of the Project description. The final acreage of agricultural land converted is approximately 75.77 acres, and the Project involves a General Plan Amendment from Very Low Density Residential to Low Density Residential and Zone Change to permit Low Density Residential (LDR) development. For a full project description, see Section 3.1.4 of the Mitigated Negative Declaration.

Comment B-3: Project Considerations

The conversion of agricultural land represents a permanent reduction and impact to California's agricultural land resources. The Department generally advises discussion of the following in any environmental review for the loss or conversion of agricultural land:

- *Type, amount, and location of farmland conversion resulting directly and indirectly from implementation of the proposed project.*
- *Impacts on any current and future agricultural operations in the vicinity; e.g., land-use conflicts, increases in land values and taxes, loss of agricultural support infrastructure such as processing facilities, etc.*
- *Incremental impacts leading to cumulative impacts on agricultural land. This would include impacts from the proposed project, as well as impacts from past, current, and likely future projects.*
- *Implementation of any City or County Agricultural Mitigation Plans, Programs, or Policies.*
- *Proposed mitigation measures for impacted agricultural lands within the proposed project area.*

Response B-3

The City acknowledges the DOC's comment regarding potential indirect impacts and land-use conflicts associated with the Project. As discussed in Section 4.2, Agriculture and Forestry Resources, this issue was thoroughly evaluated in the certified Final Environmental Impact Report (EIR) (SCH# 2020120312) for the General Plan Update, which the City Council adopted through Resolution No. 3949, on November 15, 2022:

"The General Plan Update does not require the preservation of designated farmland; implementation of the General Plan Update could result in the conversion of farmland to non-agricultural uses. Any additional mitigation measures, such as the preservation of designated farmland, are not feasible and conflict with the other objectives of the General Plan Update, specifically to" proactively plan for and accommodate local and regional growth in a responsible manner "and "attract and retain businesses and industries that provide jobs for local residents," and would potentially discourage future development envisioned in the General Plan Update. Although the General Plan Update includes policies and actions to support continued agricultural use within the Study Area, the potential for the conversion of Prime Farmland, Unique

Farmland and Farmland of Statewide Importance as identified by the FMMP to non-agricultural use would be a significant unavoidable impact."[1]

Under CEQA Guidelines §15168, program EIRs may serve as the foundation for later activities that implement the program, allowing subsequent CEQA documents to use and rely on the broader program-level analysis where appropriate. The General Plan Update considered residential uses on the Project site. The agricultural resource impacts associated with converting Important Farmland within the Planning Area, including the infeasibility of preservation-based mitigation, were fully evaluated and disclosed in the General Plan 2040 Program EIR. The Proposed Project does not introduce new agricultural impacts or increase the severity of those identified in the certified EIR. This conclusion is valid even though the City opted to prepare a Mitigated Negative Declaration for the Project.

Accordingly, the CEQA analysis for the Project for agricultural resources could have tiered from the General Plan 2040 Program EIR under CEQA §§15162 and 15168 because the Project would not have new or substantially more significant impacts on agricultural resources than anticipated by the General Plan Update Program EIR, and no additional agricultural mitigation measures are required.

The Project also is consistent with General Plan policies related to managed growth. (General Plan, p. 27.) As the General Plan notes, the City of San Jacinto anticipates substantial growth with the potential to change community character. (*Id*.) Policy LU-2.4 specifically anticipates new development on land used for agriculture.

As discussed below, based on a stand-alone analysis of the Project's impacts to agricultural resources, the Project would not have a significant impact on Important Farmland and does not require mitigation under CEQA. The information below supplements and amplifies the information in the Draft IS/MND.

Project Specific LESA Analysis

To evaluate site-specific agricultural viability, the City prepared a California Agricultural Land Evaluation and Site Assessment (LESA) Model analysis. The LESA Model, developed by the California Department of Conservation (DOC), is an optional quantitative tool available to lead agencies under CEQA for determining the significance of farmland conversion. The LESA assessment completed for the Chacon Farms Project confirms that the Project site is no longer situated within a viable agricultural environment and that the conversion of the site to residential use would not constitute a significant agricultural resource impact under LESA significance thresholds.

The LESA Model is a point-based system combining two components:

- **Land Evaluation (LE)** – 50% of total score.
- **Site Assessment (SA)** – 50% of total score

[1] City Council Resolution No. 3949, November 15, 2022.

The combined LE and SA sub scores generate a **Final LESA Score** (0–100). Significance thresholds are defined in Table 2, California LESA Model Scoring Thresholds.

Table 1. California LESA Model Scoring Thresholds

00	Scoring Decision
0-39	Not Considered Significant
40-59	Significant only if both LE and SA ≥ 20
60-79	Considered Significant unless either LE or SA < 20
80-100	80–100 Considered Significant

Land Evaluation (LE) Component (50%)

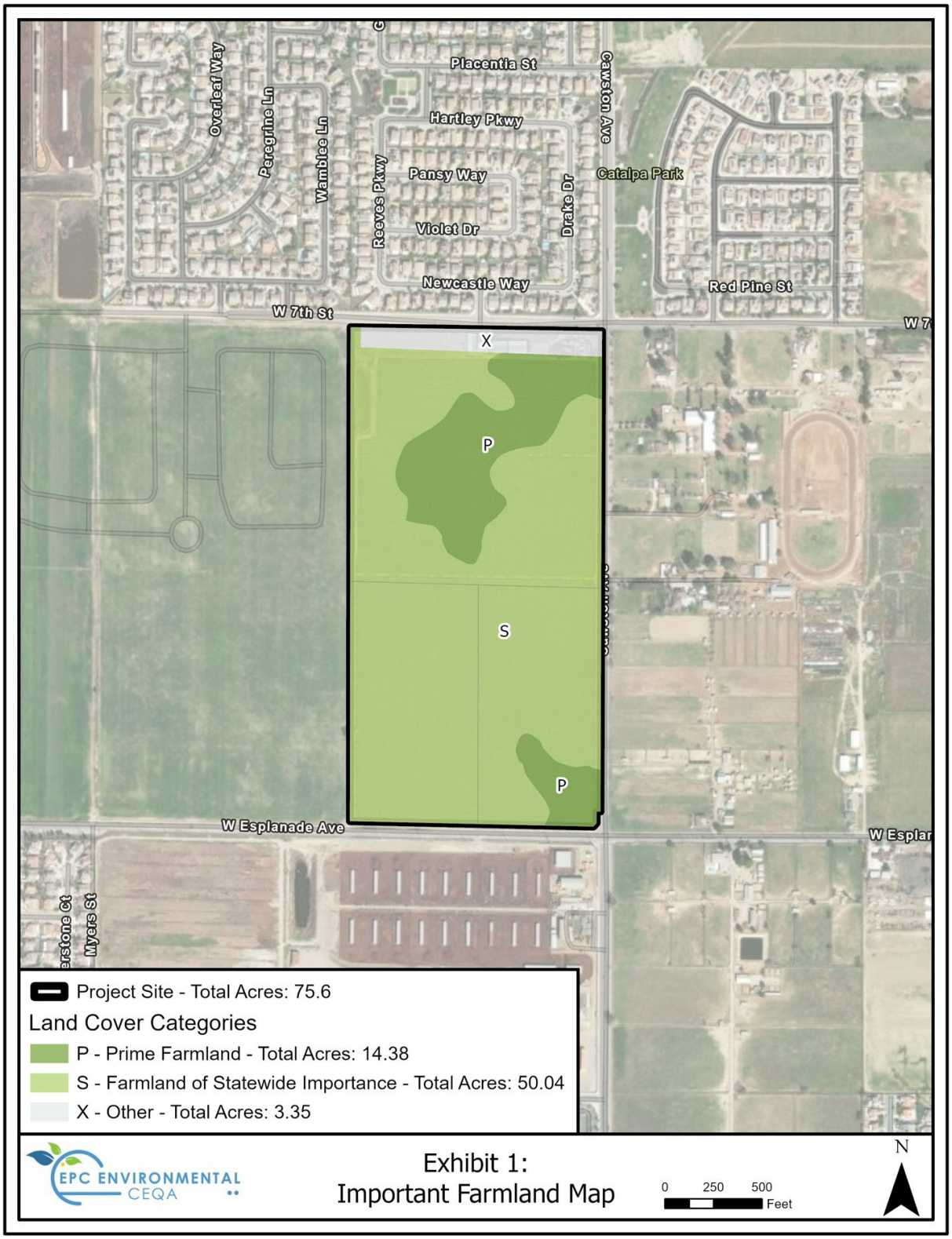
LE focuses on two factors: Land Capability Classification (LCC) and Storie Index ratings, both reflecting soil qualities relevant to farming.

Land Compatibility Classification

LCC rates soils from I (best) to VIII (least suitable), with subclasses for specific limitations. Each property's LCC Score is calculated by weighting class scores by acreage proportion; it makes up 25% of the total score.

The LE score measures inherent soil quality based on the Storie Index and LCC ratings, derived from USDA Web Soil Survey data as shown in **Exhibit 1, Important Farmland Map,** for the Project site.

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Overleaf Way
Peregrine Ln
Wambtee Ln
Reeves Pkwy
Placentia St
Hartley Pkwy
Pansy Way
Violet Dr
Newcastle Way
Drake Dr
Cawston Ave
Catalpa Park
Red Pine St
W 7th St
W Esplanade Ave
Myers St
X
P
S
P
Project Site - Total Acres: 75.6
Land Cover Categories
P - Prime Farmland - Total Acres: 14.38
S - Farmland of Statewide Importance - Total Acres: 50.04
X - Other - Total Acres: 3.35
EPC ENVIRONMENTAL CEQA
Exhibit 1:
Important Farmland Map
0 250 500
Feet
N

Soil Ratings (LCC and Storie Index)

The Project site is underlain by soils mapped as the Grangeville and Traver series. **(See Exhibit 2, Soils Map.** These soils are identified in the NRCS Web Soil Survey as having inherent limitations for agricultural production, including salinity, restricted drainage, and erosion susceptibility. These limitations influence agricultural productivity and are reflected in two standardized soil quality rating systems used by the LESA Model:

Land Capability Classification (LCC)

- Rates soils from Class I (best) to Class VIII (least suitable).
- Higher numerical values indicate greater limitations for farming.
- For LESA scoring, each soil unit's LCC rating is converted into a point value from 0 to 100 and then weighted by its percentage of the site.

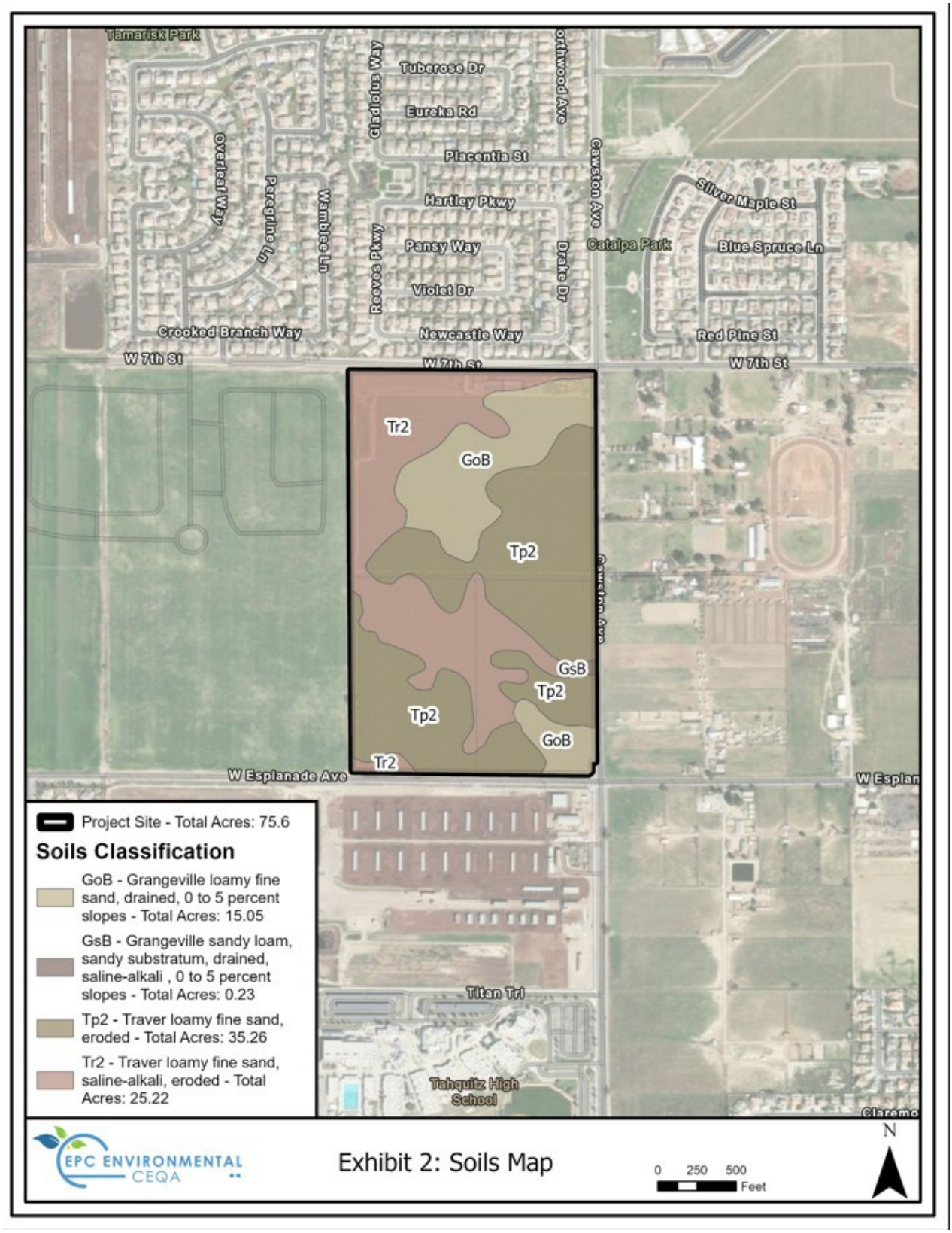
Storie Index Rating

- A 0–100 rating of soil quality based on profile characteristics, texture, slope, drainage, and limiting factors.
- Higher values indicate better inherent soil quality.
- Storie ratings are also weighted by acreage to generate a sitewide average.

Because the site contains only four soil map units (GoB, GsB, Tp2, and Tr2), and because all four occur across the entire 100% Area of Interest (AOI), the weighted averages represent the overall soil quality for the site.

Table 2. Soil Map Units, LCC Ratings, and Storie Index Values

Soil Map Units	% of AOI	LCC Rating (Points)	LCC Weighted Score (×0.25)	Storie Index	Storie Weighted Score (×0.25)	Total LCC and Storie Subscore
GoB, GsB, Tp2, Tr2	100%	49.44	12.36	46.03	11.51	23.87


Tamarisk Park
Gladiolus Way
Tuberose Dr
Eureka Rd
Placentia St
Hartley Pkwy
Pansy Way
Violet Dr
Newcastle Way
Overleaf Way
Peregrine Ln
Wamblee Ln
Reeves Pkwy
Drake Dr
Crooked Branch Way
W 7th St
Cawston Ave
Catalpa Park
Silver Maple St
Blue Spruce Ln
Red Pine St
Tr2
GoB
Tp2
GsB
W Esplanade Ave
Titan Trl
Tahquitz High School
Project Site - Total Acres: 75.6
Soils Classification
GoB - Grangeville loamy fine sand, drained, 0 to 5 percent slopes - Total Acres: 15.05
GsB - Grangeville sandy loam, sandy substratum, drained, saline-alkali , 0 to 5 percent slopes - Total Acres: 0.23
Tp2 - Traver loamy fine sand, eroded - Total Acres: 35.26
Tr2 - Traver loamy fine sand, saline-alkali, eroded - Total Acres: 25.22
EPC ENVIRONMENTAL CEQA
Exhibit 2: Soils Map
0 250 500 Feet
N

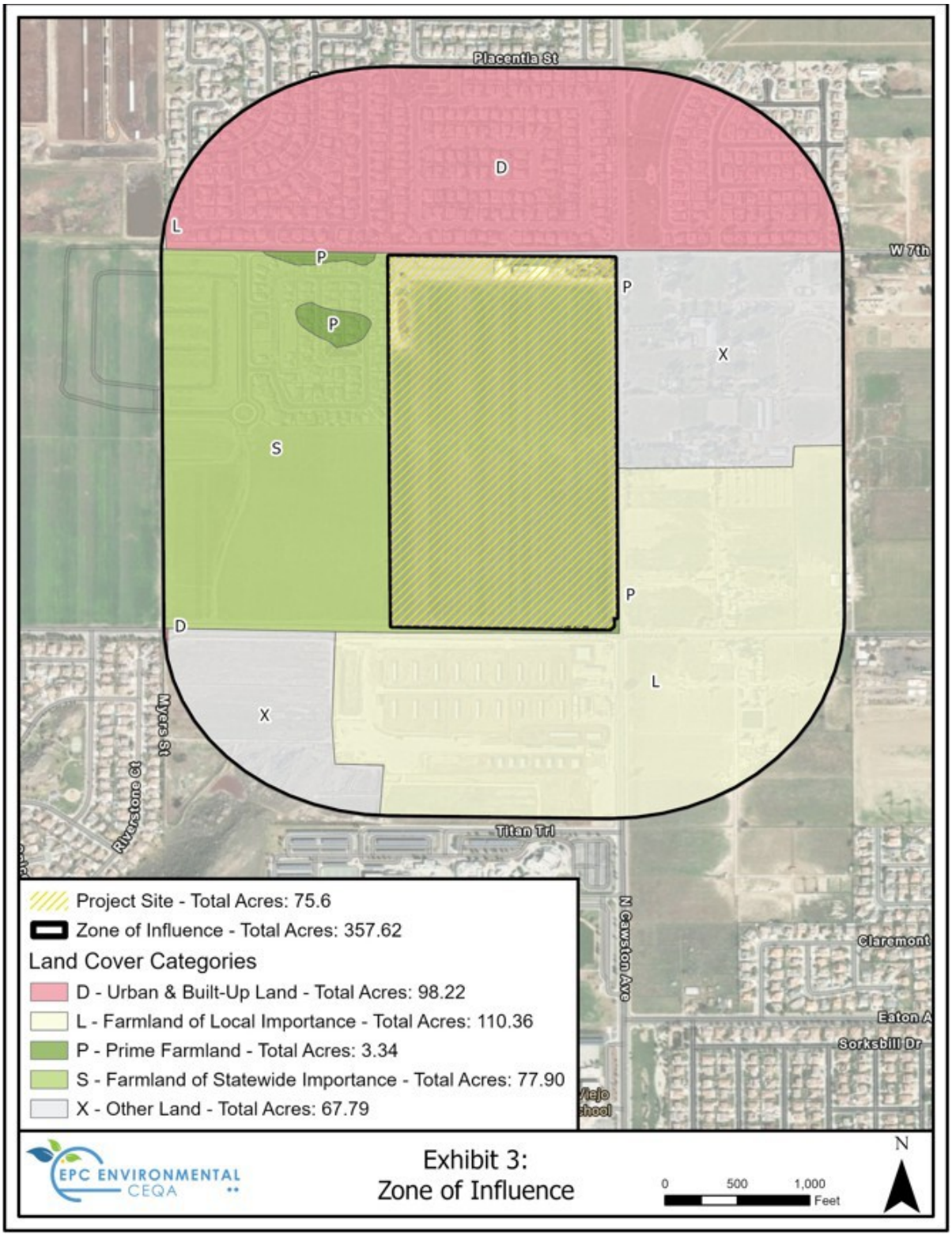
Site Assessment (SA) Component (50%)

The Site Assessment (SA) component of the LESA Model evaluates non-soil factors that influence the agricultural viability of a site, including parcel size, water availability, surrounding agricultural lands, and the presence of protected agricultural or conservation areas. These factors collectively represent 50 percent of the total LESA score. The SA analysis for the Project site is based on the Zone of Influence (ZOI), defined as the 0.5-mile area surrounding the site, consistent with DOC methodology.

Exhibit 3, Zone of Influence Map illustrates the 0.5-mile ZOI used to assess surrounding agricultural land conditions, fragmentation, and adjacent to urban or non-agricultural uses.

Exhibit 4, Protected Resources Map shows any Williamson Act enrolled lands, conservation easements, and other protected agricultural resource lands relative to the Project site.

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Placentia St
W 7th
Titan Trl
Myers St
Riverstone Ct
N Gewston Ave
Claremont
Eaton A
Sorksbill Dr
D
L
P
P
P
X
S
P
D
L
X
Project Site - Total Acres: 75.6
Zone of Influence - Total Acres: 357.62
Land Cover Categories
D - Urban & Built-Up Land - Total Acres: 98.22
L - Farmland of Local Importance - Total Acres: 110.36
P - Prime Farmland - Total Acres: 3.34
S - Farmland of Statewide Importance - Total Acres: 77.90
X - Other Land - Total Acres: 67.79
EPC ENVIRONMENTAL CEQA
Exhibit 3:
Zone of Influence
0 500 1,000
Feet
N

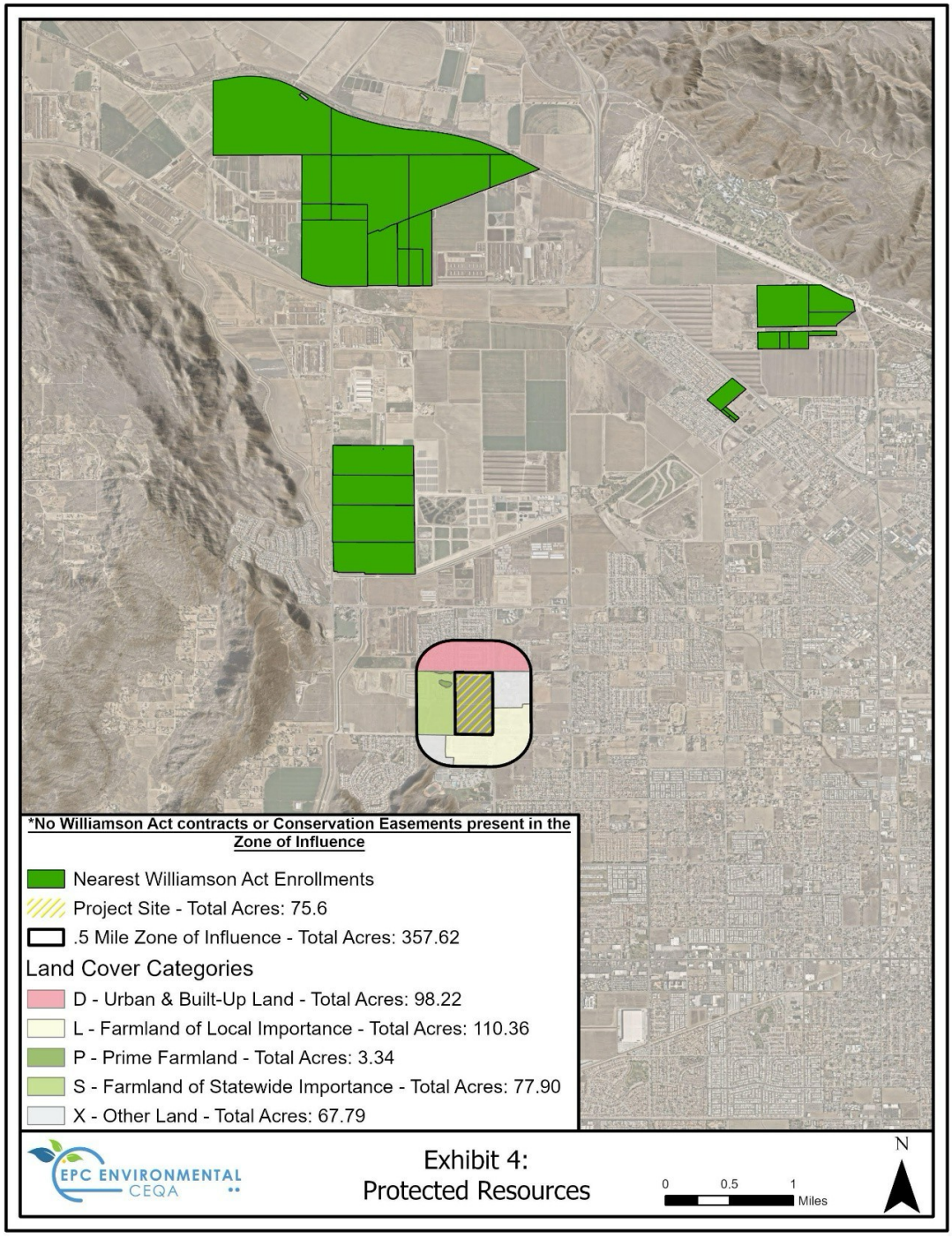

*No Williamson Act contracts or Conservation Easements present in the Zone of Influence
Nearest Williamson Act Enrollments
Project Site - Total Acres: 75.6
.5 Mile Zone of Influence - Total Acres: 357.62
Land Cover Categories
D - Urban & Built-Up Land - Total Acres: 98.22
L - Farmland of Local Importance - Total Acres: 110.36
P - Prime Farmland - Total Acres: 3.34
S - Farmland of Statewide Importance - Total Acres: 77.90
X - Other Land - Total Acres: 67.79
EPC ENVIRONMENTAL CEQA
Exhibit 4:
Protected Resources
0 0.5 1
Miles
N

Table 3. Site Assessment Scoring Summary

SA Factor	Rationale	Score	Weight	Weighted Score
Project Size (75.7 acres)	Large parcel size supports higher agricultural resource value	100	0.15	15.00
Water Resource Availability	EMWD UWMP prioritizes M&I demand; agricultural water unreliable; capped well not viable	0	0.15	0.00
Surrounding Agricultural Land	Aerials show fragmentation/urban conversion in ZOI	10	0.15	1.50
Protected Resource Land	No Williamson Act, no Criteria Cell, <0.01% protected	0	0.05	0.00
SA Subscore Total	—	—	—	**16.50**

Scoring Assumptions and Supporting Justification

Water Resource Availability (0 points): Based on EMWD's 2020 Urban Water Management Plan, agricultural water deliveries are not reliably available or economically feasible due to prioritization of municipal/industrial demand, tiered pricing, and replenishment assessments. The capped on-site well is not a guaranteed long-term agricultural supply.

Surrounding Agricultural Land (10 points): ZOI analysis and current aerial imagery show substantial urbanization, in the project area and cleared land to the west/north, indicating fragmentation and loss of agricultural support services.

Protected Resource Lands (0 points): The site is not under a Williamson Act contract and is not located within an MSHCP Criteria Cell or other protected resource designation.

Final LESA Score and Significance Determination

- **LE Sub score:** 23.87
- **SA Sub score:** 16.50
- **Final LESA Score: 40.37**

Under the LESA scoring system, a score of 40–59 is considered significant only if both LE and SA sub scores are ≥ 20.

Because the SA Sub score (16.50) is below 20, the Project's Final LESA Score of 40.37 is not considered significant under the LESA Model.

As supported by the analysis in the Mitigated Negative Declaration and the Project-specific LESA analysis above, the Project would not indirectly result in farmland conversion. The Project site is already in an area with fragmented farmland and would not increase the likelihood of the conversion of surrounding farmland. The Project also does not impact existing or future agricultural operations in the vicinity, mainly because the land immediately surrounding the Project site is not currently used for agricultural purposes, (confirmed through review of current

aerial imagery and jurisdictional GIS/General Plan land use mapping within the 0.5-mile zone of influence [see Exhibit 3]). The nearest active agricultural operation is a dairy located to the south of Esplanade Avenue in the City of Hemet, which has a General Plan Land Use designation of Neighborhood Commercial (NC), and Medium Density Residential (MDR). Thus, all land surrounding the Project Site has land use designations that allow non-agricultural uses. The Project is not near any land protected by Williamson Act contracts and would not result in the cancellation of such a contract. Accordingly, the Project would have less than significant impacts to agricultural resources and no mitigation is required.

Comment B-4: Mitigating Agricultural Land Loss or Conversion

Consistent with CEQA Guidelines, the Department advises that the environmental review address mitigation for the loss or conversion of agricultural land. The Department urges consideration of any other feasible measures necessary to mitigate project impacts.

Response B-4:

The Project's finding of **Less Than Significant Impact** to agricultural resources is supported by the analysis in the Draft IS/MND (Section 4.2, Agriculture and Forestry Resources). It also is supported by the LESA threshold analysis above, and by the application of CEQA tiering principles. See Response B-3.

Comment B-5: Conclusion and Request for Notices and Documents

Thank you for giving us the opportunity to comment on the Initial Study and Mitigated Negative Declaration for the Chacon Farms Project. Please provide the Department with notices of any future hearing dates as well as any staff reports pertaining to this project.

Response B-5:

The City acknowledges the DOC's gratitude and request for ongoing notifications. The DOC will be provided with notices of any future public hearings, and any staff reports pertaining to the Chacon Farms Project in accordance with CEQA statutes and guidelines.

Finding: The comments do not identify any new significant environmental impacts, do not demonstrate that previously identified impacts would be substantially more severe than disclosed in the Draft IS/MND, and do not require the addition of new or considerably different

mitigation measures or project alternatives. Accordingly, the City finds that recirculation of the IS/MND is not required under CEQA Guidelines §15088.5.

TALLEY MEADOWS RANCH
135 Cawston Avenue
San Jacinto, CA 92582

November 18, 2025

Letter C

Yaneli Hernandez
Senior Planner
595 S. San Jacinto Avenue
San Jacinto, CA 92583
yhernandez@sanjacintoca.gov

RE: PUBLIC COMMENT – Chacon Farms Project

We are concerned about the safety of the children, workers and clients utilizing Cawston Avenue between 7th and Esplanade.

Our property shares the street and entrances with the East entrance to the proposed development. The street is one lane each way with a drainage ditch on one side and a temporary sidewalk on the other. There are three schools on the block South of us with two lanes each way and one school on the block North with two lanes each way.

There are increasingly more vehicles, children walking, riding scooters, and running in PE classes along with clients, delivery trucks and large horse trailers coming to and from the gated entries necessary for the secondary containment of horses at Talley Meadows Layups and Retirement. Our facility is a busy working horse ranch of sixty acres with over one hundred horses in rehabilitation and retirement.

We feel it imperative to widen and improve Cawston Avenue to match the next block North at 7th and South at Esplanade to manage the increased traffic that will be coming with this and future planned development and schools. The bottleneck in this one block creates serious traffic and pedestrian hazards.

Sincerely,

Joe B. Talley Jr.

Responses To Letter C
Talley Meadows Ranch

Comment: Improve Cawston Avenue for Pedestrian and Traffic Safety

The commenter expressed concern about traffic safety and pedestrian hazards on Cawston Avenue along the project frontage. They noted that the street is currently one lane each way with a drainage ditch on one side, and this bottleneck is a serious safety concern given the presence of three schools nearby and the traffic generated by their horse ranch. The commenter felt it was "imperative" to widen and improve Cawston Avenue to match the configuration north of 7th Street and south of Esplanade Avenue

Response:

The City acknowledges the commenter's concern regarding pedestrian and traffic safety, including the current existing two-lane undivided condition of Cawston Avenue. However, the comment does not raise an issue on the adequacy of the CEQA document, which indicates that the Project would not create a new traffic safety hazard. (See Draft IS/MND section 4.17.2.c.) As documented in the Draft Transportation Impact Study, Cawston Avenue is classified as a major roadway and is operating well below its available capacity, with no existing operational or safety deficiencies identified along the project frontage. Traffic operations along Cawston Avenue, including roadway segments and study intersections, currently operate at acceptable levels of service consistent with City standards, and the project would not degrade roadway performance or introduce unsafe conditions.

Issues related to the safety and functional design of the street frontage also will be addressed during the Tentative Tract Map (No. 39076) engineering review and approval process, which ensures that any frontage improvements or design details comply with the City's adopted roadway, pedestrian, and safety standards.

While the comment does not raise an issue regarding the adequacy of the Draft IS/MND and therefore does not require a written response under the California Environmental Quality Act (CEQA) requirements, the City provides the following response for informational purposes.

Required Off-Site Frontage Improvements

Cawston Avenue is classified as a major roadway by the City of San Jacinto. To address the existing non-standard condition and ensure the Project conforms to the City's Major Thoroughfare Standards, the Project is required to implement the following off-site frontage improvements adjacent to the west side of Cawston Avenue as Conditions of Approval:

- Addition of one travel lane.
- Construction of a standard sidewalk to enhance pedestrian safety.
- Construction of a 12-foot-wide parkway.
- Construction of a curb and gutter section.

- Widening of the roadway section to fully conform to the City's Major Roadway Standards.

These specific improvements are mandated by City Engineering after their review of Tentative Tract Map No. 39076. The scope of work listed above constitutes the full extent of the Project's required commitment for its direct frontage, ensuring compliance with all applicable City Ordinances. The requirement to add a travel lane addresses the commenter's concern with narrow streets and "bottlenecks." The addition of a lane also allows slower vehicles to be in a separate lane than faster vehicles. The requirement to add a sidewalk addresses the commenter's concern about pedestrian safety.

Finding: The comments do not identify any new significant environmental impacts, do not demonstrate that previously identified impacts would be substantially more severe than disclosed in the Draft IS/MND, and do not require the addition of new or considerably different mitigation measures or project alternatives. Accordingly, the City finds that recirculation of the IS/MND is not required under CEQA Guidelines §15088.5.

Appendix A

Phase II Environmental Site Assessment

Chacon Farms Project
Approximately 73.97 Acres of Land
Southwest of Seventh Street and
Cawston Avenue
San Jacinto, California

December 16, 2025

Stantec Project Number: 185807160

Prepared for:

Chacon, LLC
1281 North State Street, Suite A-536
San Jacinto, California 92583

Prepared by:

Stantec Consulting Services, Inc.
735 East Carnegie Drive, Suite 280
San Bernardino, California 92408

This document entitled Phase II Environmental Site Assessment was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Chacon, LLC (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by _____
(signature)

Alicia Jansen
Senior Scientist

Reviewed by _____
(signature)

Jim DeWoody
Principal Scientist

Approved by _____
(signature)

Kyle Emerson, CEG
Managing Principal Geologist

PROFESSIONAL GEOLOGIST
KYLE EMERSON
No. 1271
CERTIFIED
ENGINEERING
GEOLOGIST
STATE OF CALIFORNIA

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Executive Summary

On behalf of Chacon, LLC, Stantec Consulting Services Inc. (Stantec) has prepared this Phase II Environmental Site Assessment (ESA) report for the property located southwest of Seventh Street and Cawston Avenue in the City of San Jacinto, County of Riverside, California (the Subject Property; **Figure 1**). The investigation was performed based on the scope of work set forth in Stantec's proposal entitled *Proposal for Limited Phase II Environmental Site Assessment (ESA)*, dated November 13, 2025. Chacon, LLC (the "User") has been designated as the User of this report.

The Subject Property consists of approximately 73.97 acres of agricultural land. With respect to the Draft Initial Study/Mitigated Negative Declaration (ISMND) submitted for public and agency input, the California Department of Toxic Substances Control (DTSC) concluded that, based on review of historical documents including aerial photographs and topographic maps, the Subject Property appears to have been utilized for agricultural use. Due to the potential for residual agricultural chemicals to be present in shallow soils, DTSC requested sampling and analysis of shallow soil for the presence of residual organochloride pesticides (OCPs) and heavy metals (arsenic).

To investigate this concern expressed by the DTSC, Stantec completed a Phase II ESA at the Subject Property in November of 2025, which included the following scope of work:

- Stantec advanced one (1) boring per four (4) acres in a grid pattern across the 73 acres of agricultural land at the Subject Property. Based on the grid sampling, a total of eighteen (18) soil borings were advanced to a maximum depth of 3 feet below ground surface (bgs) throughout the Subject Property. Soil samples were collected at 0.5 feet bgs depth intervals for analysis of OCPs and arsenic. Accordingly, 18 shallow soil samples collected from the 0.5-foot intervals were submitted to the laboratory for analysis of OCPs and arsenic. The remaining 18 deeper soil samples collected from 2.5-3.0 feet were submitted to the laboratory and placed on hold, pending the results of the shallow analysis of OCPs and arsenic (to determine whether further analysis was warranted).
- Four (4) of the 18 soil borings (SB-9 through SB-12) were further advanced to a maximum depth of 15-ft bgs in the area with historical livestock activities and converted into dual-nested soil vapor probes at 5- and 15-ft bgs for a methane survey (See **Figure 2** for locations).

The laboratory reported no detections of OCPs or arsenic above the laboratory reporting limit in any of the soil samples submitted for analysis (*i.e.*, the results were "non-detect"), as presented in **Table 1**. The laboratory reporting limit for arsenic was 5.0 milligrams per kilogram (mg/kg), which exceeded regulatory thresholds for residential soil set at 0.68 mg/kg (**Appendix A**). However, arsenic occurs naturally in soil throughout the State of California at levels of up to 12 mg/kg and, therefore, commonly exceeds the regulatory threshold due to naturally-occurring conditions. Accordingly, the State of California typically uses the background level, as presented in DTSC's HERO Note 11, as the cleanup standard for arsenic. No arsenic was detected in any of the soil samples collected at the Subject Property at concentrations exceeding applicable cleanup levels.



The soil vapor probes were installed by directly pushing them into the ground. Based on the DTSC guidance, the installed vapor probes were allowed to set for at least two (2) hours prior to sampling to allow the seals to set. Probe pressure readings were recorded on field data sheets prior to sample collection or purging. Prior to sample collection, three tubing volumes were purged through a pump at a flow rate of 150-200 ml/minute. After purging was complete, the surface-end of the Teflon tubing was connected to a RKI Eagle, and soil vapor was drawn through the device and analyzed on site for methane, hydrogen sulfide, oxygen, and carbon monoxide.

Field readings were collected on two days (December 4 and 5, 2025) at least 24 hours apart. The field readings showed methane detections ranging from 310 to 500 parts per million by volume (ppmV), which levels are significantly below the standard expressed by the City of San Jacinto, which was 12,500 ppmV, and also significantly below the other published County Fire Authority standard of 5,000 ppmV (**Table 2**). Additionally, oxygen and carbon dioxide percentages showed solid correlation and are typical of aerobic conditions in the soil.

Based on these results, the Subject Property's historical agricultural and livestock uses are not considered a recognized environmental condition (REC) pursuant to ASTM E1527-21 or a concern in relation to the contemplated redevelopment of the Subject Property for residential purposes. Therefore, Stantec recommends no further investigation regarding these issues, or in regard to the environmental condition of the Subject Property.

1.0 INTRODUCTION

On behalf of Chacon, LLC, Stantec Consulting Services Inc. (Stantec) has prepared this Phase II Environmental Site Assessment (ESA) report for the property located southwest of Seventh Street and Cawston Avenue in the City of San Jacinto, County of Riverside, California (the "Subject Property"; **Figure 1**). The investigation was performed based on the scope of work set forth in Stantec's proposal entitled *Proposal for Limited Phase II Environmental Site Assessment*, dated November 13, 2025. Chacon, LLC (the "User") has been designated as the User of this report.

1.1 BACKGROUND

The Subject Property consists of approximately 73.97 acres of agricultural land. The Draft Initial Study/Mitigated Negative Declaration (ISMND) was submitted for public and agency input and the California Department of Toxic Substances Control (DTSC) concluded, based on review of historical documents, including aerial photographs and topographic maps, that the Subject Property appears to have been utilized for agricultural use. Due to the potential for residual agricultural chemicals to be present in shallow soils, DTSC requested that shallow soils be sampled and analyzed in order to determine whether residual organochloride pesticides (OCPs) or heavy metals (arsenic) were present above applicable regulatory thresholds for residential use.

Accordingly, to address DTSC's concern, Stantec completed a Phase II ESA at the Subject Property in November 2025. The results of that investigation are presented in the following sections of this report and, as discussed in detail, have concluded that the historical agricultural use of the Subject Property represents neither a recognized environmental condition nor a human health risk in contemplation of the proposed residential development of the Subject Property.

2.0 FIELD INVESTIGATION

Prior to the commencement of fieldwork activities, Stantec made the following preparations.

2.1 PRE-DRILLING ACTIVITIES

- Stantec visited the Property to mark the proposed boring locations. Subsequent to the marking, Underground Service Alert (USA) was notified at least 72-hours prior to the commencement of drilling activities; and,
- In accordance with federal Occupational Safety and Health Administration (OSHA) regulations (29 CFR, Section 1910.120), Stantec generated a site-specific Health and Safety Plan (HASP) for the Property. All Stantec personnel and subcontractors associated with the project were required to be familiar with and comply with all provisions of the HASP.

2.2 INVESTIGATION

To address the requested work by the DTSC outlined above, Stantec completed a Limited Phase II ESA in November 2025. Stantec provided the services of a field geologist to supervise and direct the advancement of multiple soil, and soil vapor borings at the Property. All work was conducted under the direct oversight of a State of California professional and included the following:

- Stantec advanced one (1) boring per four (4) acres in a grid pattern across the 73 acres of agricultural land at the Subject Property. Based on the grid sampling a total of eighteen (18) soil borings were advanced to a maximum depth of 3 foot below ground surface (bgs) throughout the Subject Property. Soil samples were collected at 0.5 feet bgs depth intervals for analysis of OCPs and arsenic. The 18 shallow soil samples collected from the 0.5-foot intervals were submitted to the laboratory for analysis of OCPs and arsenic. The remaining 18 deeper soil samples collected from 2.5- 3.0 feet were submitted to the laboratory and placed on hold, pending the results of the shallow analysis of OCPs and arsenic.
- Four (4) of the 18 soil borings (SB-9 through SB-12) were further advanced to a maximum depth of 15-ft bgs in the area with historical livestock activities and converted into dual-nested soil vapor probes at 5- and 15-ft bgs for a methane survey (See **Figure 2** for locations).

2.2.1 Soil Boring and Sampling Procedures

Each pesticide boring location was drilled with a hand auger to a depth of three (3) feet below ground surface (bgs) to clear the location of utilities and collect the required soil samples. Soil samples collected within the upper three (3) feet were collected by discharging the hand auger contents directly into pre-cleaned laboratory-provided eight-ounce glass jars with Teflon®-lined lids. All sample containers were labeled with the appropriate identification information (boring number, sample depth, sample collection



date, and sample collection time). After collection the soil samples were placed in an iced cooler for preservation until delivery to the laboratory.

2.2.2 Soil Vapor Probe Construction

The soil vapor probes were installed in general accordance with the methodologies outlined in the July 2015 California Department of Toxic Substances Control (DTSC) "Advisory - Active Soil Gas Investigations" (DTSC Advisory).

Four additional soil borings (SB-9 through SB-12) were further advanced into native soils to a depth of 15 feet bgs with a Geoprobe drilling rig that utilized a hydraulically driven direct push system equipped with 1.5-inch outer diameter rods. Following the advancement of the borings to the terminal depth, the vapor sampling probe were installed in the borehole with sampling screens positioned at 5- and 15-feet bgs and connecting the screen up to the ground surface via dedicated Teflon tubing.

The annulus around the exposed sampling screens was backfilled with a silica sand pack to an elevation of approximately six inches above the sampling interval. Above the filter pack, a 12-inch transition seal was constructed using fine bentonite granules. From that point to ground surface, hydrated bentonite granules will be utilized to seal the annular space. At the surface, the exposed Teflon tubing was capped with tight fitting plastic end-caps and labeled to indicate sampling depth.

2.2.3 Field Equipment Cleaning Procedures

To maintain quality control during drilling operations, all drill rods and reusable soil sampling equipment was decontaminated using a triple bucket rinse. Prior to drilling at a given location or sampling interval, all equipment coming in direct contact with soil samples was scrubbed with an Alconox scrub solution followed by a clean tap water rinse and then a final distilled water rinse.



3.0 TESTING PROCEDURES

3.1 SOIL SAMPLING METHODOLOGY

All chemical analyses was performed at State of California-certified laboratories. Collected soil samples were analyzed at Jones Environmental, Inc. (Jones) located in Santa Fe Springs, California. All samples were managed under strict chain-of-custody. The soil results are discussed below and presented in **Table 1.** Complete laboratory reports, including QA/QC documentation is included in **Appendix A**.

3.2 METHANE SAMPLING METHODOLOGY

The soil vapor probes were allowed to set for at least two (2) hours prior to sampling to allow the seals to set. Probe pressure readings were recorded on field data sheets prior to sample collection or purging. Prior to sample collection, three tubing volumes were purged through a pump at a flow rate of 150-200 ml/minute. After purging was complete, the surface-end of the Teflon tubing was connected to a RKI Eagle and soil vapor was drawn through the device and analyzed on site for methane, hydrogen sulfide, oxygen, and carbon monoxide.

The survey included two rounds of field sampling performed 24-hours apart – one round on December 4, 2025, and the second round of sampling was performed on December 5, 2025.



4.0 INVESTIGATION RESULTS

4.1 FIELD OBSERVATIONS

On November 20, 2025, Stantec personnel oversaw the advancement of eighteen (18) soil borings at the Subject Property (A1-0.5 through F3-0.5) to 3-ft bgs and four (4) borings (SB-9 through SB-12) to 15-ft bgs. Soils encountered during this round of assessment consisted of silty sand to clayey sands. No staining or odor was observed in any of the borings advanced during this assessment. All boring locations are depicted on **Figure 2**.

4.2 METHANE SAMPLE RESULTS

Field readings were collected on two days (December 4 and 5, 2025) at least 24 hours apart. The field readings showed methane detections ranging from 310 to 500 parts per million by volume (ppmV) which is significantly below the verbal City of San Jacinto standard of 12,500 ppmV and published County Fire Authority Standard of 5,000 ppmV (**Table 2**). Additionally, oxygen and carbon dioxide percentages showed solid correlation and are typical of aerobic conditions in the soil.

4.3 ANALYTICAL RESULTS

Laboratory analytical test results from this assessment are attached as **Appendix A**. A summary of the analytical data from this assessment is provided in **Tables 1 and 2**. The laboratory test results from this phase of investigation are discussed below. All soil boring locations from this assessment are presented on **Figure 2**.

Soil Results

The laboratory reported that there were no detections of OCPs or arsenic above the laboratory reporting limit in any of the soil samples submitted for analysis (*i.e.*, the results were “non-detect”) as presented in **Table 1**. The laboratory reporting limit for arsenic was 5.0 milligrams per kilogram (mg/kg), which exceeded regulatory thresholds for residential soil set at 0.68 mg/kg (**Appendix A**). However, arsenic occurs naturally in soil throughout the State of California at levels of up to 12 mg/kg and, therefore, commonly exceeds the regulatory threshold due to naturally-occurring conditions. Accordingly, the State of California typically uses the background level, as presented in DTSC’s HERO Note 11, as the cleanup standard for arsenic and no arsenic was detected at the Subject Property at concentrations exceeding applicable cleanup levels.

5.0 CONCLUSIONS AND RECOMMENDATIONS

There were no methane detections in the former livestock areas at concentrations exceeding typical levels of concern (generally considered to be 0.5% by volume, or 5,000 parts per million by volume [ppmV] methane) – or above standards articulated by the City of San Jacinto or other County Fire Authority. Accordingly, based on the data, and in light of the contemplated redevelopment of the Subject Property for residential purposes, Stantec anticipates no further action or investigation regarding methane in soil vapor at the Subject Property.

Based on these results, the Subject Property's historical agricultural use is not considered a recognized environmental condition (REC) or a concern to contemplated redevelopment for residential purposes, nor are the former livestock areas, and Stantec recommends no further investigation regarding these issues – or in regard to the environmental condition of the of the Subject Property.

6.0 LIMITATIONS

The conclusions presented in this report are professional opinions based on data described in this report. The opinions of this report have been arrived at in accordance with currently accepted hydrogeologic and engineering standards and practices applicable to this location and are subject to the following inherent limitations. Stantec makes no other warranty, either expressed or implied, concerning the conclusions and professional advice that is contained within the body of this report.

Inherent in most projects performed in a heterogeneous subsurface environment, continuing excavation and assessments may reveal findings that are different than those presented herein. This facet of the environmental profession should be considered when formulating professional opinions on the limited data collected on these projects.

This report has been issued with the clear understanding that it is the responsibility of the owner, or their representative, to make appropriate notifications to regulatory agencies. It is specifically not the responsibility of Stantec to conduct appropriate notifications as specified by current County and State regulations.

The information presented in this report is valid as of the date our exploration was performed. Site conditions may degrade with time; consequently, the findings presented herein are subject to change.

TABLES

Table 1

Summary of Soil Analytical Results - 2025

Pesticides by EPA 8081A, Metals by EPA 6010B

Chacon Farm Site - West 7th Street and Cawston Ave, San Jacinto, California

Stantec Job No.: 185807160

Sample Location	Sample ID	Depth (1)	Date	Pesticides (EPA Test Method 8081A)						Metals (EPA Test Method 6010B)	
										Arsenic	
				4,4'-DDD	4,4'-DDE	4,4'-DDT	Total DDT Compounds	Toxaphene	Other OCPs	Total	STLC (2)
Screening Levels for residential soil (3)				**2.3**	**2.0**	**1.9**	**NE**	**0.45**	**varies**	**0.11 (4)**	**--**
Hazardous Waste Levels				**1.0**	**1.0**	**1.0**	**1.0**	**NE**	**varies**	**500**	**5.0**
Typical Background Levels in California				**NE**	**NE**	**NE**	**NE**	**NE**	**NE**	**0.6-11.8 (4)**	**--**
Soil Samples											
Northern Field	A1-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	A2-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	A3-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	B1-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	B2-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	B3-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	C1-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	C2-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	C3-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
Southern Field	D1-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	D2-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	D3-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	E1-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	E2-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	E3-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	F1-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	F2-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA
	F3-0.5	0.5	11/20/2025	<0.010	<0.010	<0.010	<0.030	< 20.0	<varies	< 5.0	NA

NOTES:

All concentrations reported in milligrams of metal per kilogram of soil (mg/kg)

(1) Sample depth is reported as feet below ground surface

(2) Screening level value is determined by the more conservative value from the California DTSC HERO Note 3, updated March 2025 or USEPA RSLs, updated November 2024

(3) Arsenic has been found to exist in naturally in soils up to 22 mg/kg in the state of California. It is generally considered acceptable at concentrations of 12 mg/Kg or less

(4) Chernoff G., Bosan W., and Oudiz B., DTSC, Determination of a Southern California Regional Background Arsenic Concentration in Soil

< - Indicates the concentration was not detected above the laboratory method reporting limit.

BOLD - Indicates the concentration is above the laboratory reporting level

Concentration exceeds USEPA Region 9 RSL or DTSC Hero Note 3

Concentration exceeds Southern California regional background levels

Concentration exceed the California Hazardous Waste Level

ABBREVIATIONS:

DTSC - Department of Toxic Substances Control

HERO - Human and Ecological Risk Office

NA - Not analyzed

ND - Not detected

NE - Not established

STLC - Soluble Threshold Limit Concentration

USEPA RSL - United States Environmental Protection Agency Regional Screening Levels, residential use.

Table 2

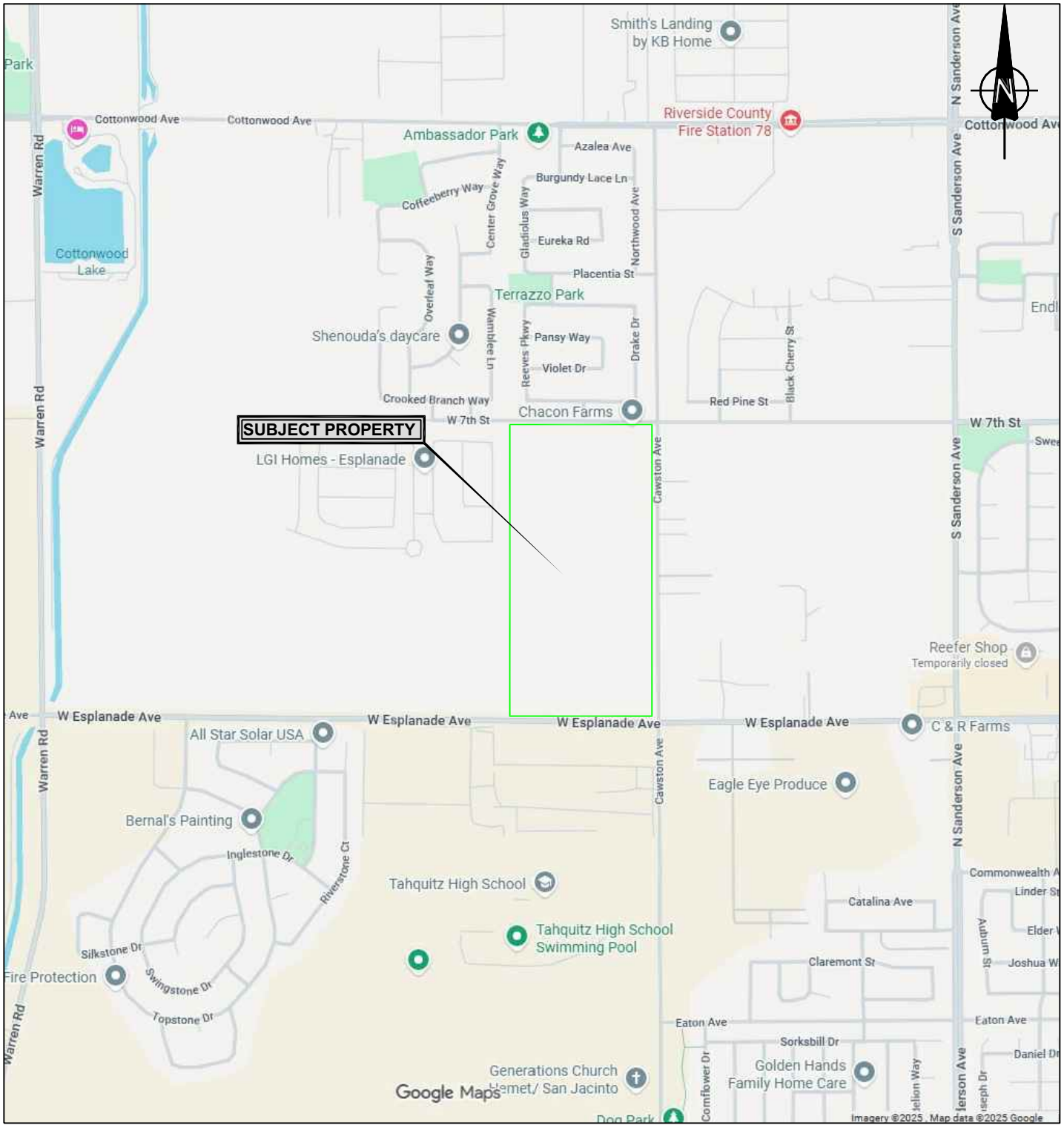
Summary of Methane Survey Results - 2025
Chacon Farm Site - West 7th Street and Cawston Ave, San Jacinto, California
Stantec Job No.: 185807161

Boring Location	Sample ID	Sample Depth Below Ground Surface (feet)	Sample Date	Pressure (Inches of Water)	Methane (ppmV)	Oxygen (%)	Carbon Monoxide (ppm)	Hydrogen Sulfide (ppm)
Orange County Standard (Mandatory Procedures for Mitigation, as contained herein, shall be applied to all buildings within 300 feet of the affected location(s).				***NE***	***5,000***	***NE***	***NE***	***NE***
Orange County Standard (all buildings within 300 feet of the affected location(s) shall have a specific soil gas mitigation plan approved by a Registered Professional.)				***NE***	***12,500***	***NE***	***NE***	***NE***
City of San Jacinto Standard (Quoted by City of San Jacinto Field Inspector)				***NE***	***12,500***	***NE***	***NE***	***NE***
Northern Portion of Chacon Farms	SB9-5	5	12/4/2025	0.0	**410**	**19.4**	0	0
			12/5/2025	**-0.1**	**390**	**19.5**	0	0
	SB9-15	15	12/4/2025	0.0	**390**	**18.8**	0	0
			12/5/2025	0.0	**370**	**18.8**	0	0
	SB10-5	5	12/4/2025	0.0	**460**	**20.2**	0	0
			12/5/2025	0.0	**490**	**19.7**	0	0
	SB10-15	15	12/4/2025	**0.12**	**460**	**19.5**	0	0
			12/5/2025	**0.12**	**500**	**19.2**	0	0
	SB11-5	5	12/4/2025	0.0	**370**	**16.7**	0	0
			12/5/2025	0.0	**370**	**16.8**	0	0
	SB11-15	15	12/4/2025	0.0	--	--	--	--
			12/5/2025	**-0.22**	--	--	--	--
	SB12-5	5	12/4/2025	0.0	**390**	**14.4**	0	0
			12/5/2025	0.0	**390**	**14.9**	0	0
	SB12-15	15	12/4/2025	0.0	**330**	**13**	0	0
			12/5/2025	0.0	**310**	**13**	0	0

Notes: All concentrations reported in parts per million by volume (ppmV)
Sample analyzed by Eagle Field Meter.
-- Not Analyzed
NE - Not Established

Light gray shading indicates value at or above the Orange County residential screening level.
Light gray shading indicates value at or above the City of San Jacinto residential screening level.

FIGURES



0 1000 2000 3000 4000FT

SCALE : AS SHOWN

NOTE: THIS DRAWING ILLUSTRATES SUPPORTING INFORMATION SPECIFIC TO A STANTEC SERVICES INC. REPORT AND MUST NOT BE USED FOR OTHER PURPOSES.

SUBJECT PROPERTY LOCATION MAP

PHASE II ENVIRONMENTAL SITE ASSESSMENT

SOUTHWEST OF SEVENT STREET AND CAWSTON AVENUE, SAN JACINTO, CA

Client:	CHACON, LLC
Project No.:	185807160
Scale:	AS SHOWN
Date:	25/12/13
Dwn. By:	CD OK SC2025120014
App'd By:	KE
Fig. No.:	1

Stantec

Stantec Consulting Ltd.

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Stantec Consulting Ltd. © 2025



LEGEND

APPROXIMATE SUBJECT PROPERTY BOUNDARY

SOIL BORING LOCATIONS - STANTEC, NOVEMBER, 2025

0 200 400 600 800FT

NOTE: THIS DRAWING ILLUSTRATES SUPPORTING INFORMATION SPECIFIC TO A STANTEC CONSULTING LTD. REPORT AND MUST NOT BE USED FOR OTHER PURPOSES.

SOIL BORING LOCATIONS

PHASE II ENVIRONMENTAL SITE ASSESSMENT

Client:

Project No.:	
Scale:	S
Date:	O
Dwn. By:	U
App'd By:	T

Fig. No.:

H W E S

Stantec

T OF SEVENT STREET AND CAWSTON AVENUE, SAN JACINTO, CA CHACON, LLC

SCALE : AS SHOWN

185807160
AS SHOWN
25/12/13
CD OK SC2025120015
KE

2

APPENDIX A

LABORATORY DATA SHEETS

JONES ENVIRONMENTAL, INC.
714-449-9937
562-646-1611
11007 FOREST PLACE
SANTA FE SPRINGS, CA 90670
WWW.JONESENV.COM

02 December 2025

Jim DeWoody
Stantec Consulting
735 EastCarnegie Drive, Suite 280
San Bernardino, CA 92408

Re: Chacon Farms

Enclosed are the results of analyses for samples received by the laboratory on 11/21/25. If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Colby Wakeman
Lab Director

JONES ENVIRONMENTAL, INC.

11007 FOREST PLACE
SANTA FE SPRINGS, CA 90670
714-449-9937 PHONE
562-646-1611 FAX

Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
A1-0.5	J254478-001	Soil	11/20/2025 09:06	11/21/2025 16:19
A2-0.5	J254478-002	Soil	11/20/2025 07:53	11/21/2025 16:19
A3-0.5	J254478-003	Soil	11/20/2025 07:49	11/21/2025 16:19
B1-0.5	J254478-007	Soil	11/20/2025 00:00	11/21/2025 16:19
B2-0.5	J254478-008	Soil	11/20/2025 07:58	11/21/2025 16:19
B3-0.5	J254478-009	Soil	11/20/2025 07:44	11/21/2025 16:19
C1-0.5	J254478-013	Soil	11/20/2025 09:16	11/21/2025 16:19
C2-0.5	J254478-014	Soil	11/20/2025 08:02	11/21/2025 16:19
C3-0.5	J254478-015	Soil	11/20/2025 07:36	11/21/2025 16:19
D1-0.5	J254478-019	Soil	11/20/2025 09:21	11/21/2025 16:19
D2-0.5	J254478-020	Soil	11/20/2025 08:26	11/21/2025 16:19
D3-0.5	J254478-021	Soil	11/20/2025 07:30	11/21/2025 16:19
E1-0.5	J254478-025	Soil	11/20/2025 09:26	11/21/2025 16:19
E2-0.5	J254478-026	Soil	11/20/2025 08:32	11/21/2025 16:19
E3-0.5	J254478-027	Soil	11/20/2025 07:20	11/21/2025 16:19
F1-0.5	J254478-031	Soil	11/20/2025 09:32	11/21/2025 16:19
F2-0.5	J254478-032	Soil	11/20/2025 08:37	11/21/2025 16:19
F3-0.5	J254478-033	Soil	11/20/2025 07:21	11/21/2025 16:19

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Colby Wakeman
Lab Director

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

DETECTIONS SUMMARY

Sample ID: A1-0.5 **Laboratory ID:** J254478-001

No Results Detected

Sample ID: A2-0.5 **Laboratory ID:** J254478-002

No Results Detected

Sample ID: A3-0.5 **Laboratory ID:** J254478-003

No Results Detected

Sample ID: B1-0.5 **Laboratory ID:** J254478-007

No Results Detected

Sample ID: B2-0.5 **Laboratory ID:** J254478-008

No Results Detected

Sample ID: B3-0.5 **Laboratory ID:** J254478-009

No Results Detected

Sample ID: C1-0.5 **Laboratory ID:** J254478-013



Colby Wakeman
Lab Director

JONES ENVIRONMENTAL, INC.

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No Results Detected

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

DETECTIONS SUMMARY

Sample ID: C2-0.5 **Laboratory ID:** J254478-014

No Results Detected

Sample ID: C3-0.5 **Laboratory ID:** J254478-015

No Results Detected

Sample ID: D1-0.5 **Laboratory ID:** J254478-019

No Results Detected

Sample ID: D2-0.5 **Laboratory ID:** J254478-020

No Results Detected

Sample ID: D3-0.5 **Laboratory ID:** J254478-021

No Results Detected

Sample ID: E1-0.5 **Laboratory ID:** J254478-025

No Results Detected

Sample ID: E2-0.5 **Laboratory ID:** J254478-026

Colby Wakeman
Lab Director

JONES ENVIRONMENTAL, INC.

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No Results Detected

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

DETECTIONS SUMMARY

Sample ID: E3-0.5 **Laboratory ID:** J254478-027

No Results Detected

Sample ID: F1-0.5 **Laboratory ID:** J254478-031

No Results Detected

Sample ID: F2-0.5 **Laboratory ID:** J254478-032

No Results Detected

Sample ID: F3-0.5 **Laboratory ID:** J254478-033

No Results Detected

Colby Wakeman
Lab Director

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

A1-0.5
J254478-001(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2511466	11/26/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*89.85 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*102.74 %*	*30 - 135*

Jones Environmental, Inc.



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Lab Director

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

A2-0.5
J254478-002(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2511466	11/26/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	
Surrogate: TCMX	*73.89 %*	*30 - 135*						
Surrogate: Decachlorobiphenyl	*83.63 %*	*30 - 135*						

Jones Environmental, Inc.



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Lab Director

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

A3-0.5
J254478-003(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2511466	11/26/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*93.51 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*108.43 %*	*30 - 135*

Jones Environmental, Inc.



Colby Wakeman
Lab Director

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11007 FOREST PLACE
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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

B1-0.5
J254478-007(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*88.90 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*101.15 %*	*30 - 135*

Jones Environmental, Inc.



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Lab Director

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JONES ENVIRONMENTAL, INC.

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SANTA FE SPRINGS, CA 90670
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562-646-1611 FAX

Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

B2-0.5
J254478-008(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*86.55 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*97.61 %*	*30 - 135*

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SANTA FE SPRINGS, CA 90670
714-449-9937 PHONE
562-646-1611 FAX

Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

B3-0.5
J254478-009(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*87.56 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*97.50 %*	*30 - 135*

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

C1-0.5
J254478-013(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*88.51 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*100.66 %*	*30 - 135*

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

C2-0.5
J254478-014(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512017	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	
Surrogate: TCMX	*84.83 %*	*30 - 135*						
Surrogate: Decachlorobiphenyl	*98.13 %*	*30 - 135*						

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

C3-0.5
J254478-015(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512018	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*100.58 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*111.22 %*	*30 - 135*

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

D1-0.5
J254478-019(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512018	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*103.86 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*116.07 %*	*30 - 135*

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

D2-0.5
J254478-020(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512018	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*112.18 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*123.67 %*	*30 - 135*

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

D3-0.5
J254478-021(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512018	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*96.62 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*110.65 %*	*30 - 135*

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

E1-0.5
J254478-025(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512018	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*106.52 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*118.54 %*	*30 - 135*

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

E2-0.5
J254478-026(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512018	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*104.91 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*115.32 %*	*30 - 135*

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SANTA FE SPRINGS, CA 90670
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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

E3-0.5
J254478-027(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512018	11/26/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*106.51 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*120.78 %*	*30 - 135*

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

F1-0.5
J254478-031(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512054	12/01/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*90.98 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*78.09 %*	*30 - 135*

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

F2-0.5
J254478-032(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512054	12/01/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	

Surrogate: TCMX	*80.14 %*	*30 - 135*
Surrogate: Decachlorobiphenyl	*69.61 %*	*30 - 135*

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

F3-0.5
J254478-033(Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Analyzed	Method	Notes
EPA 6010B Arsenic by ICP-OES by EPA 6010								
Arsenic, As	ND	5.0	mg/kg	1	QC2512038	12/01/25	EPA 6010	
EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081								
alpha-BHC	ND	10.0	µg/kg	1	QC2512054	12/01/25	EPA 8081	
beta-BHC	ND	10.0	µg/kg	"	"	"	"	
gamma-BHC (Lindane)	ND	10.0	µg/kg	"	"	"	"	
Heptachlor	ND	10.0	µg/kg	"	"	"	"	
delta-BHC	ND	10.0	µg/kg	"	"	"	"	
Aldrin	ND	10.0	µg/kg	"	"	"	"	
Heptachlor epoxide	ND	10.0	µg/kg	"	"	"	"	
gamma-Chlordane	ND	10.0	µg/kg	"	"	"	"	
alpha-Chlordane	ND	10.0	µg/kg	"	"	"	"	
Endosulfan I	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDE	ND	10.0	µg/kg	"	"	"	"	
Dieldrin	ND	10.0	µg/kg	"	"	"	"	
Endrin	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDD	ND	10.0	µg/kg	"	"	"	"	
Endosulfan II	ND	10.0	µg/kg	"	"	"	"	
4,4'-DDT	ND	10.0	µg/kg	"	"	"	"	
Endrin aldehyde	ND	10.0	µg/kg	"	"	"	"	
Endosulfan sulfate	ND	10.0	µg/kg	"	"	"	"	
Methoxychlor	ND	20.0	µg/kg	"	"	"	"	
Endrin ketone	ND	10.0	µg/kg	"	"	"	"	
Toxaphene	ND	20.0	µg/kg	"	"	"	"	
Surrogate: TCMX	*85.18 %*	*30 - 135*						
Surrogate: Decachlorobiphenyl	*76.97 %*	*30 - 135*						

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 6010B Arsenic by ICP-OES by EPA 6010 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2511466 - EPA 6010										
CCV 1										
Arsenic, As	1.0	5.0	%	1		99	90 - 110		110	
LCS 1										
Arsenic, As	174	5.0	%	200		87	80 - 120			
LCSD 1										
Arsenic, As	174	5.0	%	200		87	80 - 120	0.17	120	
Method Blank 1										
Arsenic, As	ND	5.0	mg/kg							

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 6010B Arsenic by ICP-OES by EPA 6010 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2512038 - EPA 6010										
CCV 1										
Arsenic, As	1.0	5.0	%	1		100	90 - 110		110	
LCS 1										
Arsenic, As	171	5.0	%	200		85	80 - 120			
LCSD 1										
Arsenic, As	172	5.0	%	200		86	80 - 120	0.60	120	
Method Blank 1										
Arsenic, As	ND	5.0	mg/kg							

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735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2512017 - EPA 8081										
CCV 1										
alpha-BHC	113	10.0	%	100		113	80 - 120		120	
Heptachlor	117	10.0	%	100		117	80 - 120		120	
Aldrin	117	10.0	%	100		117	80 - 120		120	
Heptachlor epoxide	114	10.0	%	100		114	80 - 120		120	
gamma-Chlordane	110	10.0	%	100		110	80 - 120		120	
Endosulfan I	114	10.0	%	100		114	80 - 120		120	
4,4'-DDE	107	10.0	%	100		107	80 - 120		120	
Dieldrin	112	10.0	%	100		112	80 - 120		120	
Endrin	105	10.0	%	100		105	80 - 120		120	
4,4'-DDD	111	10.0	%	100		111	80 - 120		120	
Endosulfan II	105	10.0	%	100		105	80 - 120		120	
4,4'-DDT	111	10.0	%	100		111	80 - 120		120	
Endrin ketone	111	10.0	%	100		111	80 - 120		120	
LCS 1										
alpha-BHC	102	10.0	%	100		102	60 - 140			
Heptachlor	119	10.0	%	100		119	60 - 140			
Aldrin	108	10.0	%	100		108	60 - 140			
Heptachlor epoxide	108	10.0	%	100		108	60 - 140			
gamma-Chlordane	101	10.0	%	100		101	60 - 140			
Endosulfan I	108	10.0	%	100		108	60 - 140			
4,4'-DDE	101	10.0	%	100		101	60 - 140			
Dieldrin	104	10.0	%	100		104	60 - 140			
Endrin	97.2	10.0	%	100		97	60 - 140			
4,4'-DDD	104	10.0	%	100		104	60 - 140			
Endosulfan II	106	10.0	%	100		106	60 - 140			
4,4'-DDT	108	10.0	%	100		108	60 - 140			
Endrin ketone	105	10.0	%	100		105	60 - 140			
Surrogate: TCMX		*112.19 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*119.51 %*	*30 - 135*							
LCSD 1										
alpha-BHC	105	10.0	%	100		105	60 - 140	3.23	140	
Heptachlor	121	10.0	%	100		121	60 - 140	1.64	140	
Aldrin	111	10.0	%	100		111	60 - 140	3.60	140	
Heptachlor epoxide	111	10.0	%	100		111	60 - 140	3.46	140	
gamma-Chlordane	104	10.0	%	100		104	60 - 140	2.46	140	

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San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2512017 - EPA 8081										
LCSD 1										
Endosulfan I	109	10.0	%	100		109	60 - 140	0.60	140	
4,4'-DDE	104	10.0	%	100		104	60 - 140	3.48	140	
Dieldrin	107	10.0	%	100		107	60 - 140	2.88	140	
Endrin	103	10.0	%	100		103	60 - 140	5.57	140	
4,4'-DDD	105	10.0	%	100		105	60 - 140	0.48	140	
Endosulfan II	109	10.0	%	100		109	60 - 140	3.43	140	
4,4'-DDT	109	10.0	%	100		109	60 - 140	1.48	140	
Endrin ketone	109	10.0	%	100		109	60 - 140	3.94	140	
Surrogate: TCMX		*115.36 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*123.20 %*	*30 - 135*							
Method Blank 1										
alpha-BHC	ND	10.0	µg/kg							
beta-BHC	ND	10.0	µg/kg							
gamma-BHC (Lindane)	ND	10.0	µg/kg							
Heptachlor	ND	10.0	µg/kg							
delta-BHC	ND	10.0	µg/kg							
Aldrin	ND	10.0	µg/kg							
Heptachlor epoxide	ND	10.0	µg/kg							
gamma-Chlordane	ND	10.0	µg/kg							
alpha-Chlordane	ND	10.0	µg/kg							
Endosulfan I	ND	10.0	µg/kg							
4,4'-DDE	ND	10.0	µg/kg							
Dieldrin	ND	10.0	µg/kg							
Endrin	ND	10.0	µg/kg							
4,4'-DDD	ND	10.0	µg/kg							
Endosulfan II	ND	10.0	µg/kg							
4,4'-DDT	ND	10.0	µg/kg							
Endrin aldehyde	ND	10.0	µg/kg							
Endosulfan sulfate	ND	10.0	µg/kg							
Methoxychlor	ND	20.0	µg/kg							
Endrin ketone	ND	10.0	µg/kg							
Toxaphene	ND	20.0	µg/kg							
Surrogate: TCMX		*106.41 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*113.95 %*	*30 - 135*							

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San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2512018 - EPA 8081										
CCV 1										
alpha-BHC	112	10.0	%	100		112	80 - 120		120	
Heptachlor	111	10.0	%	100		111	80 - 120		120	
Aldrin	117	10.0	%	100		117	80 - 120		120	
Heptachlor epoxide	115	10.0	%	100		115	80 - 120		120	
gamma-Chlordane	112	10.0	%	100		112	80 - 120		120	
Endosulfan I	112	10.0	%	100		112	80 - 120		120	
4,4'-DDE	109	10.0	%	100		109	80 - 120		120	
Dieldrin	113	10.0	%	100		113	80 - 120		120	
Endrin	105	10.0	%	100		105	80 - 120		120	
4,4'-DDD	113	10.0	%	100		113	80 - 120		120	
Endosulfan II	104	10.0	%	100		104	80 - 120		120	
4,4'-DDT	111	10.0	%	100		111	80 - 120		120	
Endrin ketone	112	10.0	%	100		112	80 - 120		120	
LCS 1										
alpha-BHC	92.1	10.0	%	100		92	60 - 140			
Heptachlor	108	10.0	%	100		108	60 - 140			
Aldrin	92.7	10.0	%	100		93	60 - 140			
Heptachlor epoxide	97.4	10.0	%	100		97	60 - 140			
gamma-Chlordane	91.6	10.0	%	100		92	60 - 140			
Endosulfan I	97.9	10.0	%	100		98	60 - 140			
4,4'-DDE	91.0	10.0	%	100		91	60 - 140			
Dieldrin	94.1	10.0	%	100		94	60 - 140			
Endrin	105	10.0	%	100		105	60 - 140			
4,4'-DDD	93.8	10.0	%	100		94	60 - 140			
Endosulfan II	95.0	10.0	%	100		95	60 - 140			
4,4'-DDT	95.2	10.0	%	100		95	60 - 140			
Endrin ketone	94.7	10.0	%	100		95	60 - 140			
Surrogate: TCMX		*108.60 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*115.66 %*	*30 - 135*							
LCSD 1										
alpha-BHC	90.4	10.0	%	100		90	60 - 140	1.86	140	
Heptachlor	107	10.0	%	100		107	60 - 140	0.85	140	
Aldrin	91.4	10.0	%	100		91	60 - 140	1.40	140	
Heptachlor epoxide	97.0	10.0	%	100		97	60 - 140	0.36	140	
gamma-Chlordane	90.3	10.0	%	100		90	60 - 140	1.47	140	

Jones Environmental, Inc.

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Colby Wakeman
Lab Director

JONES ENVIRONMENTAL, INC.

11007 FOREST PLACE
SANTA FE SPRINGS, CA 90670
714-449-9937 PHONE
562-646-1611 FAX

Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2512018 - EPA 8081										
LCSD 1										
Endosulfan I	97.5	10.0	%	100		97	60 - 140	0.44	140	
4,4'-DDE	89.3	10.0	%	100		89	60 - 140	1.90	140	
Dieldrin	93.0	10.0	%	100		93	60 - 140	1.14	140	
Endrin	103	10.0	%	100		103	60 - 140	2.22	140	
4,4'-DDD	93.1	10.0	%	100		93	60 - 140	0.77	140	
Endosulfan II	95.6	10.0	%	100		96	60 - 140	0.60	140	
4,4'-DDT	94.9	10.0	%	100		95	60 - 140	0.31	140	
Endrin ketone	95.6	10.0	%	100		96	60 - 140	0.88	140	
Surrogate: TCMX		*99.20 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*108.09 %*	*30 - 135*							
Method Blank 1										
alpha-BHC	ND	10.0	µg/kg							
beta-BHC	ND	10.0	µg/kg							
gamma-BHC (Lindane)	ND	10.0	µg/kg							
Heptachlor	ND	10.0	µg/kg							
delta-BHC	ND	10.0	µg/kg							
Aldrin	ND	10.0	µg/kg							
Heptachlor epoxide	ND	10.0	µg/kg							
gamma-Chlordane	ND	10.0	µg/kg							
alpha-Chlordane	ND	10.0	µg/kg							
Endosulfan I	ND	10.0	µg/kg							
4,4'-DDE	ND	10.0	µg/kg							
Dieldrin	ND	10.0	µg/kg							
Endrin	ND	10.0	µg/kg							
4,4'-DDD	ND	10.0	µg/kg							
Endosulfan II	ND	10.0	µg/kg							
4,4'-DDT	ND	10.0	µg/kg							
Endrin aldehyde	ND	10.0	µg/kg							
Endosulfan sulfate	ND	10.0	µg/kg							
Methoxychlor	ND	20.0	µg/kg							
Endrin ketone	ND	10.0	µg/kg							
Toxaphene	ND	20.0	µg/kg							
Surrogate: TCMX		*97.08 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*103.08 %*	*30 - 135*							

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2512054 - EPA 8081										
CCV 1										
alpha-BHC	97.5	10.0	%	100		97	80 - 120		120	
Heptachlor	104	10.0	%	100		104	80 - 120		120	
Aldrin	101	10.0	%	100		101	80 - 120		120	
Heptachlor epoxide	101	10.0	%	100		101	80 - 120		120	
gamma-Chlordane	99.6	10.0	%	100		100	80 - 120		120	
Endosulfan I	102	10.0	%	100		102	80 - 120		120	
4,4'-DDE	99.0	10.0	%	100		99	80 - 120		120	
Dieldrin	99.4	10.0	%	100		99	80 - 120		120	
Endrin	98.3	10.0	%	100		98	80 - 120		120	
4,4'-DDD	97.5	10.0	%	100		97	80 - 120		120	
Endosulfan II	96.6	10.0	%	100		97	80 - 120		120	
4,4'-DDT	96.2	10.0	%	100		96	80 - 120		120	
Endrin ketone	97.8	10.0	%	100		98	80 - 120		120	
LCS 1										
alpha-BHC	80.3	10.0	%	100		80	60 - 140			
Heptachlor	88.3	10.0	%	100		88	60 - 140			
Aldrin	85.0	10.0	%	100		85	60 - 140			
Heptachlor epoxide	86.8	10.0	%	100		87	60 - 140			
gamma-Chlordane	83.0	10.0	%	100		83	60 - 140			
Endosulfan I	89.1	10.0	%	100		89	60 - 140			
4,4'-DDE	83.2	10.0	%	100		83	60 - 140			
Dieldrin	83.4	10.0	%	100		83	60 - 140			
Endrin	76.6	10.0	%	100		77	60 - 140			
4,4'-DDD	81.5	10.0	%	100		81	60 - 140			
Endosulfan II	84.2	10.0	%	100		84	60 - 140			
4,4'-DDT	79.4	10.0	%	100		79	60 - 140			
Endrin ketone	87.2	10.0	%	100		87	60 - 140			
Surrogate: TCMX		*96.62 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*95.05 %*	*30 - 135*							
LCSD 1										
alpha-BHC	75.1	10.0	%	100		75	60 - 140	6.75	140	
Heptachlor	83.8	10.0	%	100		84	60 - 140	5.27	140	
Aldrin	73.1	10.0	%	100		73	60 - 140	15.07	140	
Heptachlor epoxide	82.4	10.0	%	100		82	60 - 140	5.22	140	
gamma-Chlordane	78.2	10.0	%	100		78	60 - 140	5.88	140	

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

EPA 8081A Organochlorinated Pesticides (OCPs) by GC-ECD by EPA 8081 - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	%REC Limits	Notes
Batch QC2512054 - EPA 8081										
LCSD 1										
Endosulfan I	84.4	10.0	%	100		84	60 - 140	5.41	140	
4,4'-DDE	77.6	10.0	%	100		78	60 - 140	6.98	140	
Dieldrin	79.2	10.0	%	100		79	60 - 140	5.18	140	
Endrin	75.4	10.0	%	100		75	60 - 140	1.57	140	
4,4'-DDD	80.3	10.0	%	100		80	60 - 140	1.52	140	
Endosulfan II	83.0	10.0	%	100		83	60 - 140	1.45	140	
4,4'-DDT	77.9	10.0	%	100		78	60 - 140	1.83	140	
Endrin ketone	84.0	10.0	%	100		84	60 - 140	3.80	140	
Surrogate: TCMX		*86.46 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*90.57 %*	*30 - 135*							
Method Blank 1										
alpha-BHC	ND	10.0	µg/kg							
beta-BHC	ND	10.0	µg/kg							
gamma-BHC (Lindane)	ND	10.0	µg/kg							
Heptachlor	ND	10.0	µg/kg							
delta-BHC	ND	10.0	µg/kg							
Aldrin	ND	10.0	µg/kg							
Heptachlor epoxide	ND	10.0	µg/kg							
gamma-Chlordane	ND	10.0	µg/kg							
alpha-Chlordane	ND	10.0	µg/kg							
Endosulfan I	ND	10.0	µg/kg							
4,4'-DDE	ND	10.0	µg/kg							
Dieldrin	ND	10.0	µg/kg							
Endrin	ND	10.0	µg/kg							
4,4'-DDD	ND	10.0	µg/kg							
Endosulfan II	ND	10.0	µg/kg							
4,4'-DDT	ND	10.0	µg/kg							
Endrin aldehyde	ND	10.0	µg/kg							
Endosulfan sulfate	ND	10.0	µg/kg							
Methoxychlor	ND	20.0	µg/kg							
Endrin ketone	ND	10.0	µg/kg							
Toxaphene	ND	20.0	µg/kg							
Surrogate: TCMX		*96.47 %*	*30 - 135*							
Surrogate: Decachlorobiphenyl		*96.14 %*	*30 - 135*							

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Colby Wakeman
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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

Notes and Definitions

ND	Analyte NOT DETECTED at or above the reporting limit
RPD	Relative Percent Difference
E	Estimated Concentration; concentration exceeds calibration range.
LCC	Leak Check Compound
MDL	Compound Reported to Method Detection Limit
1	Recovery outside of acceptable limits. LCS/LCSD recoveries and %RSD were within QC limits, therefore data was accepted.
SMSR	Sample matrix prevented adequate surrogate recovery.
J	Value less then PQL but greater than MDL.
HHSR	High hydrocarbon concentration in this sample prevented adequate surrogate recovery.
SMTAR	Sample matrix prevented adequate recovery of target analytes.
OV	Sample was filtered in the lab before extraction.
HHTAR	High hydrocarbon concentration prevented in-range recovery of target analytes.
IHRPD	Target analyte recoveries were outside of range but accepted due to passing RPDs
AROL	Target analyte recovery exceeded recovery range but was accepted due to ND of that analyte in MB and sample(s).
ISO-H	Isomers could not be sufficiently chromatographically resolved according to method requirements due to hydrocarbon interference or other matrix effects. The isomers' reported individual concentrations were each calculated as the average of each of the individual isomers' concentrations.
2	Recovery outside of acceptable limits for either LCS or LCSD. CCV and LCS or LCSD recoveries were within limits; therefore data was accepted.
3	RPD outside of acceptable limits. Target analyte recoveries were within QC limits; therefore, data was accepted.
4	LCS and/or LCSD recoveries exceeded acceptability ranges. Target analyte recoveries were accepted due to passing CCV, in-range LCS/LCSD RPDs, and a clean MB in which all target analytes were < RL.
5	MS and/or MSD recoveries exceeded acceptability ranges. Target analyte recoveries were accepted due to passing CCV, in-range LCS/LCSD RPDs, and a clean MB in which all target analytes were < RL.
SMTAR	Sample matrix prevented adequate recovery of target analytes.
RV	Surrogate recovery outside of control limits due to required dilution.
ASP	Hydrocarbons in this sample most closely resemble asphalt.
@	Surrogate is outside acceptable limits. All other QC parameters in control, therefore data was accepted.
S	Sample was subjected to elemental sulfur cleanup by EPA 3660B.
TIC	Tentatively Identified Compound. Compound is not in the calibration mix and does not have a valid calibration. All reported detections are estimated.

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Stantec Consulting	Project:	Chacon Farms	
735 EastCarnegie Drive, Suite 280	Project Number:	185807160	Reported
San Bernardino, CA 92408	Project Manager:	Jim DeWoody	12/02/25 15:01

TH1	This sample was analyzed outside the recommended EPA holding time.
YP	Associated CCV outside of control limits low.
IB	CCV recovery above limit; analyte not detected
LO	MS and/or MSD result unavailable. Batch accept. based on LCS rec.
YQ	Associated CCV outside of control limits high.
GN	Surrogate recovery is outside of control limits
LG	Surrogate recovery below the acceptance limits.
LH	Surrogate recovery above the acceptance limits.
AZ	Surr. recovery outside of acceptance limits due to matrix interf.
HN	Low concentration matrix spike recovery out of limits
HO	High concentration matrix spike recovery out of limits
M	A matrix effect is present.
LR	LCS recovery below method control limits.
TW	LCS recovery exceeds control limit.

Jones Environmental, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Colby Wakeman
Lab Director

Stantec

CHAIN OF CUSTODY

Laboratory Project Number:
j'.2511-76

Page1 of '3

Client Name/Address:

Stantec Consulting Services Inc.
735 E. Carnegie Drive, Suite 280
San Bernardino, CA 92408

Project Manager:
Jim Dewoody

E-Mail Address:
james.dewoody@stantec.com

'\

Analysis Required

Turn Around Time:
Normal X
72 Hour:
48 Hour

909-335-6116
Laboratory:

Sa_Ampler'**NNag:I**

24 Hour
Same Day:

Jones Environmental
10260 Matern Place
Santa Fe Springs, CA 90670
714-449-9937

Stantec Project Number:
185807160

Project Name:
Chacon Farms

Other:

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Sample Description/Identification	Sample Matrix	Preservative (see below)	# of Cont.	Sample Date	Sample Time				Special Instructions
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Sample Preservative: I=ICE - 2=HCl - 3=H_2S0_4 - 4=$HN0_3$ - 5=NaOH - 6=0ther:

Special Instructions: Contact PM for additional follow-on analysis. Prelims to PM when available.

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Time

3 4 of 41

Stantec

CHAIN OF CUSTODY

Laboratory Project Number:
j254:1·J6

Page 2. of ;

Client Name/Address:

Stantec Consulting Services Inc.
735 E. Carnegie Drive, Suite 280
San Bernardino, CA 92408
909-335-6116

Laboratory:

Jones Environmental
10260 Matern Place
Santa Fe Springs, CA 90670

714-449-9937

Project Manager:
Jim Dewoody

E-Mail Address:
james.dewoody@stantec.com

SarJ/;?L

Stantec Project Number:
185807160

Project Name:
Chacon Farms

Analysis Required

Turn Around Time:
Normal X
72 Hour:
48 Hour
24 Hour
Same Day:
Other:

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Sample Description/Identification	Sample Matrix	Preservative (see below)	# of Cont.	Sample Date	Sample Time	Special Instructions
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Stantec

CHAIN OF CUSTODY

Laboratory Project Number:
j254:1·J6

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✓ -v 11.0

Sample Preservative: 1=ICE - 2=HCl - 3=H_2SO_4 - 4=HNO_3 - 5=NaOH - 6=Other:

Special Instructions: Contact PM for additional follow-on analysis. Prelims to PM when available.

Relinquished By: □

Mitchell 8□_/□

Date Time

Received By+ Company Name:

Date Time

Relinquished By+ Company Name:

Date Time

Received By +ympany Name:

Date Time

3-5 of 41

Stantec

CHAIN OF CUSTODY

Laboratory Project Number: j'.254478

Page □ of 3

Client Name/Address:

Project Manager: '\

Analysis Required

Turn Around Time:

Stantec Consulting Services Inc.
735 E. Carnegie Drive, Suite 280
San Bernardino, CA 92408
909-33S-6116

Jim Dewoody

E-Mail Address:
james.dewoody@stantec.com

Sampler Name:

Laboratory:
Jones Environmental
10260 Matern Place
Santa Fe Springs, CA 90670
714-449-9937

Stantec Project Number:
185807160

Project Name:
Chacon Farms

Normal X
72 Hour:
48 Hour
24 Hour
Same Day:
Other:

t,ample Temp °C: □ -□

Sample Description/Identification	Sample Matrix	Preservative (see below)	# of Cont.	Sample Date	Sample Time
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Special Instructions

Sample Preservative: 1-ICE - 2=HCI - 3-H_2S0_4 - 4-$HN0_3$ - 5-NaOH - **6-Other:**

Special Instructions: **Contact PM for additional follow-on analysis. Prelims to PM when available.**

Stantec

CHAIN OF CUSTODY

Laboratory Project Number: j'.254478

Relinquished s✓ Mitchel	r¾/21h: Time/ 01-	Received by: Company Name:	Date'	licne 1..3 "2-
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Login Report

Customer Name: Stantec Consulting
Purchase Order:
Project ID: Chacon Farms
Comment:

Order ID: J254478
Order Date: 11/21/2025

Sample #: J254478-001 **Customer Sample #:** A1-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25	9:06 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25	4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-002 **Customer Sample #:** A2-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25	7:53 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25	4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Customer Name: Stantec Consulting **Order ID:** J254478

Purchase Order: **Order Date:** 11/21/2025

Project ID: Chacon Farms

Comment:

Sample #: J254478-003 **Customer Sample #:** A3-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 7:49 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-007 **Customer Sample #:** B1-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 12:00 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-008 **Customer Sample #:** B2-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 7:58 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-009 **Customer Sample #:** B3-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 7:44 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-013 **Customer Sample #:** C1-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 9:16 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	

Customer Name: Stantec Consulting **Order ID:** J254478

Purchase Order: **Order Date:** 11/21/2025

Project ID: Chacon Farms

Comment:

OCPs	EPA 8081	12/3/2025

Sample #: J254478-014 **Customer Sample #:** C2-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 8:02 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-015 **Customer Sample #:** C3-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 7:36 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-019 **Customer Sample #:** D1-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 9:21 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-020 **Customer Sample #:** D2-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 8:26 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Customer Name: Stantec Consulting **Order ID:** J254478

Purchase Order: **Order Date:** 11/21/2025

Project ID: Chacon Farms

Comment:

Sample #: J254478-021 **Customer Sample #:** D3-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 7:30 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-025 **Customer Sample #:** E1-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 9:26 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-026 **Customer Sample #:** E2-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 8:32 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-027 **Customer Sample #:** E3-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 7:20 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-031 **Customer Sample #:** F1-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 9:32 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	

Customer Name: Stantec Consulting **Order ID:** J254478

Purchase Order: **Order Date:** 11/21/2025

Project ID: Chacon Farms

Comment:

OCPs	EPA 8081	12/3/2025

Sample #: J254478-032 **Customer Sample #:** F2-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 8:37 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

Sample #: J254478-033 **Customer Sample #:** F3-0.5 **Site:**

Recv'd:	☑	**Collector:**		**Date Collected:**	11/20/25 7:21 AM
Quantity:	1	**Matrix:**	Soil	**Date Received:**	11/21/25 4:19 PM

Comment:

Test	Test Group	Method	Due Date	Priority
Arsenic, As		EPA 6010	12/3/2025	
OCPs		EPA 8081	12/3/2025	

SAMPLE CONDITION RECORD

1. Are the samples within correct temperature criteria? (0 - 6°C)	No
2. If not within temp. criteria, were samples received on ice?	Yes
3. If not within temp. criteria, were samples received on same day of sampling?	No
4. Is the Chain of Custody (COC) received filled out completely?	Yes
5. Does the total number of containers received match COC?	Yes
6. Are the sample container label(s) consistent with COC?	Yes
7. Are the sample container(s) intact and in good condition?	Yes
8. Were the proper containers & sufficient volume for analyses requested on COC?	Yes
9. Was the proper preservative indicated on COC/container for analyses requested?	Yes
10. Are the containers for volatile analysis free of headspace? (EPA 8260 water)	N/A
EDF Requested	No

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Oakland, CA 94612
www.lozeaudrury.com
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LETTER D

Via Email

March 24, 2026

Michelle Peterson, Chair
Patricia Scott, Vice-Chair
John Gagnepain, Second Vice-Chair
Corinne Award, Commissioner
Taurus Jones, Commissioner
Planning Commission
City of San Jacinrto
625 S. Pico Avenue
San Jacinto, CA 92583
comments@sanjacintoca.gov

Yaneli, Hernandez, Senior Planner
Community Development Department
City of San Jacinto
595 South San Jacinto Avenue
San Jacinto, CA 92583
yhernandez@sanjacintoca.gov

Re: Comment on Mitigated Negative Declaration, Chacon Farms Project (SCH 2025101241), March 24, 2026, Planning Commission Agenda Item 5.1

Dear Chair Peterson, Vice Chair Scott, Honorable Commissioners and Planner Hernandez:

This comment is submitted on behalf of Supporters Alliance For Environmental Responsibility ("SAFER") regarding the Initial Study and Mitigated Negative Declaration ("IS/MND") prepared for the Chacon Farms Project (SCH 2025101241), which proposes the development of master-planned residential development consisting of 419 dwelling units as well as the construction of onsite roadways, a detention basin, parks, and on-site landscaping on 73.97-net acres, located at 710 Cawston Avenue North (APNs 432-260-009, 432-260-026, and 432-260-027) in the City of San Jacinto ("Project"). **D-1**

SAFER is concerned that the IS/MND is improper under the California Environmental Quality Act due to the IS/MND's failure to adequately assess the Project's potentially significant environmental impacts. SAFER requests that an environmental impact report (EIR) be prepared for the Project rather than an MND because there is a fair argument that the Project may have adverse environmental impacts. An EIR will ensure that potentially significant impacts of this Project are fully disclosed, analyzed, and mitigated. **D-2**

March 24, 2026
Comment on Mitigated Negative Declaration, Chacon Farms Project (SCH 2025101241),
March 24, 2026, Planning Commission Agenda Item 5.1
Page 2 of 2

SAFER reserves the right to supplement this comment throughout the administrative process. *Galante Vineyards v. Monterey Peninsula Water Management Dist.*, 60 Cal. App. 4th 1109, 1121 (1997).

Sincerely,

Richard Drury
Lozeau Drury LLP

Responses To Letter D

Supporters Alliance For Environmental Responsibility (SAFER) – Lozeau Drury LLP, March 24, 2026

Comment D-1:

The commenter identifies the project and states that the comment is submitted on behalf of Supporters Alliance For Environmental Responsibility (SAFER) regarding the Initial Study and Mitigated Negative Declaration prepared for the Chacon Farms Project.

Response D-1:

The City acknowledges the comment. The letter was received on March 24, 2026, after the close of the 30-day public review period for the Draft IS/MND, which extended from October 28, 2025 through November 27, 2025. Although CEQA does not require a written response to comments on a Mitigated Negative Declaration, and does not require consideration of late comments, the City has elected to respond as a matter of good public policy and transparency.

Comment D-2:

The commenter asserts that the IS/MND is improper under CEQA due to its alleged failure to adequately assess the Project's potentially significant environmental impacts, requests preparation of an environmental impact report (EIR) on the basis that a fair argument exists that the Project may have adverse environmental impacts, and reserves the right to supplement the comment throughout the administrative process.

Response D-2:

Under CEQA, an EIR is required only where substantial evidence in the record supports a fair argument that a project may have a significant effect on the environment. (Pub. Resources Code, § 21080(d); CEQA Guidelines, § 15064(f)(1).) Substantial evidence consists of facts, reasonable assumptions predicated on facts, and expert opinion supported by facts; it does not include argument, speculation, or unsubstantiated opinion. (Pub. Resources Code, § 21080(e); CEQA Guidelines, § 15384.) The comment letter identifies no specific impact, technical deficiency, or evidence in support of its request for an EIR, and therefore does not provide substantial evidence supporting a fair argument under CEQA.

The Draft IS/MND analyzed each environmental issue area required by Appendix G of the CEQA Guidelines, supported by Project-specific technical studies and, as discussed in the responses to Letters A and B, by a supplemental Phase II Environmental Site Assessment and a California LESA Model analysis included as appendices to this Final IS/MND. The commenter's reservation of rights is noted; any supplemental comments timely submitted will be made part of the administrative record.

Finding:

The comments do not identify a new significant environmental impact, a substantial increase in the severity of a previously identified impact, or the need for new or considerably different mitigation measures. Accordingly, recirculation under CEQA Guidelines section 15073.5 is not required, and preparation of an EIR is not warranted.

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Public Comment: **LETTER E** April 7, 2026

Letter of comment for San Jacinto City Council Members regarding the new housing development Chacon Farms Project in San Jacinto, CA.

We have some concerns about the safety of the roads near the Chacon Farms Project, namely Cawston Ave North between Esplane and 7th, and 7th Street between Cawston and Sanderson. The concerns we have are for the safety of both pedestrians and vehicles alike. In our San Jacinto Valley, homes typically have several cars each, so adding 419 homes becomes thousands of cars. Based on the 11th Edition ITEManual Analysis, the Chacon Farms Project is projected to generate roughly 3,952 daily vehicle trips. Having reduced the number of entrance/exits in the project from 3 down to 2 will greatly increase the impact on both Cawston Ave N and 7th Street. **E-1**

Our property is located along Cawston and 7th streets, so we will share the roads with this new development. We have yet to be made aware of what - if any - actual improvements to these streets will be. At the planning commission meeting on March 24, 2026, there were no specific/complete plans available for road improvements. **E-2**

Currently, Cawston Ave N is a narrow street with a temporary sidewalk on the West side and no turning lanes or shoulders for either lane, making it difficult and sometimes dangerous for vehicles to turn into and out of the driveways. This is a "bottleneck" of sorts, as Cawston Ave North of 7th and South of Esplanade is improved with sidewalks, turning lanes and shoulders, appropriate for the homes and schools in the area. **E-3**

7th Street between Sanderson and Cawston is currently improved on the Westbound lane with sidewalks and turning lanes into housing projects. However, the Eastbound lane is narrow and has no turn lanes or shoulders, which makes it difficult and dangerous for vehicles to turn into and out of the driveways. **E-4**

Talley Meadows Layups and Retirement, our busy working horse ranch for the past 10 years, has several gated entrances along Cawston and 7th streets. While we understand the need for development in our community, we feel it is imperative to widen and improve Cawston Ave between Esplanade and 7th, and 7th street between Cawston and Sanderson for the safety and wellbeing of school children, families and those traveling in vehicles. **E-5**

Thank you for your thoughtful consideration of our concerns,

Joe and Christy Talley

Responses To Letter E

Joe and Christy Talley – Talley Meadows Layups and Retirement, April 7, 2026

Comment E-1:

The commenters express concern about pedestrian and vehicular safety on Cawston Avenue North between Esplanade and 7th Street, and on 7th Street between Cawston and Sanderson, in connection with the addition of 419 homes and the Project's projected generation of approximately 3,952 daily vehicle trips (11th Edition ITE Manual Analysis). The commenters note that the reduction of project entrance/exits from three to two will concentrate traffic impact on Cawston Avenue North and 7th Street.

Response E-1:

The City acknowledges the commenters' safety concerns and the Project's projected trip generation. The Transportation Impact Analysis prepared for the Project (appended to the Draft IS/MND) evaluates the Project's projected trip generation, the operational performance of study intersections and roadway segments under existing, opening-year, and cumulative conditions, and the adequacy of Project access. The analysis confirms that, with implementation of the required off-site improvements identified in the Conditions of Approval, all study intersections and roadway segments will operate at acceptable levels of service consistent with City standards, and the consolidation of Project access points does not create a new or substantially more severe traffic safety hazard than the conditions analyzed in the Draft IS/MND. The Draft IS/MND analysis of transportation impacts (Section 4.17) is supported by substantial evidence.

Comment E-2:

The commenters state that they have not been made aware of what, if any, actual improvements to Cawston Avenue and 7th Street will be required, and that at the Planning Commission meeting on March 24, 2026, there were no specific or complete plans available for road improvements.

Response E-2:

The City respectfully clarifies the nature of the entitlement-stage record. The Tentative Tract Map No. 39076 reviewed by the Planning Commission on March 24, 2026 included street cross-sections and frontage exhibits for Cawston Avenue, 7th Street, and Esplanade Avenue. The Draft IS/MND described the required off-site frontage improvements in narrative form, and the Transportation Impact Analysis appended to the Draft IS/MND analyzed the trip generation, intersection operations, and roadway conditions associated with the Project. Together, these constitute the level of project definition required for CEQA review and for the entitlement decisions before the Planning Commission. Construction-level improvement plans (signing and striping plans, structural sections, joint details, and similar) are submitted to and approved by the City Engineer at a later stage of the development process — specifically, prior to recordation of the Final Map (Conditions of Approval Nos. 13 and 24) — and are not required at the entitlement stage.

Importantly, the Conditions of Approval adopted by the Planning Commission establish the off-site frontage improvements as binding requirements of Project approval, as set forth in Response E-3 below.

Comment E-3:

The commenters state that Cawston Avenue North is currently a narrow street with a temporary sidewalk on the west side and no turning lanes or shoulders, making it difficult and sometimes dangerous for vehicles to turn into and out of driveways. The commenters describe this as a "bottleneck," given that Cawston Avenue north of 7th Street and south of Esplanade is improved with sidewalks, turning lanes, and shoulders.

Response E-3:

The City acknowledges the existing condition of Cawston Avenue along the Project's easterly frontage. The Conditions of Approval adopted by the Planning Commission on March 24, 2026 require the developer to construct the following frontage improvements along Cawston Avenue prior to issuance of the Phase 1 Certificate of Occupancy — i.e., before any resident may occupy a home in the Project:

- Dedication of an additional 20 feet of right-of-way to provide a 50-foot wide halfwidth right-of-way consistent with the City's Major roadway classification (Condition of Approval No. 9);
- Asphalt paving (Traffic Index 9.0, PG 70-10);
- 8-inch curb and gutter located 32 feet west of centerline;
- A Class II Buffered Bike Lane consistent with the City of San Jacinto Trails Master Plan;
- An 18-foot wide parkway with landscaping;
- A 6-foot wide concrete sidewalk; and
- Streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards (Condition of Approval No. 86).

These improvements will widen and improve Cawston Avenue along the Project's frontage to the City's Major roadway standard, replacing the existing narrow cross-section with a permanent improved sidewalk, dedicated bike facility, landscaped parkway, curb and gutter, and a wider travel section that accommodates the addition of a Project-side travel lane. The improvements directly address the bottleneck condition identified by the commenters and bring the Cawston Avenue frontage into conformance with the improved sections of Cawston Avenue north of 7th Street and south of Esplanade Avenue. In addition, Condition of Approval No. 115 requires installation of a traffic signal at the intersection of Cawston Avenue and Cottonwood Avenue, and Conditions Nos. 79 and 108 require payment of the City's Traffic Signal Mitigation Fees and the Transportation Uniform Mitigation Fee (TUMF), which fund area-wide circulation improvements.

Comment E-4:

The commenters state that 7th Street between Cawston and Sanderson is currently improved

on the westbound lane with sidewalks and turning lanes, but that the eastbound lane is narrow and has no turn lanes or shoulders, making it difficult and dangerous for vehicles to turn into and out of driveways.

Response E-4:

The City acknowledges the existing condition of 7th Street along the Project's northerly frontage. The Conditions of Approval adopted by the Planning Commission require the developer to construct the following frontage improvements along 7th Street prior to issuance of the Phase 1 Certificate of Occupancy:

- Dedication of an additional 20 feet of right-of-way to provide a 50-foot wide halfwidth right-of-way consistent with the City's Major roadway classification (Condition of Approval No. 8);
- Asphalt paving (Traffic Index 9.0, PG 70-10);
- 8-inch curb and gutter located 32 feet south of centerline;
- A Class II Buffered Bike Lane consistent with the City of San Jacinto Trails Master Plan;
- An 18-foot wide parkway with landscaping;
- A 6-foot wide concrete sidewalk; and
- Streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards (Condition of Approval No. 85).

These improvements will widen and improve the eastbound (south) side of 7th Street along the Project's frontage to the City's Major roadway standard, addressing the asymmetry between the existing improved westbound side and the unimproved eastbound side that the commenters identify. The Project's frontage along 7th Street extends from the northwest corner of the property at Cawston Avenue westward; improvements to segments of 7th Street beyond the Project's frontage are the responsibility of the City and adjoining property owners through future Capital Improvement Program (CIP) projects and frontage improvements associated with future development, and are funded in part through the Project's required TUMF and Traffic Signal Mitigation Fee contributions.

Comment E-5:

The commenters identify Talley Meadows Layups and Retirement as a working horse ranch with several gated entrances along Cawston and 7th Streets, and state that while they understand the need for development, they feel it is imperative to widen and improve Cawston Avenue between Esplanade and 7th Street, and 7th Street between Cawston and Sanderson, for the safety and well-being of school children, families, and other travelers.

Response E-5:

The City appreciates the commenters' acknowledgement of the community's growth needs and their long-standing presence as the operators of Talley Meadows Layups and Retirement. As detailed in Responses E-3 and E-4, the widening and improvement of Cawston Avenue between Esplanade and 7th Street along the Project's frontage, and of 7th Street along the

Project's northerly frontage, are required as binding Conditions of Approval and must be completed before any resident occupies a home in the Project. In addition, the design and approval of the off-site frontage improvements through the City Engineer's review of the construction-level Street Improvement Plans (Conditions Nos. 13 and 24) will ensure that the improvements meet the City's adopted standards for pedestrian safety, vehicular operation, and access to the commenters' existing gated driveways.

Finding:

The comments raise community concerns regarding traffic and pedestrian safety along Cawston Avenue and 7th Street that are addressed through the Project's required off-site frontage improvements (Conditions of Approval Nos. 8, 9, 85, 86, 115) and through the Project's payment of City Traffic Signal Mitigation Fees and TUMF (Conditions Nos. 79, 108). The comments do not identify any new significant environmental impact, do not demonstrate that previously identified impacts would be substantially more severe than disclosed in the Draft IS/MND, and do not require the addition of new or considerably different mitigation measures. Accordingly, recirculation under CEQA Guidelines section 15073.5 is not required.

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LETTER F

April 7, 2026

To the City Council Members of San Jacinto, CA,
Public Comment Regarding Traffic Safety Concerns for the Chacon Farms Project

We, Michael and Emalee Tomoni, owners of Talley Meadows Layups and Retirement, wish to formally express our significant concerns regarding pedestrian and vehicle safety near the proposed Chacon Farms Project.

Our property is located at the intersection of Cawston Avenue and 7th Street, and we will directly share these roads with the new development. Based on the project's projected generation of approximately 3,952 daily vehicle trips (11th Edition ITE Manual Analysis), we anticipate a substantial increase in traffic volume. F-1

We have specific safety concerns regarding the current state of local infrastructure:

Reduced Access: The reduction of project entrance/exits from three to two will concentrate traffic impact on Cawston Avenue North and 7th Street. F-2

Cawston Avenue North (between Esplanade and 7th): This section is currently narrow with a temporary sidewalk on the west side and lacks turning lanes or shoulders. This creates a "bottleneck" and dangerous turning conditions, unlike the improved sections north of 7th and south of Esplanade. F-3

7th Street {between Cawston and Sanderson): The eastbound lane is narrow, with no turn lanes or shoulders, making turns into and out of driveways difficult and unsafe. F-4

Proposed Solution

We feel it is imperative that the City mandates the widening and improvement of Cawston Avenue (between Esplanade and 7th) and 7th Street (between Cawston and Sanderson) before the project's completion. These improvements are vital for the safety and well-being of local school children, families, and all travelers in the area.

We appreciate your thoughtful consideration of these critical safety concerns.

Sincerely,

Michael and Emalee Tomoni

Responses To Letter F

Michael and Emalee Tomoni – Owners, Talley Meadows Layups and Retirement, April 7, 2026

Comment F-1:

The commenters identify themselves as the owners of Talley Meadows Layups and Retirement, located at the intersection of Cawston Avenue and 7th Street, and express significant concerns regarding pedestrian and vehicular safety near the proposed Chacon Farms Project. The commenters reference the Project's projected generation of approximately 3,952 daily vehicle trips (11th Edition ITE Manual Analysis) and anticipate a substantial increase in traffic volume.

Response F-1:

The City acknowledges the commenters' safety concerns and the Project's projected trip generation. The Transportation Impact Analysis prepared for the Project (appended to the Draft IS/MND) evaluates the Project's projected trip generation, the operational performance of study intersections and roadway segments, and the adequacy of Project access. With implementation of the required off-site frontage improvements identified in the Conditions of Approval and described in Response F-3 below, all study intersections and roadway segments will operate at acceptable levels of service consistent with City standards. See also Response E-1, which addresses the same trip generation and operational analysis in greater detail.

Comment F-2:

The commenters identify a concern under the heading "Reduced Access": that the reduction of project entrance/exits from three to two will concentrate traffic impact on Cawston Avenue North and 7th Street.

Response F-2:

The Project's access configuration was analyzed in the Transportation Impact Analysis and was reflected in the Tentative Tract Map No. 39076 reviewed and approved by the Planning Commission on March 24, 2026. The consolidation of Project access points was evaluated for its effect on adjacent intersection operations and roadway segment performance, and the analysis concludes that with the required off-site frontage improvements, the access configuration provides safe and adequate ingress and egress consistent with City standards. The Project's two access points are supported by the widening and improvement of Cawston Avenue and 7th Street along the Project's frontage to the City's Major roadway standard (see Response F-3) and by the installation of a traffic signal at Cawston Avenue and Cottonwood Avenue (Condition of Approval No. 115).

Comment F-3:

The commenters identify a concern under the heading "Cawston Avenue North (between Esplanade and 7th)": that this section is currently narrow with a temporary sidewalk on the west side and lacks turning lanes or shoulders, creating a "bottleneck" and dangerous turning

conditions, unlike the improved sections north of 7th Street and south of Esplanade Avenue.

Response F-3:

The Project's easterly frontage along Cawston Avenue corresponds to the segment between 7th Street and Esplanade Avenue identified by the commenters. The Conditions of Approval adopted by the Planning Commission require the developer to construct the following frontage improvements along Cawston Avenue prior to issuance of the Phase 1 Certificate of Occupancy:

- Dedication of an additional 20 feet of right-of-way to provide a 50-foot wide halfwidth right-of-way (Condition of Approval No. 9);
- Asphalt paving (Traffic Index 9.0, PG 70-10);
- 8-inch curb and gutter located 32 feet west of centerline;
- A Class II Buffered Bike Lane consistent with the City of San Jacinto Trails Master Plan;
- An 18-foot wide parkway with landscaping;
- A 6-foot wide concrete sidewalk; and
- Streetlights (Condition of Approval No. 86).

These improvements will widen and improve the Project's Cawston Avenue frontage to the City's Major roadway standard, replacing the existing temporary sidewalk and unimproved cross-section, and bringing this segment into conformance with the improved sections of Cawston Avenue north of 7th Street and south of Esplanade Avenue. The bottleneck condition identified by the commenters is directly addressed by these required improvements. See also Response E-3.

Comment F-4:

The commenters identify a concern under the heading "7th Street (between Cawston and Sanderson)": that the eastbound lane is narrow, with no turn lanes or shoulders, making turns into and out of driveways difficult and unsafe. Under the heading "Proposed Solution," the commenters state that it is imperative the City mandates the widening and improvement of Cawston Avenue between Esplanade and 7th Street, and 7th Street between Cawston and Sanderson, before the Project's completion.

Response F-4:

The Project's northerly frontage along 7th Street corresponds to the western portion of the segment between Cawston and Sanderson identified by the commenters. The Conditions of Approval require the developer to construct the following frontage improvements along 7th Street prior to issuance of the Phase 1 Certificate of Occupancy:

- Dedication of an additional 20 feet of right-of-way to provide a 50-foot wide halfwidth right-of-way (Condition of Approval No. 8);
- Asphalt paving (Traffic Index 9.0, PG 70-10);

- 8-inch curb and gutter located 32 feet south of centerline;
- A Class II Buffered Bike Lane consistent with the City of San Jacinto Trails Master Plan;
- An 18-foot wide parkway with landscaping;
- A 6-foot wide concrete sidewalk; and
- Streetlights (Condition of Approval No. 85).

These improvements will widen and improve the eastbound (south) side of 7th Street along the Project's frontage, addressing the asymmetry between the existing improved westbound side and the unimproved eastbound side identified by the commenters. Improvements to segments of 7th Street beyond the Project's frontage are the responsibility of the City and adjoining property owners through future Capital Improvement Program (CIP) projects and frontage improvements associated with future development; the Project contributes to area-wide circulation improvements through payment of the Transportation Uniform Mitigation Fee (TUMF) and the City's Traffic Signal Mitigation Fee (Conditions of Approval Nos. 79 and 108). With respect to the commenters' proposed solution, the widening and improvement of the Project's Cawston Avenue and 7th Street frontages must be completed prior to issuance of the Phase 1 Certificate of Occupancy — that is, before any resident may occupy a home in the Project — which directly satisfies the timing the commenters request. See also Response E-4 and Response E-5.

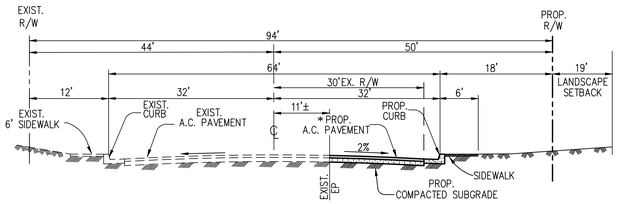
Finding:

The comments raise concerns regarding traffic and pedestrian safety along Cawston Avenue and 7th Street that are addressed through the Project's required off-site frontage improvements (Conditions of Approval Nos. 8, 9, 85, 86, 115) and through the Project's payment of City Traffic Signal Mitigation Fees and TUMF (Conditions Nos. 79, 108). The comments do not identify any new significant environmental impact, do not demonstrate that previously identified impacts would be substantially more severe than disclosed in the Draft IS/MND, and do not require the addition of new or considerably different mitigation measures. Accordingly, recirculation under CEQA Guidelines section 15073.5 is not required.

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IN THE CITY OF SAN JACINTO
TENTATIVE TRACT MAP NO. 39076

PORTION SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 WEST, S.B.M.

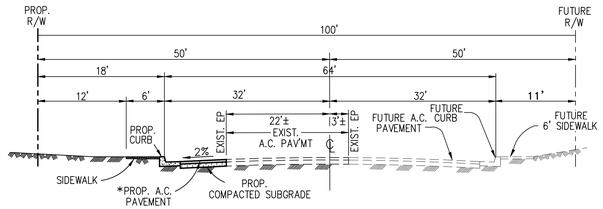


TYPICAL STREET SECTION
SEVENTH STREET - MAJOR
PUBLIC STREET

NOT TO SCALE

T.I. = 9.0

*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.

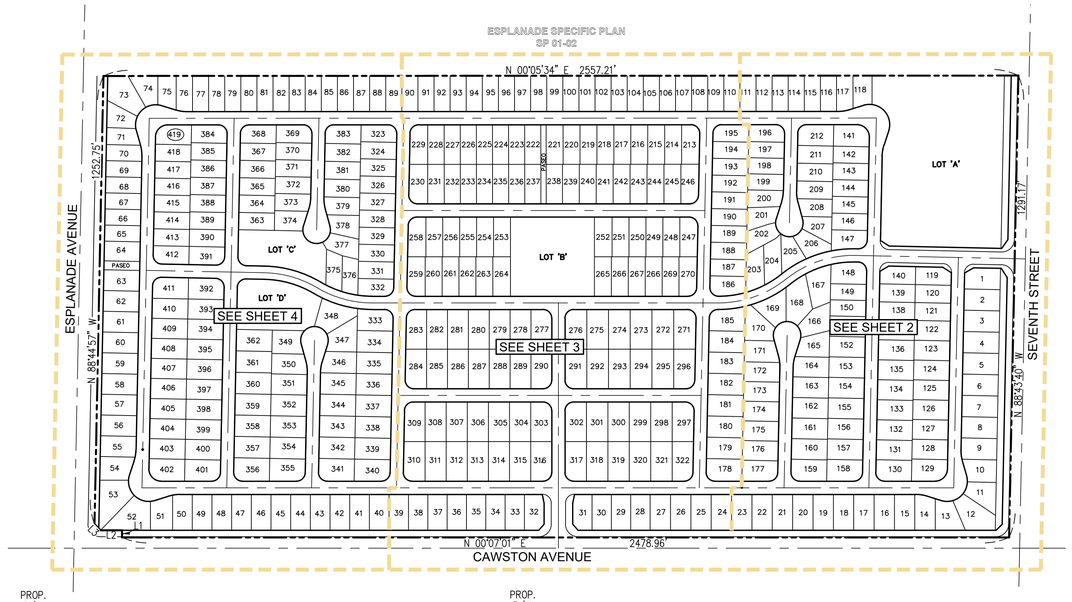


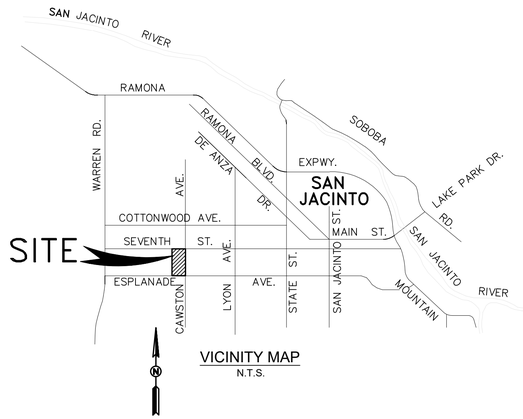
TYPICAL STREET SECTION
CAWSTON AVENUE - MAJOR
PUBLIC STREET

NOT TO SCALE

T.I. = 9.0

*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.





VICINITY MAP
N.T.S.

OWNER

TEUNIS J. DE JONG, TRUSTEE OF THE TEUNIS J. JONG TRUST.
2451 RAMONA EXPRESSWAY
SAN JACINTO, CA. 92582
907-229-2072

APPLICANT

RICHARD MICHAEL
RAMONA DAIRY
2451 RAMONA EXPRESSWAY
SAN JACINTO, CA 92582
907-229-2072
richard@homealaska.net

ASSESSOR'S PARCEL NO(S).

432-260-009, 026 AND 027

ADJACENT LAND USE

WEST – ESPLANADE SP/ESPLANADE SP
NORTH – LDR/RL
EAST – VLDR/RR
SOUTH – CITY OF HEMET/CITY OF HEMET

ZONING

RL
RL/PI
RL
RM

EXISTING LAND USE

VLDR – VERY LOW DENSITY RESIDENTIAL

PROPOSED LAND USE

LDR – LOW DENSITY RESIDENTIAL

EXISTING ZONING

RR – RURAL RESIDENTIAL

PROPOSED ZONING

RL – RESIDENTIAL LOW DENSITY

UTILITIES

SEWER	CITY OF SAN JACINTO
WATER	EASTERN MUNICIPAL WATER DISTRICT
GAS	SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC	SOUTHERN CALIFORNIA EDISON COMPANY
TELEPHONE	FRONTIER
CABLE	FRONTIER

NUMBER OF LOTS

419 SINGLE FAMILY RESIDENTIAL
4 OPEN SPACE LOTS

DENSITY

5.53 DU/AC GROSS

ACREAGE

75.70 GROSS ACRES WITHIN BOLD BOUNDARY
73.06 ACRES NET

OPEN SPACE AREA (NO BASINS)

LOT 'A': 1.88 AC
LOT 'B': 0.76 AC
LOT 'C': 0.27 AC
LOT 'D': 0.35 AC

SCHOOL DISTRICT

SAN JACINTO UNIFIED

SOURCE OF TOPOGRAPHY

AN AERIAL SURVEY BY PSOMAS DATED 10/22

FLOOD PLAIN

ZONE X PER COMMUNITY PANEL NO. 06065C1470G, DATED 8/28/2008.

EARTHWORK CALCULATIONS

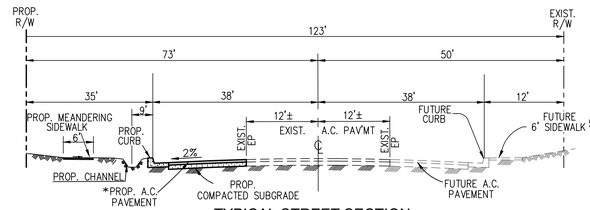
CUT VOLUME: 42,809 C.Y.
FILL VOLUME: 169,944 C.Y.

SHEET INDEX

SHEET 1 . . . . . TITLE SHEET
SHEET 2 . . . . . TENTATIVE TRACT MAP
SHEET 3 . . . . . TENTATIVE TRACT MAP
SHEET 4 . . . . . TENTATIVE TRACT MAP
SHEET 5 . . . . . LOT AREA SUMMARY TABLE

PHASING NOTE

THIS TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH SUBDIVISION MAP ACT SECTION 66456.1 ALLOWING FOR THE FILING OF MULTIPLE FINAL MAPS. FOUR (4) PHASED FINAL MAPS ARE ANTICIPATED TO BE FILED BASED ON THIS TENTATIVE TRACT MAP.

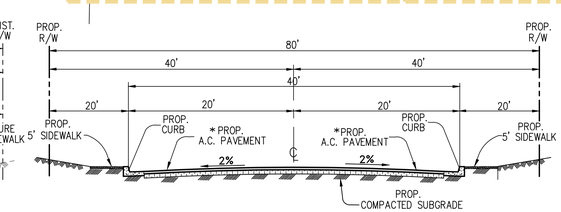


TYPICAL STREET SECTION
ESPLANADE AVENUE - ARTERIAL
PUBLIC STREET

NOT TO SCALE

T.I. = 9.5

*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.

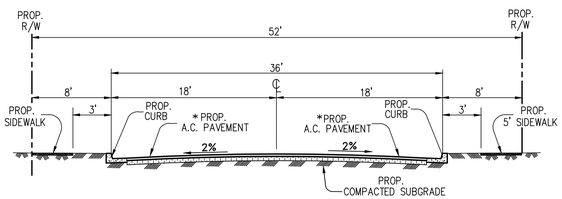


TYPICAL STREET SECTION
ENTRANCE ROADS - STREET 'K'/MODIFIED LOCAL
PRIVATE STREETS

NOT TO SCALE

T.I. = 5.5

*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.
PARKING RESTRICTED TO ONE SIDE ONLY

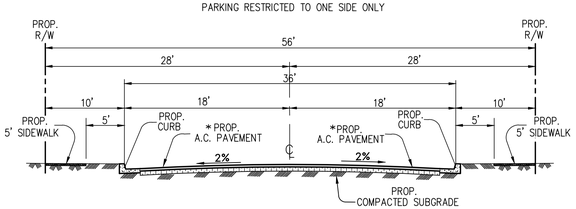


TYPICAL STREET SECTION
ROADS - MODIFIED LOCAL
PRIVATE STREETS

NOT TO SCALE

T.I. = 5.5

*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.
PARKING RESTRICTED TO ONE SIDE ONLY



TYPICAL STREET SECTION
ENTRANCE ROADS - STREET 'A'/MODIFIED LOCAL
PRIVATE STREETS

NOT TO SCALE

T.I. = 5.5

*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.
PARKING RESTRICTED TO ONE SIDE ONLY

EASEMENT NOTES

1. A RIGHT OF WAY FOR ONE DITCH, FLUME OR OTHER AQUEDUCT, ACROSS THE LAND OF ANY OTHER OWNER LYING BETWEEN THE LANDS OF SAID OWNER AND THE SAN JACINTO VIEJO, BY DECREE OF PARTITION OF SAID RANCHO RECORDED IN BOOK 43, PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA. ROUTE NOT DEFINED OF RECORD.

2. THE RIGHT TO DEVELOP, TAKE, EXPORT AND APPROPRIATE TO ITS OWN USE IN ANY MANNER AND BY AN AGENCY, ALL WATER THAT MAY BE DISCOVERED IN OR THAT MAY BE DEPOSITED IN OR UNDERLIE THE PROPERTY HEREIN DESCRIBED, AND ALL RIPARIAN AND OTHER WATER RIGHTS THAT MAY BE AND APPURTENANT TO OR BELONG TO THE SAID LAND; PROVIDED, HOWEVER, THAT NO WORKS FOR THE DEVELOPMENT OF SAID WATER SHALL BE LOCATED ON THE LANDS HEREIN DESCRIBED; AND PROVIDED, HOWEVER, FURTHER, THAT THE OWNERS SHALL HAVE THE RIGHT TO DEVELOP WATER FOR DOMESTIC USE ON SAID LAND, CONVEYED BY DEED FROM THE SAN JACINTO LAND COMPANY TO CITIZENS WATER COMPANY OF SAN JACINTO, RECORDED DECEMBER 4, 1911 IN BOOK 341, PAGE 195 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND IS BLANKET IN NATURE.

3. A RIGHT OF WAY OVER A STRIP OF LAND 30 FEET WIDE ON EACH SIDE OF THE SECTION AND QUARTER SECTION LINES FOR ROAD OR FOR DITCHES OR PIPES FOR CONDUCTING AND DISTRIBUTING WATER, AS DESCRIBED IN BOOK 341, PAGE 195 DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND IS SHOWN HEREON.

4. AN EASEMENT GRANTED TO EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY TO CONSTRUCT, ENLARGE, RECONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, MAINTAIN, REPAIR, IMPROVE AND RELOCATE, SEWAGE TRANSMISSION AND COLLECTION FACILITIES, INCLUDING, BUT NOT LIMITED TO, GRAVITY PIPELINES, PRESSURE PIPELINES, MANHOLES, CONNECTIONS, AND APPURTENANT EQUIPMENT FOR THE COLLECTION AND TRANSMISSION OF SEWAGE, TOGETHER WITH REASONABLE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANTED IN SAID EASEMENT, RECORDED SEPTEMBER 14, 2010 AS INSTRUMENT NO. 2010-0439200 OF OFFICIAL RECORDS, AND IS SHOWN HEREON.

LINE DATA

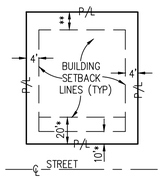
LINE	BEARING	DISTANCE
L1	N 89°52'59" W	20.00'
L2	N 00°07'01" E	60.00'
L3	N 45°40'13" E	24.28'

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JACINTO, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST ½ OF FARM LOT 161 OF THE LANDS OF SAN JACINTO LAND ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 357 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

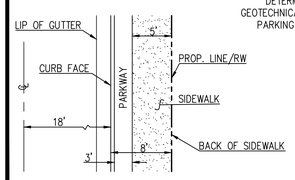
EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF SAN JACINTO, A CALIFORNIA MUNICIPAL CORPORATION, IN GRANT DEED RECORDED OCTOBER 2, 2019 AS INSTRUMENT NO. 2019-394879 OFFICIAL RECORDS.



TYPICAL BUILDING SETBACKS

NTS

20'* FROM P/L TO GARAGE,
10'* FROM P/L TO HOUSE FEATURE.
CORNER LOT: STREET SIDE SETBACK
5' FROM P/L.
** REAR SETBACK: 10' MIN.
** REAR SETBACK WITH SLOPE: 10' MIN.



PRIVATE STREET LEGEND
NTS

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DATE	BY	MARK	REVISIONS	APPR.	DATE
				CITY ENGINEER	

DESIGNED BY: DRAWN BY: CHECKED BY:

SEAL: REGISTERED PROFESSIONAL ENGINEER — BLAINE A. WOMER — No. 46354 — CIVIL — STATE OF CALIFORNIA

APPROVED BY: DATE
CONTRACT CITY ENGINEER

PREPARED BY: DATE
R.C.E. NO.

BLAINE A. WOMER CIVIL ENGINEERING
• PLANNING • SURVEYING • CIVIL ENGINEERING • PUBLIC WORKS
Hemet, CA. 92544, 41555 E Florida Ave., Suite G, Phone (951)658-1727 Fax (951)658-9347
Park City, UT 84098, 5133 Cove Canyon Dr. #302
Boise, ID. 83706, 4355 W Emerald Street, St. 145, Phone (208)593-7555

SCALE 1" = 60'
DATE SEPT. 18, 2024
BENCHMARK:

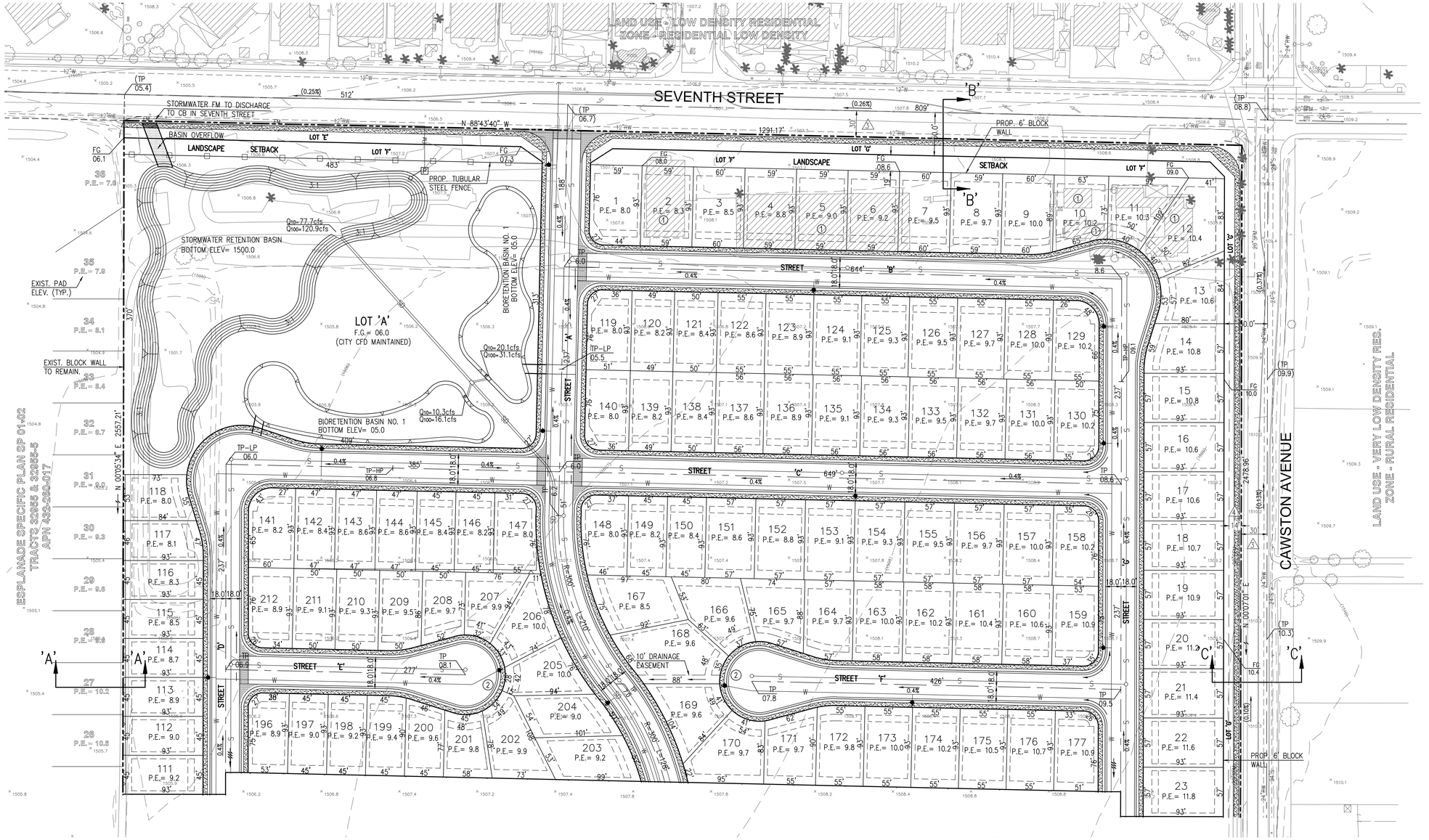
CITY OF SAN JACINTO
TENTATIVE TRACT MAP NO. 39076
FOR RAMONA DAIRY
W.O.

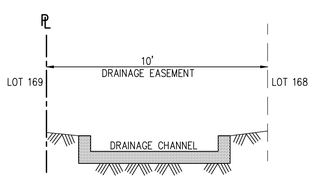
SHEET NO. 1 OF 5 SHEETS
FILE NO.

NORTH

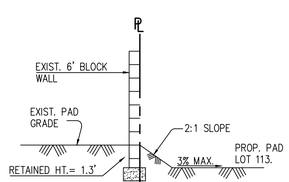
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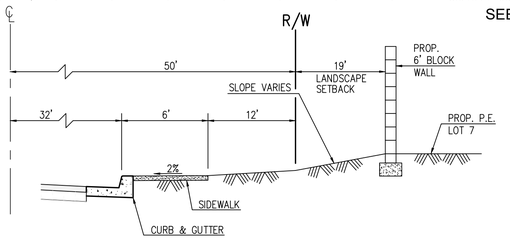




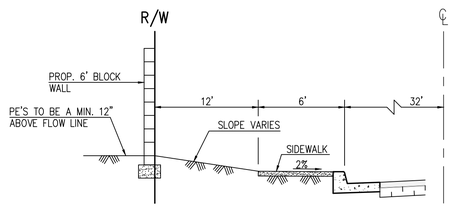
DRAINAGE EASEMENT SECTION
NTS



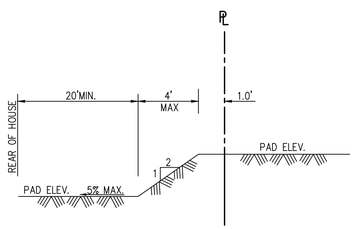
SECTION 'A' – 'A'
NTS



SECTION 'B' – 'B'
NTS



SECTION 'C' – 'C'
NTS



TYPICAL REAR YARD SECTION
NTS

KEY NOTES

1. EXISTING STRUCTURES TO BE REMOVED.
2. PARKING TO BE RESTRICTED IN CUL-DE-SAC.

NOTE: ALL CURB RETURNS HAVE A 25' RADIUS.

SEE SHEET 1 FOR EASEMENT AND LINE DATA INFORMATION.

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DATE	BY	MARK	REVISIONS	APPR.	DATE
				CITY	

ENGINEER
DESIGNED BY: DRAWN BY: CHECKED BY:

SEAL
REGISTERED PROFESSIONAL ENGINEER
BLAINE A WOMER
No. 46354
CIVIL
STATE OF CALIFORNIA

APPROVED BY: DATE
CONTRACT CITY ENGINEER

PREPARED BY: DATE
R.C.E. NO.

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• CIVIL ENGINEERING
• PUBLIC WORKS
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SCALE 1" = 60'
DATE SEPT. 18, 2024
BENCHMARK:

CITY OF SAN JACINTO

TENTATIVE TRACT MAP NO. 39076

FOR RAMONA DAIRY
W.O.

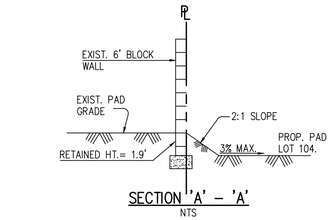
SHEET NO. 2 OF 5 SHEETS
FILE NO.

SEE SHEET NO. 2

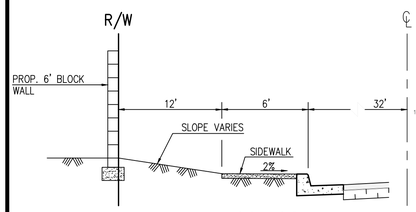
NORTH

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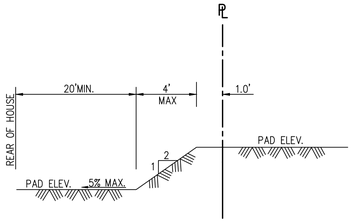
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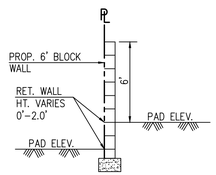
SECTION 'A' – 'A'
NTS



SECTION 'C' – 'C'
NTS



TYPICAL REAR YARD SECTION
NTS



SECTION 'E' – 'E'
NTS

ESPLANADE SPECIFIC PLAN SP 01-02
TRACT 32325-1
APN 432-280-014

EXIST. BLOCK WALL

PROP. 6' BLOCK WALL ON RETAINING WALL.

BIORETENTION BASIN NO. 2
BOTTOM ELEV= 07.0
Q10=6.9cfs Q100=10.8cfs
Q10=4.5cfs Q100=7.0cfs

LOT 'B'
F.G.= 08.0
(CITY CFD MAINTAINED)
Q10=9.7cfs Q100=15.1cfs

STREET 'H' STREET 'I' STREET 'J' STREET 'K' STREET 'L'

PASEO

CAWSTON AVENUE

LAND USE: VERY LOW DENSITY RESIDENTIAL
ZONE: RURAL RESIDENTIAL

SEE SHEET NO. 4

SEE SHEET 1 FOR EASEMENT AND LINE DATA INFORMATION.

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DATE	BY	MARK	REVISIONS	APPR.	DATE
ENGINEER				CITY	

DESIGNED BY: DRAWN BY: CHECKED BY:

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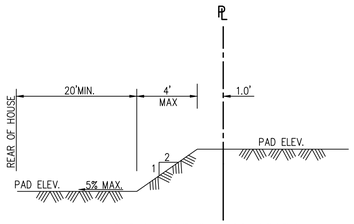
SHEET NO. 3 OF 5 SHEETS
FILE NO.

NORTH

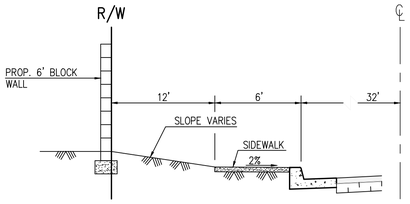
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1"=60'

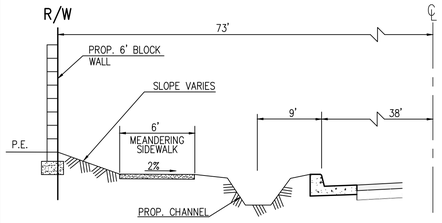
SEE SHEET NO. 3



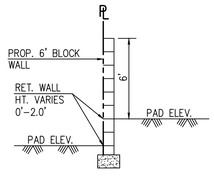
TYPICAL REAR YARD SECTION
NTS



SECTION 'C' – 'C'
NTS



SECTION 'D' – 'D'
NTS



SECTION 'E' – 'E'
NTS



KEY NOTES

1. EXISTING STRUCTURES TO BE REMOVED.
2. PARKING TO BE RESTRICTED IN CUL-DE-SAC.

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				CITY	

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SCALE 1" = 60'
DATE SEPT. 18, 2024
BENCHMARK:

CITY OF SAN JACINTO

TENTATIVE TRACT MAP NO. 39076

FOR RAMONA DAIRY
W.O.

SHEET NO. 4 OF 5 SHEETS
FILE NO.

LOT AREA TABLE	
LOT #	AREA SQFT.
1	5,412
2	5,504
3	5,504
4	5,504
5	5,504
6	5,504
7	5,504
8	5,504
9	5,476
10	5,033
11	5,217
12	7,362
13	5,113
14	5,058
15	5,258
16	5,263
17	5,263
18	5,263
19	5,263
20	5,263
21	5,263
22	5,263
23	5,263
24	5,263
25	5,276
26	5,088
27	5,088
28	5,088
29	5,088
30	5,088
31	4,927
32	5,055
33	4,995
34	4,995
35	4,995
36	4,995
37	4,995
38	4,995
39	4,903
40	5,088
41	5,088
42	5,088
43	5,088
44	5,088
45	5,088
46	5,088
47	5,088
48	5,088
49	5,088
50	5,085

LOT AREA TABLE	
LOT #	AREA SQFT.
51	5,019
52	7,950
53	7,486
54	4,971
55	5,058
56	5,075
57	5,075
58	5,075
59	5,075
60	5,075
61	5,075
62	5,075
63	5,075
64	3,938
65	3,938
66	3,938
67	3,938
68	3,938
69	3,938
70	3,923
71	3,977
72	5,032
73	6,682
74	4,398
75	4,099
76	4,156
77	4,163
78	4,163
79	4,163
80	4,163
81	4,163
82	4,163
83	4,163
84	4,163
85	4,163
86	4,163
87	4,163
88	4,163
89	4,163
90	4,163
91	4,163
92	4,163
93	4,163
94	4,163
95	4,163
96	4,163
97	4,163
98	4,163
99	4,163
100	4,163

LOT AREA TABLE	
LOT #	AREA SQFT.
101	4,163
102	4,163
103	4,163
104	4,163
105	4,163
106	4163
107	4,163
108	4,163
109	4,163
110	4,163
111	4,163
112	4,163
113	4,163
114	4,163
115	4,185
116	4,140
117	4,147
118	4,091
119	4,643
120	4,545
121	4,637
122	5,120
123	5,119
124	5,119
125	5,119
126	5,119
127	5,119
128	5,120
129	4,811
130	4,696
131	5,173
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135	5,173
136	5,173
137	5,173
138	4,638
139	4,545
140	4,643
141	4,780
142	4,328
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145	4,143
146	4,163
147	4,544
148	4,780
149	4,163
150	4,163

LOT AREA TABLE	
LOT #	AREA SQFT.
151	5,273
152	5,304
153	5,304
154	5,304
155	5,304
156	5,304
157	5,304
158	4,824
159	4,847
160	5,324
161	5,324
162	5,324
163	5,324
164	5,143
165	4,977
166	5,542
167	5,875
168	7,099
169	5,019
170	5,741
171	4,883
172	5,073
173	5,088
174	5,088
175	5,088
176	5,088
177	4,608
178	5,029
179	5,506
180	5,506
181	5,506
182	5,506
183	5,506
184	5,506
185	5,037
186	4,361
187	4,163
188	4,343
189	4,343
190	4,343
191	4,163
192	4,163
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195	4,401
196	4,241
197	4,163
198	4,163
199	4,146
200	3,773

LOT AREA TABLE	
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201	3,717
202	5,168
203	5,129
204	4,824
205	4,378
206	4,639
207	4,055
208	3,901
209	4,502
210	4,589
211	4,587
212	4,709
213	4,802
214	4,638
215	4,638
216	4,876
217	4,876
218	4,875
219	4,875
220	4,700
221	4,739
222	4,636
223	4,635
224	4,636
225	4,637
226	4,637
227	4,638
228	4,635
229	4,752
230	4,956
231	4,633
232	4,633
233	4,634
234	4,586
235	4,635
236	4,636
237	4,636
238	4,636
239	4,636
240	4,739
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245	4,636
246	4,884
247	4,802
248	4,645
249	4,645
250	4,883

LOT AREA TABLE	
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252	5,092
253	4,883
254	4,979
255	4,645
256	4,645
257	4,645
258	4,946
259	4,843
260	4,645
261	4,645
262	4,843
263	4,883
264	5,089
265	4,883
266	4,883
267	4,883
268	4,645
269	4,645
270	4,802
271	5,538
272	6,269
273	6,268
274	6,269
275	6,269
276	5,432
277	5,181
278	6,019
279	6,019
280	6,019
281	6,019
282	6,019
283	5,080
284	5,285
285	6,019
286	6,019
287	6,019
288	6,019
289	6,019
290	5,181
291	5,432
292	6,269
293	6,269
294	6,269
295	6,269
296	5,329
297	5,449
298	6,179
299	6,179
300	6,179

LOT AREA TABLE	
LOT #	AREA SQFT.
301	6,179
302	5,343
303	5,257
304	6,094
305	6,094
306	6,094
307	6,094
308	6,094
309	5,155
310	5,360
311	6,094
312	6,094
313	6,094
314	6,094
315	6,094
316	5,257
317	5,343
318	6,179
319	6,179
320	6,179
321	6,179
322	5,240
323	4,241
324	4,163
325	4,348
326	4,348
327	4,266
328	4,327
329	4,379
330	4,255
331	4,163
332	4,303
333	4,758
334	5,592
335	5,534
336	5,534
337	5,534
338	5,534
339	5,534
340	4,900
341	5,063
342	5,534
343	5,534
344	5,534
345	5,533
346	5,089
347	5,874
348	6,068
349	5,028
350	4,944

LOT AREA TABLE	
LOT #	AREA SQFT.
351	5,294
352	5,527
353	5,527
354	5,527
355	5,057
356	5,221
357	5,527
358	5,527
359	5,527
360	5,527
361	5,527
362	5,568
363	4,489
364	4,489
365	4,489
366	4,489
367	4,212
368	4,291
369	4,181
370	4,348
371	4,348
372	4,348
373	4,877
374	4,220
375	4,170
376	4,183
377	4,651
378	4,473
379	4,450
380	4,615
381	4,615
382	4,430
383	4,319
384	4,275
385	4,163
386	4,409
387	4,471
388	4,471
389	4,471
390	4,195
391	4,240
392	4,706
393	5,184
394	5,184
395	5,184
396	5,184
397	5,184
398	5,184
399	5,184
400	5,187

LOT AREA TABLE	
LOT #	AREA SQFT.
401	4,827
402	4,892
403	5,187
404	5,184
405	5,184
406	5,184
407	5,184
408	5,184
409	5,184
410	5,184
411	4,706
412	4,333
413	4,163
414	4,214
415	4,373
416	4,373
417	4,373
418	4,372
419	4,235
LOT 'A'	168,611
LOT 'B'	48,417
LOT 'C'	22,214
LOT 'D'	26,755

LOT SIZE SUMMARY:

MINIMUM LOT SIZE: 3,717 S.F.
AVERAGE LOT SIZE: 4925 S.F.
MINIMUM LOT WIDTH: 25 FT.
MINIMUM LOT WIDTH CORNER: 47 FT.
MINIMUM LOT DEPTH: 93 FT.
MAXIMUM FRONT YARD IMPERVIOUS COVER: 35%,
OR AS OTHERWISE ALLOWED PER CODE SEC.17.215.035 A.

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DATE	BY	MARK	REVISIONS	APPR.	DATE

ENGINEER | CITY
DESIGNED BY: | DRAWN BY: | CHECKED BY:

SEAL
REGISTERED PROFESSIONAL ENGINEER
BLAINE A WOMER
No. 46354
CIVIL
STATE OF CALIFORNIA

APPROVED BY: DATE
CONTRACT CITY ENGINEER

PREPARED BY: DATE
R.C.E. NO.

BLAINE A. WOMER CIVIL ENGINEERING
• PLANNING • SURVEYING • CIVIL ENGINEERING • PUBLIC WORKS
Hemet, CA. 92544, 41555 E Florida Ave., Suite G, Phone (951)658-1727 Fax (951)658-9347
Park City, UT 84098, 5133 Cove Canyon Dr. #302
Boise, ID. 83706, 4355 W Emerald Street, St. 145, Phone (208)593-7555

SCALE 1" = 60'
DATE
BENCHMARK:

CITY OF SAN JACINTO
TENTATIVE TRACT MAP NO. 39076
LOT AREAS

FOR | W.O.

SHEET NO. 5 OF 5 SHEETS
FILE NO.

March 24, 2026

TO: Planning Commission

REQUESTED BY: Travis Randel, Deputy City Manager, Development Services

APPROVED BY: Robert A. Johnson, City Manager

SUBJECT: Chacon Farms (PROJ23-0029)

RECOMMENDATION:

That the Planning Commission **Adopt** PC Resolution No. 26-01, thereby recommending that the City Council:

1. **DETERMINE** that the proposed Project will not have a significant effect on the environment with the incorporation of mitigation based on the findings set forth in the case record and **ADOPT** a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program, pursuant to the California Environmental Quality Act (CEQA); and

2. **APPROVE** the General Plan Amendment to change the land use designation from Very Low Density Residential (VLDR) to Low Density Residential (LDR);

3. **APPROVE** the Change of Zone from Rural Residential (RR) to Residential Low Density;

4. **APPROVE** the Chacon Farms Planned Development Permit; and

5. **APPROVE** Tentative Tract Map (TTM) 39076 to subdivide 73.97-net acres, into 419 single-family lots for the ultimate construction of 419 single-family detached residences, and to create lettered lots for onsite roadways, a detention basin, parks, and on-site landscape subject to the Recommended Conditions of Approval (PROJ23-0029).

DISCUSSION:

The project is a proposal by Taylor and Clark Consulting on behalf of Richard Michael and Ramona Dairy, LLC, to establish a master-planned residential development consisting of 419 homes as well as the construction of onsite roadways, a detention basin, parks, and on-site landscaping on 73.97-net acres. To facilitate the development, the applicant submitted a General Plan Amendment (GPA), Change of Zone (CZ), Tentative Tract Map (TTM) and Planned Development Permit (PDP), for review and approval. Because the GPA, CZ, and PDP require City Council approval, the Planning Commission is being asked to provide a recommendation to the City Council.

COPY

The Project site is located west of Cawston Avenue, extending between Seventh Street and Esplanade Avenue. The project site is currently occupied by Chacon Farms and Bruno Ranches agricultural operations. Two single-family residential uses occupied by caretakers are also located on site. The project site is surrounded by residential uses to the north and east, residential and agricultural uses to the west, and a dairy farm to the south. The General Plan Land Use Designation is Very Low Density Residential, and the current Zone is Rural Residential.

	Land Use	General Plan Designation	Current Zoning
Project Site	**Agricultural**	**VLDR – Very Low Density Residential**	**RR – Rural Residential**
North	Residential	LDR – Low Density Residential	RL – Residential, Low Density
South	Dairy Farm	NC – Neighborhood Commercial MDR – Medium Density Residential (City of Hemet)	A-2 – Heavy Agriculture (City of Hemet)
East	Residential	VLDR – Very Low Density Residential	RR–Rural Residential
West	Residential/Vacant	Specific Plan	Specific Plan

ANALYSIS:

The intent of the Very Low Density Residential (VLDR) General Plan Land Use Designation and Rural Residential (RR) Zone is to provide for the development of single-family dwellings at a density of up to 2 dwelling units per gross acre of land. This designation is generally most suitable in rural areas, locations where scenic and natural resources should be protected, in areas that consist of small agricultural operations, or where natural hazards limit development potential (such as hillsides). With a maximum density of 2 units per acre the property would be allowed to develop 158 units. However, the developer desires to create a product with smaller lots and more units than would be allowed in the existing designations and therefore a General Plan Amendment and Zone Change are proposed

General Plan and Change of Zone

The project proposes to change the General Plan Land Use Designation to Low Density Residential (LDR) and the Zone to Residential, Low Density (RL). Like the VLDR and RR designations, the proposed land use and zone provide for the development of detached single-family dwellings, however the LDR and RL designations would allow the property to be developed at a higher density with a range between 2 and 7 dwelling units per gross acre and thus allow more units.

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As noted in the table above, the area directly north of the project site is designated LDR and RL and have been developed with single family homes above 2 units to the acre. Furthermore, the area directly west of the site is governed by the Esplanade Specific Plan, which allows a maximum density of 4.5 units to the acre. Development within the Specific Plan is currently underway with densities also above 2 units per acre. Given the development patterns that exists north and west of the project site, the proposed General Plan Amendment and Zone Change provide for a logical and orderly development pattern, with the extension of single-family residences at a higher density consistent with the LDR and RL designations.

Tentative Tract Map

The project proposes to subdivide 3 parcels into single family lots. Therefore, the project includes TTM 39076 to create 419 single-family lots with a density of 5.53 dwelling units per acre. The subdivision is proposed to be recorded in two phases which will include 235 lots in Phase 1 and 184 lots in Phase 2. The proposed lots range in size between 3,700 to 7,900 square feet. In addition, the subdivision includes lettered lots for the construction of onsite roadways, detention basins, parks, and on-site landscaping.

Access and Circulation

Two points of vehicular access will be provided to the development, which includes a single new 80-foot-wide (40' curb to curb) east-west oriented roadway from Cawston Avenue, which borders the development to the east, and a new 56-foot-wide (36' curb to curb) north-south oriented roadway that connects to Seventh Street which borders the project to the north. These two proposed entrance roadways lead to a network of 52-foot-wide (36' curb to curb) internal streets within the tract that ensure appropriate access to every facet of the development, including all homes, parks and basins. The new roads will be private streets that include curb, gutter, sidewalks and streetlights. Because the roads are proposed as private streets, they will be maintained by a Homeowners Association (HOA). Pedestrian access is also provided via proposed sidewalks on both sides of the new streets mentioned above as well as a new pedestrian entrance from Esplanade Avenue through a proposed paseo.

In addition to internal streets the developer will also be conditioned to improve Cawston Avenue and Seventh Street, which are adjacent to the site. For Cawston Avenue and Seventh Street the developer will be required to dedicate 20 feet of right-of-way and widen the existing roadway with additional asphalt paving. In addition, the project will be conditioned to install curb, gutter, sidewalk, streetlights and 18 feet of parkway with landscaping.

Frontage improvements along Esplanade Avenue, which borders the project site to the south, will be constructed as part of the City's adopted Capital Improvement Program (CIP), which includes the widening of Esplanade Avenue from Warren Road to Sanderson Avenue. Accordingly, the Developer will not be required to construct the roadway frontage improvements along Esplanade.

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This approach is consistent with the City's long-standing plan to deliver these improvements as a single coordinated CIP project and avoids the inefficiencies and potential conflicts associated with having multiple contractors operating within the same right-of-way at the same time.

While the roadway widening is primarily funded through the Transportation Uniform Mitigation Fee (TUMF) program, TUMF funding is limited to capacity-related improvements and does not include street lighting. As such, the Developer remains responsible for the installation of streetlights along the project frontage.

To ensure compatibility with the City's ongoing construction, the Developer shall coordinate with the City and its contractor to incorporate the necessary provisions into the CIP project to allow for the future installation of streetlights and related improvements without requiring disturbance of the newly constructed roadway. The Developer shall also coordinate with the City regarding frontage landscaping.

To ensure that intersections will operate at acceptable levels with the additional traffic created, traffic signals will be required at the intersection of Cawston Avenue and Esplanade Avenue, Cawston Avenue and Seventh Street, and Cawston Avenue and Cottonwood Avenue. However, the intersection at Cawston and Esplanade will be completed as part of the CIP project and therefore it is not a required condition of approval. Along with the installation of these traffic signals, additional signing and stripping improvements to accommodate vehicular travel lanes and pedestrian crossings will be required.

Planned Development Permit (PDP)
To support the ultimate development of the proposed subdivision, the applicant has submitted a Planned Development Permit (PDP). The purpose of the PDP is to promote the efficient use of land, ensure a high-quality residential environment, uphold strong environmental design standards, and provide enhanced amenities that contribute to the creation of a well-planned community. In addition to the proposed single-family homes, Chacon Farms also includes four active parks and amenities that will feature pickle ball courts, shade structures, picnic tables, BBQs, and multiple play structures. The project also includes a network of new street improvements as well as utilities, and drainage infrastructure to serve the development.

The PDP establishes the design and minimum development standards for the future buildout of Chacon Farms. The proposed residential units would include 4 to 5 bedrooms, 2 to 4 bathrooms, and optional loft spaces available within specific floor plans. The homes would range in size from approximately 1,758 to 3,025 square feet, providing a variety of housing options capable of meeting the needs of different household types and lifestyles. All homes would include two-car garages as well as driveways designed to accommodate an additional two vehicles, ensuring adequate on-site parking. To further reduce parking impacts within the neighborhood, the internal street system has been designed to allow on-street parking on one side, thereby providing convenient and accessible guest parking while maintaining clear travel lanes and emergency access.

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The Preliminary Development Plan (PDP) provides comprehensive guidelines for architectural design, color schemes, and materials intended to establish a cohesive, rural-inspired character. For the purposes of this PDP, an agrarian architecture theme is achieved through simple building forms, varied one- and two-story massing, pitched rooflines, and the use of natural materials such as muted stucco and stone veneer, complemented by architectural details including siding, shutters, and covered entries typical of farmhouse-style development.

The guidelines address architectural styles, color palettes, exterior materials, and elevations treatments. The architectural styles include Spanish, Prairie, and Farmhouse for the future 419 dwelling units, accompanied by nine (9) color schemes. The incorporation of multiple styles and color options is intended to enhance visual interest while maintaining a unified aesthetic throughout the subdivision. In addition, the PDP proposes five (5) distinct floor plans, each offering five (5) elevation types. This range of design options ensures that homes will not appear repetitive and ensures identical or highly similar elevations being placed adjacent to or directly across from one another. The added variety and enhanced architectural features and variation of product types provided within the Chacon Farms development will ensure that the development is cohesive and unique while providing greater architectural interest throughout the development.

In addition to the 419 lots, the proposed PDP includes one basin/park located at the northwest corner of the community, a central park located at the center of the community, two smaller neighborhood parks located to the south, and paseos throughout the site totaling approximately 3.26-acres. All parks, roadways, and basins will be maintained by the HOA. The following is a complete list of amenities within the park areas:

A. Basin Park
- Shade Structure with Picnic Tables (six tables)
- Seating area with Picking Tables (five locations)
- Benches
- Turf / Open Space
- Pickleball Court
- Playground

B. Central Park
- Two Shade Structures with Picnic Tables (two tables each)
- Playground / Tot lot
- Turf / Open Space

C. West Neighborhood Park
- Shade Structures with Picnic Tables (two tables)
- Barbeque area
- Turf / Open Space

COPY

D. East Neighborhood Park
- Shade Structure with Picnic Tables (two tables)
- Barbeque area
- Turf / Open Space

Lastly, the Planned Development includes landscape design guidelines and wall standards that provide additional details that enhance the project. Those details include enhanced entrances with accent trees, outdoor play equipment, stone veneer pilasters at corners, split face block walls with decorative caps that will be enhanced with vines and landscaping with an expansive list of Street Trees and shrubs to provide additional variety and interest.

Development Schedule and Phasing Plan

Construction activities for the Project would occur over four construction phases lasting approximately 5 years, with final engineering completed in 2026 and final closing in 2031. Construction would occur as follows: (1) final engineering; (2) grading and site preparation; (3) home construction; (4) final closing. Construction activities would be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays and Saturdays, and between 9:00 a.m. and 6:00 p.m. on Sundays and holidays pursuant to the City's Municipal Code Chapter 8.40.090.

The proposed product types, enhanced architectural standards, and park provides for a better living environment with higher standards found in conventional developments.

Modified Designed Standards

To meet the project objectives that provide for this future development, the PDP proposes to modify several development standards of the Residential, Low Density (RL) zone. The table below identifies the RL Development Standards and the proposed Development Standards of the PDP. Items that are underlined are standards that would be modified.

Development Feature	RL Zone Development Code	Proposed	Proposed Modification
Density	2.1-7.0 DU/AC	5.53 DU/AC	No
Parcel Area (Net)	5,000 sq. ft.	3,717 sq. ft.	**Yes**
Parcel Width Interior	50 ft.	45 ft.	**Yes**
Parcel Width Corner	70 ft	25 ft.	**Yes**
Parcel Depth	100 ft.	60 ft.	**Yes**
Setback Front of Building	20 ft.	10 ft.	**Yes**
Setback to Front of Garage	N/A	20 ft.	N/A
Setback (Interior)	5 ft.	4 ft.	**Yes**

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Setback Street Side	10 ft.	5 ft.	**Yes**
Setback Rear	20 ft.	10 ft.	**Yes**
Rear with Slope	20 ft.	10 ft.	**Yes**
Lot Coverage – Structure	55%	60%	**Yes**
Primary Structure Height	35 ft.	35 ft.	No

The proposed Planned Development Permit (PDP) includes modifications to certain development standards of the Residential, Low Density (RL) zone to facilitate a cohesive and efficient site design. These modifications primarily include reductions in minimum lot size, lot dimensions, and setbacks, along with a modest increase in allowable lot coverage. The resulting project achieves a density of 5.53 dwelling units per acre, which remains within the permitted range of the Low Density Residential (LDR) designation (2.1 to 7.0 dwelling units per acre).

The proposed modifications are consistent with the intent of the General Plan and reflect development patterns in the surrounding area, including nearby neighborhoods to the north and west that have been developed at similar densities and with comparable lot configurations. As such, the project does not introduce an intensity or scale that would be incompatible with adjacent uses and represents a logical continuation of existing residential development in the vicinity.

In addition to consistency with surrounding development, the PDP incorporates objective design standards and site planning features that ensure a high-quality residential environment. The project includes a typical plotting plan demonstrating that functional single-family homes can be constructed on the proposed lots in compliance with applicable building and fire code requirements, confirming that the modified standards result in practical and buildable lot configurations.

The PDP further enhances the quality of the development through a range of site design features and amenities, including:

- A dual park and basin feature that provides both recreational space and functional stormwater infrastructure;
- Play equipment and design elements that reflect the agricultural character of the surrounding area;
- A coordinated landscape palette that complements the architectural styles and enhances neighborhood identity;
- Decorative perimeter walls with stone veneer pilasters, enhanced with landscaping and vines;
- A tubular steel fence with split-face block pilasters at the water quality basin;
- An enhanced entry feature along Cawston Avenue with accent landscaping and 24-inch box trees;
- A paseo connection to Esplanade Avenue providing pedestrian access to and from the community;

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- Architectural design standards that exceed minimum Development Code requirements, including five floor plans with multiple elevation types and varied materials such as siding, brick and stone veneer, clay tile elements, and enhanced window treatments.

Collectively, these features demonstrate that the requested modifications are balanced by a comprehensive and thoughtfully designed project. The flexibility provided through the Planned Development Permit results in a development that is both consistent with applicable land use policies and superior in overall design quality, consistent with the purpose and intent of the PDP process.

ENVIRONMENTAL ASSESSMENT:
The project has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and the State CEQA guidelines. An Initial Study was prepared for the project to determine the potential environmental impacts of the project. The Initial Study concluded that with applied mitigation the Project would not result in a significant effect on the environment. The project includes mitigation measures related to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, and Tribal Cultural Resources. Therefore, staff determined that a Mitigated Negative Declaration (MND) was the appropriate CEQA document in support of the Project.

The Initial Study and Mitigated Negative Declaration (IS/MND) was circulated for a 30-day public comment period via the publication of a Notice of Intent on October 28, 2025. In addition to the publication, the IS/MND was submitted to the State Clearing House for posting (SCH No. 2025101241). Three comments were received.

Department of Toxic Substances (DTSC)
The first comment letter was issued by the Department of Toxic Substances Control (DTSC), outlining DTSC's recommendations regarding potential contaminants of concern (COCs). As part of the MND a Phase 1 Environmental Site Assessment (ESA) was prepared, which did not identify recognized environmental conditions (RECs) requiring immediate subsurface investigation. Additional soil sampling was also conducted, and no pesticides or heavy metals were detected in the shallow soil samples.

Department of Conservation
The second letter was issued by the Department of Conservation, providing advisory comments regarding the project's potential conversion of Important Farmland. This concern was evaluated in the Agriculture and Forestry Resources as part of the City General Plan Environmental Impact Report (EIR). The agricultural resource impacts associated with converting Important Farmland within the Planning Area, including the infeasibility of preservation-based mitigation, were fully evaluated and disclosed in the General Plan 2040 EIR.

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The proposed project does not introduce new agricultural impacts or increase the severity of those identified in the certified EIR. In addition, to evaluate site-specific agricultural viability, a California Agricultural Land Evaluation and Site Assessment (LESA) Model analysis was conducted. The LESA Model, developed by the California Department of Conservation (DOC), is an optional quantitative tool available to lead agencies under CEQA for determining the significance of farmland conversion. While the project converts existing agricultural land, these impacts were fully analyzed in the General Plan EIR and are not new or more severe than previously disclosed.

Talley Meadows Ranch

The third and final comment letter was submitted by Talley Meadows Ranch, outlining concerns about traffic safety and pedestrian hazards on Cawston Avenue along the project frontage. These concerns have been acknowledged; however, the comments do not identify deficiencies in the adequacy of the CEQA document. Issues related to the safety and functional design of the street frontage will be addressed through the Tentative Tract Map No. 39076 engineering review and approval process, which ensures that all frontage improvements and design details comply with the City's requirements and standards.

The mitigation measures required to reduce or mitigate the impacts of this Project on the environment are included in the Initial Study and will be made enforceable through the Mitigation Monitoring and Reporting Program ("MMRP") and the Conditions of Approval for the Project.

Notice of Public Hearing

The public hearing for this Project was originally noticed on or before January 17, 2026, for a January 27, 2026, hearing, including mailed notice to property owners within 300 feet of the project site. The January 27, 2026, hearing was subsequently adjourned, and all items were continued to February 24, 2026. On February 19, 2026, the applicant requested a continuance to the March 24, 2026, meeting to allow time to address outstanding items related to the conditions of approval.

Out of an abundance of caution, the Project was re-noticed on or before March 13, 20`26, for the March 24, 2026 hearing, including mailed notice to property owners within 300 feet of the project site. As of the preparation of this report, no additional correspondence or comments have been received.

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CONCLUSION

The proposed General Plan Amendment and Change of Zone establish a land use framework that is internally consistent with the General Plan and supports the orderly development of the project site. As outlined in the Findings of Fact, the project furthers multiple General Plan goals and policies related to housing, land use compatibility, circulation, and community design, while contributing to the City's Regional Housing Needs Allocation (RHNA) and providing a range of housing opportunities.

The proposed Tentative Tract Map and Planned Development Permit implement this framework through a cohesive subdivision design, appropriate infrastructure and circulation improvements, and a comprehensive set of architectural standards and site enhancements. The requested modifications to development standards are consistent with the intent of the Planned Development Permit process and are balanced by high-quality design features, integrated open space, and neighborhood amenities that ensure compatibility with surrounding uses and the creation of a well-planned residential community. As further supported by the Findings, the site is physically suitable for the proposed development, and adequate public services and infrastructure are available or will be provided to serve the project.

Additionally, to ensure consistency with development standards and enhance the overall project design, the applicant will be required to submit a revised plot plan prior to City Council clearly illustrating all required setbacks as measured from the property lines, including a minimum setback of no less than twenty (20) feet from the property line to the garage. The applicant will also identify any rear elevations that face the public right-of-way and demonstrate how those elevations will be architecturally enhanced to maintain visual quality and compatibility with the surrounding area.

The environmental analysis prepared for the project determined that, with incorporation of mitigation measures, all potential impacts can be reduced to a less-than-significant level. Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program will ensure that these measures are implemented.

Based on the foregoing and the detailed Findings of Fact attached, staff recommends that the Planning Commission adopt a resolution recommending that the City Council: (1) adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program pursuant to CEQA; and (2) approve the General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map No. 39076, subject to the Conditions of Approval.

As the General Plan Amendment, Change of Zone, and Planned Development Permit require City Council approval, the Planning Commission's action on this item is a recommendation only. Final action on the Project will be taken by the City Council.

The Planning Commission's recommendation is subject to appeal in accordance with Chapter 17.715 (Appeals) of the Development Code.

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ATTACHMENTS:

PC Resolution 26-01
Findings of Facts
Conditions of Approval
Tentative Tract Map 39076
Planned Development Permit
Location Map
General Plan
Zoning Map
Mitigated Negative Declaration
Appendix A-1 Air Quality, GHG, Energy
Appendix A-2 Health Risk Assessment
Appendix B-1 Habitat Assessment
Appendix B-2 Tree Survey
Appendix C - Phase I Archaeo-Paleo Inventory
Appendix D-1 - Geotechnical Report
Appendix D-2 Updated Geotechnical Report
Appendix E - Phase 1 ESA
Appendix F-1 - Preliminary Hydrology Study
Appendix F-2 Preliminary WQMP
Appendix G - Noise Study
Appendix H - Traffic Trip Generation Study

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STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF SAN JACINTO)

PC RESOLUTION NO. 26-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN JACINTO RECOMMENDING THAT THE CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE A GENERAL PLAN AMENDMENT, CHANGE OF ZONE, PLANNED DEVELOPMENT PERMIT, AND TENTATIVE TRACT MAP 39076 (PROJ23-0029)

WHEREAS, the applicant, Chacon Farms, submitted applications for a General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076 to subdivide approximately 73.97 net acres into 419 single-family residential lots, along with lettered lots for internal roadways, a detention basin, parks, and landscape areas, located between 7th Street to the north, Esplanade Avenue to the south, and west of Cawston Avenue (Project); and

WHEREAS, the City, as Lead Agency, prepared an Initial Study in accordance with the California Environmental Quality Act (CEQA) and determined that, with the incorporation of mitigation measures, the Project will not have a significant effect on the environment, and a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the Project; and

WHEREAS, the Planning Commission has reviewed and considered the Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program, together with all comments received thereon, and finds that the MND reflects the independent judgment of the City; and

WHEREAS, on March 24, 2026, the Planning Commission conducted a duly noticed public hearing on the Project, at which time all interested persons were given the opportunity to be heard and the Project was fully considered; and

WHEREAS, the Planning Commission has considered the entire record of proceedings, including the staff report, technical studies, public testimony, and all other evidence presented.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN JACINTO:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

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Attachment: PC Resolution 26-01 (Chacon Farms (PROJ23-0029))

Section 2. Environmental Determination. Based upon the whole of the record before it, including the Initial Study and all supporting information, the Planning Commission finds that:

A. The Mitigated Negative Declaration has been prepared in compliance with the California Environmental Quality Act (CEQA);

B. The Mitigated Negative Declaration reflects the independent judgment of the City;

C. There is no substantial evidence, in light of the whole record, that the Project, as mitigated, will have a significant effect on the environment; and

D. The mitigation measures identified in the Mitigated Negative Declaration are hereby adopted and shall be implemented through the Mitigation Monitoring and Reporting Program.

Section 3. Findings. Based upon the entire record, including all written and oral evidence presented, and the findings set forth in the staff report and incorporated herein by reference, the Planning Commission finds that:

A. The Project is consistent with the General Plan and all applicable provisions of the Municipal Code;

B. The Tentative Tract Map is consistent with the Subdivision Map Act and the City's Development Code, and the site is physically suitable for the type and density of development proposed;

C. The Project satisfies all applicable findings required for approval of the General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map; and

D. The Project will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Section 4. Recommendation of Approval. Based upon the foregoing, the Planning Commission hereby recommends that the City Council:

A. Adopt the Mitigated Negative Declaration for the Project and adopt and implement the Mitigation Monitoring and Reporting Program;

B. Approve a General Plan Amendment to change the land use designation from Very Low Density Residential (VLDR) to Low Density Residential (LDR);

C. Approve a Change of Zone from Rural Residential (RR) to Residential Low Density (RL);

D. Approve a Planned Development Permit to allow modifications to the Residential Low Density (RL) development standards, subject to the Conditions of Approval attached hereto as Exhibit A and incorporated herein by reference;

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E. Approve Tentative Tract Map No. 39076 to subdivide approximately 73.97 net acres into 419 single-family residential lots and associated lettered lots for roadways, drainage, parks, and landscape areas, subject to the Conditions of Approval attached hereto as Exhibit A and incorporated herein by reference; and,

F. Direct staff to file a Notice of Determination in accordance with the California Environmental Quality Act.

Section 5. Record of proceedings. The documents and materials that constitute the record of proceedings upon which this Resolution is based are located at the City of San Jacinto, 595 South San Jacinto Avenue, San Jacinto, California 92583. The custodian of the record is the Community Development Department. This information is provided pursuant to Public Resources Code Section 21081.6.

Section 6. Recommendation to city council. As the Project includes a General Plan Amendment, Change of Zone, and Planned Development Permit, final action on the Project rests with the City Council. The Planning Commission's action on this item constitutes a recommendation to the City Council.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission on the 24th day of March 2026 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Planning Commission Chair

ATTEST:

_____
Planning Commission Secretary

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Attachment: PC Resolution 26-01 (Chacon Farms (PROJ23-0029))

FINDINGS OF FACTS
Chacon Farms Residential Development

GENERAL PLAN AMENDMENT FINDINGS:

1. **The amendment is internally consistent with all other provisions of the General Plan and any applicable specific plan;**

   The proposed General Plan Amendment from VLDR (Very Low Density Residential) to LDR (Low Density Residential) will further the intent of the General Plan by providing a variety of new housing opportunities that will complement surrounding uses of primarily residential developments. Specifically the General Plan Amendment will continue to allow the development of residences on the project site with a density range of 2.1 to 7 dwelling units to the acre in lieu of the current density range of 0-2 dwelling units to the acre with the VLDR designation. With proposed General Plan Amendment, the proposed project will conform with the goals and policies of the General Plan, including the applicable goals and policies of the Land Use Element and Housing Element, as detailed below:

   Land Use Goal 1: A community with a land use plan that accommodates a mix of uses to meet current and future needs.
   Specifically implementing policy 1.3 & 1.6

   - The Project supports Policy LU-1.3 by increasing the City's housing supply within an established growth area and contributing toward the City's Regional Housing Needs Allocation (RHNA). The Project includes 419 single-family residential units within the allowable density range of the Low Density Residential designation, helping to meet current and future housing needs.

   - The Project is consistent with Policy LU-1.6 through the incorporation of multiple neighborhood parks, open space areas, and an interconnected system of pedestrian paseos. These features provide accessible recreational opportunities and functional gathering spaces for future residents.

   Land Use Goal 2: A City that manages and directs growth so that the community and its neighborhoods are protected and enhanced.
   Specifically implementing policy 2.1 & 2.2

   - The Project supports Policies LU-2.1 and LU-2.2 by promoting an orderly and coordinated pattern of development that is compatible with surrounding residential uses. The Project site is adjacent to existing and

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Attachment: Findings of Facts (Chacon Farms (PROJ23-0029))

planned residential neighborhoods and proposes a density that is consistent with the Low Density Residential designation.

- The Project includes an interconnected circulation network designed to improve internal connectivity, provide efficient vehicular and pedestrian access, and enhance access to on-site open space and neighborhood amenities. The Project also provides connectivity to the Class I multi-use path along Esplanade Avenue, supporting multimodal access.

- The Project provides a balanced distribution of open space and recreational amenities throughout the site, ensuring that residents have convenient access to neighborhood parks and contributing to the overall quality and livability of the community.

The Project has been reviewed for consistency with applicable infrastructure and service requirements and will coordinate with appropriate service providers, including Eastern Municipal Water District, to ensure adequate utilities and public services are provided.

Based on the foregoing, the proposed General Plan Amendment is internally consistent with the goals, policies, and land use framework of the General Plan and will not create inconsistencies with other provisions of the Plan.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

Public Interest

The proposed project is consistent with the General Plan and serves the public interest by providing a balanced mix of housing and amenities that meet community needs and enhance recreational and social opportunities. The project would contribute 419 residential units toward the Regional Housing Needs Allocation (RHNA), offering a variety of housing types to accommodate diverse ages, incomes, and household needs. The homes are designed with architectural styles that complement the area's rural character. Overall, the development promotes livability through walkability, community engagement, integrated open space, pedestrian safety, and support for an active lifestyle.

Health and Safety

The proposed project is consistent with the General Plan and promotes public health and safety by incorporating a planned layout that emphasizes pedestrian safety and encourages physical activity and well-being. Four community parks, connected by an integrated network of pathways, will provide residents with a range of social and recreational opportunities.

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Convenience

The proposed project conforms with the provision of public convenience according to the General Plan. This development will create an additional 419 homes that are within a convenient distance to surrounding amenities and public infrastructure, including the following:

- *Transit*
  The Project Site is approximately 0.6 miles (a 12-minute walk), from the Riverside Transit Agency (RTA) Go Micro service zone. Go Micro is RTA's on-demand public transit service available within the Hemet-San Jacinto micro transit zone. Shared rides can be booked via the Go Micro app at user convenience, rather than relying on a predetermined bus schedule. Go Micro minibuses directly pick up and drop off passengers at desired locations, at desired times (provided both locations are within the micro transit zone and that the trip does not begin and end at route 44 bus stops).

- *Schools*
  The Project Site is located within the Hemet Unified School District and would likely be served by nearby schools, including Cawston Elementary School (1.3 miles), Rancho Viejo Middle School (0.9 miles), and Tahquitz High School (0.7 miles). The site may also be served by Megan Cope Elementary School (0.7 miles), which is within the San Jacinto Unified School District. In addition, Mt. San Jacinto College is approximately five miles from the Project Site and is directly accessible via RTA's on-demand transit service, Go Micro.

Welfare

The proposed project with the support of the General Plan Amendment and Zoning Map Amendment, will support and promote the general welfare of San Jacinto residents. The proposed project, specifically, will support and promote walkability, community engagement, integrated open space, pedestrian safety, and an active lifestyle. Integrated Community Parks connected by a network of paths will facilitate recreation and socialization.

3. **If an amendment to the Land Use Element, the affected site(s) is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located; and**

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Physical Suitability

The proposed project, with the support of the General Plan Amendment and Zoning Map Amendment, will not endanger, jeopardize, or otherwise constitute hazard to property in the vicinity in which the property is located and will be physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public emergency vehicle access and public services as follows:

- *Design*
  The Proposed Project is designed to be compatible with the surrounding San Jacinto community and consistent with adjacent residential uses. The development features an interconnected grid of streets that enhances walkability and provides convenient vehicle and pedestrian access to homes, community parks, and recreational amenities distributed throughout the site.

  Residential architecture will include farmhouse, Spanish, and prairie styles, using quality materials such as stucco, brick, and stone, along with a varied but cohesive color palette that complements the broader community and individual streetscapes. These design elements enhance the visual character of the Chacon Farms community.

  The project will not interfere with existing water or sewer easements, as confirmed by the site boundary survey, and will comply with applicable landscaping and setback requirements. The site's north–south orientation supports efficient solar design, with some east–west–oriented homes incorporated where feasible to allow for additional passive solar opportunities.

- *Location*
  The proposed development will complement and enhance surrounding land uses. Existing single-family residential neighborhoods are located to the north, northeast, and northwest across West 7th Street, as well as to the east across Cawston Avenue. To the west, the Esplanade Specific Plan includes approximately 130.7 acres of planned single-family residential development.

- *Shape and Size*
  The project site is generally rectangular in configuration and consists of three smaller rectangular parcels. The proposed project is designed to minimize sprawl and efficiently utilize the approximately 75.70 acres of site area. The site will accommodate 419 single-family homes with a minimum lot size of 3,717 square feet, along with designated open space for parks and a basin.

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- *Operating Characteristics*
  The proposed projects operating characteristics will be consistent with those of surrounding single-family developments. The proposed project will operate as a place of housing, enhanced by various amenities within several community parks, to prospective residents.

- *Public Emergency Vehicle Access*
  The proposed project's inter-connected network of thoroughfares will contribute to emergency vehicle accessibility. The applicant will comply with any easement requirements for public emergency vehicle access. Further, the proposed public emergency vehicle access will be reviewed by City and County Departments including the City's engineering department and Riverside County Fire, to ensure efficiency and safety for future residents.

- *Public Service and Utilities*
  Adequate City infrastructure exists to support the Project. Additionally, the project has been reviewed by Police, Fire, Public Utilities and Engineering to ensure that the design accommodates public and emergency vehicles including solid waste haulers, City crews, and other service providers.

4. **The City may reduce, require, or permit the reduction of, the residential density for any parcel to, or allow development of any parcel at, a lower residential density, as defined in Government Code Section 65863, only if the following two additional findings are first made:**

   a. **The reduction is consistent with the adopted General Plan, including the Housing Element; and**

      The proposed Project does not involve a reduction in residential density. The proposed General Plan Amendment would change the land use designation from Very Low Density Residential (0 to 2 dwelling units per acre) to Low Density Residential (2.1 to 7 dwelling units per acre), thereby allowing for an increase in residential density on the Project site. Accordingly, this finding is not applicable. Notwithstanding, the Project is consistent with the General Plan and Housing Element.

   b. **The remaining sites identified in the Housing Element are adequate to accommodate the jurisdiction's share of the regional housing needs in compliance with Government Code Section 65584.**

      The proposed Project does not reduce residential density and

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therefore does not trigger this finding. Notwithstanding, the Housing Element identifies adequate sites to accommodate the City's remaining Regional Housing Needs Allocation (RHNA), and the Project would increase the City's housing supply and contribute toward meeting its RHNA obligations.

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CHANGE OF ZONE FINDINGS:

1. **Findings required for all Development Code and Zoning Map amendments.**

   a. **The proposed amendment is consistent with the General Plan and any applicable specific plan;**

   The proposed Change of Zone from Rural Residential (RR) to Residential Low Density (RL) is consistent with the General Plan with the adoption of the proposed General Plan Amendment. The RL zoning designation is the implementing zone for the Low Density Residential (LDR) General Plan land use designation and will ensure consistency between the General Plan and Zoning Map. The Project site is not located within a Specific Plan area; therefore, no Specific Plan applies.

   b. **The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.**

   The proposed Change of Zone will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment will facilitate the development of a planned residential community that is consistent with the General Plan and Development Code. The Project incorporates an interconnected circulation system, neighborhood parks, and pedestrian amenities that promote walkability and community interaction.

   The Project has been reviewed by applicable City departments and service providers to ensure that adequate infrastructure and public services, including police, fire, utilities, and emergency access, are available to serve the site. As conditioned, the Project will not result in adverse impacts to the surrounding area and will support orderly and coordinated development.

2. **Additional findings for Zoning Map amendments**

   a. **The affected site(s) is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.**

   The Project site is physically suitable for the proposed Residential Low

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Density (RL) zoning designation in terms of design, location, shape, size, and operating characteristics. The site is of sufficient size and configuration to accommodate the proposed residential development, including internal circulation, open space, and required infrastructure.

The Project is located adjacent to existing and planned residential development and represents a logical extension of the surrounding land use pattern. The proposed street network is designed to provide adequate access for residents, service providers, and emergency response vehicles and will be subject to review and approval by the City's Engineering Department and Riverside County Fire Department.

Adequate public services and utilities are available, or will be provided, to serve the Project, including potable water, wastewater, storm drainage, solid waste services, and schools. The Project has been reviewed by relevant agencies and departments to ensure that the proposed zoning and anticipated development will not endanger or otherwise constitute a hazard to surrounding properties or improvements.

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SUBDIVISION FINDINGS (TTM 39076):

1. **The proposed subdivision of land has been found to be consistent with the Development Code, General Plan, and the San Jacinto Municipal Code.**

   The proposed Tentative Tract Map (TTM 39076) is consistent with the San Jacinto Municipal Code and has been reviewed in accordance with the applicable provisions of Titles 16 and 17. The Project includes a Planned Development Permit to allow limited, controlled modifications to the development standards of the Residential Low Density (RL) zone, which are intended to facilitate a cohesive and well-designed residential community.

   Upon approval of the General Plan Amendment and Change of Zone, the Project will be consistent with the Low Density Residential (LDR) General Plan land use designation and the corresponding RL zoning designation. The proposed subdivision is consistent with the permitted density range and establishes a logical and orderly pattern of residential development.

   The Project implements applicable General Plan goals and policies, including:

   - Land Use Goal 2 and Policies LU-2.1 and LU-2.2, by promoting orderly and coordinated growth that is compatible with surrounding residential neighborhoods and supported by an interconnected circulation network and accessible open space; and

   - Land Use Goal 3 and Policies LU-3.1 and LU-3.2, by facilitating high-quality residential development that is compatible with adjacent land uses and incorporates design features that enhance neighborhood character and connectivity.

   Based on the foregoing, the proposed subdivision is consistent with the Development Code, General Plan, and Municipal Code.

2. **The tentative map does not propose to divide land which is subject to a contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a Land Conservation Act contract but the resulting parcels following division of the land will be of an adequate size to sustain their agricultural use**

   The project site is not subject to a contract pursuant to the California Land Conservation Act of 1965 as detailed in the analysis completed through the Mitigated Negative Declaration document. In addition, the projects title report did not have indication of a Williamson Act Contract.

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3. **The site is physically suitable for the type and proposed density of development proposed by the tentative map.**

   The Project site is physically suitable for the proposed subdivision of 419 single-family residential lots. The proposed use is consistent with the Residential Low Density (RL) zoning designation and the Low Density Residential (LDR) General Plan land use designation, which permits residential development within the proposed density range.

   The site is of sufficient size and configuration to accommodate the proposed subdivision, including residential lots, internal circulation, and open space areas. The Project represents a logical expansion of existing and planned residential development in the surrounding area, including neighborhoods to the north, east, and west.

   The Project site has access to existing and planned infrastructure necessary to support the proposed development, including potable water, wastewater, natural gas, and electrical services, which are available within adjacent roadways. The site is also located in proximity to existing community amenities, including parks and schools, which support the residential character of the Project.

   Based on the foregoing, the site is physically suitable for the type and density of development proposed.

4. **The design of the subdivision and the proposed improvements, with conditions of approval, are either:**

   a. **Not likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat; or**

      An Initial Study was prepared for the Project in accordance with the California Environmental Quality Act (CEQA) to evaluate potential environmental impacts. The Initial Study determined that, with the incorporation of mitigation measures, the Project will not have a significant effect on the environment, including impacts to biological resources such as fish and wildlife and their habitat.

      All mitigation measures identified in the Initial Study have been incorporated into the Project and will be implemented through the Mitigation Monitoring and Reporting Program. Accordingly, the design of the subdivision and proposed improvements is not likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

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b. **An environmental impact report under which a finding has been made pursuant to Public Resources Code Section 21081(a)(3) that specific economic, social, or other considerations make infeasible mitigation measures or project alternatives identified in the environmental impact report.**

The project's impacts were not significant enough to require the preparation of an environmental impact report. A Mitigated Negative Declaration was prepared for the Project to assess any significant environmental impacts, and it was determined that a Mitigated Negative Declaration is the appropriate level of environmental document. Therefore, findings pursuant to Public Resources Code Section 21081(a)(3) are not necessary.

5. **The design of the subdivision of land and the type of improvements are not likely to cause serious public health problems.**

The implementation of the proposed conditions will ensure that the Project will not be detrimental to the public interest, health, safety, convenience, or welfare of the City or the future residents of the development. As previously mentioned, a Mitigated Negative Declaration was prepared for the proposed subdivision, which analyzed items that can cause public health problems such as Air Quality, Hazardous Materials, and Utilities. It was determined through the environmental document that with incorporation of mitigation measures, the impacts to public health problems would be less than significant

6. **That design of the subdivision provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible.**

The design of the subdivision will provide for future passive cooling opportunities with the implementation of building setbacks, lot coverage requirements, landscaping requirements, including required street trees, and open space areas. This can also include configuration to permit orientation of a structure to take advantage of shade and prevailing breezes. Furthermore, natural heating opportunities can be provided with orientation of a structure in an east-west alignment for southern exposure.

The proposed project is a subdivision and Planned Development Permit, subsequent development will be analyzed and conditioned through a Site Plan and Design Review. As part of the Site Plan and Design Review process, the Planning Department will ensure that natural heating and cooling opportunities are explored to the extent feasible and condition the project accordingly.

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7. **The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision, or the design of the alternate easements which are substantially equivalent to those previously acquired by the public will be provided.**

   Per the title report provided by the project applicant, the site consists of two easements for a right-of-way over a strip of land 30 feet wide located outside the property line on Cawston Avenue. The second easement is granted to Easter Municipal Water District for sewage transmission and collection facilities. This easement is located outside the property lines along Cawston Avenue. These two easements are shown in the Tentative Tract Map and will not conflict with the development of the proposed Project.

8. **The subdivision is consistent with the City's parkland dedication requirements (per the Quimby Act), as applicable, in accordance with Chapter 16.75 (Parkland Dedication and Fees).**

   The proposed subdivision is consistent with the City's parkland dedication requirements pursuant to Chapter 16.75 of the San Jacinto Municipal Code. The Project provides approximately 3.26 acres of usable parkland within designated park lots, which contributes toward satisfying the City's parkland dedication requirement.

   Any remaining parkland obligation will be satisfied through the payment of in-lieu fees, in accordance with Chapter 16.75, as required by the Conditions of Approval.

   Based on the foregoing, the Project complies with the City's parkland dedication requirements..

Attachment: Findings of Facts (Chacon Farms (PROJ23-0029))

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PLANNED DEVELOPMENT PERMIT FINDINGS:

1. **The Planned Development Permit will:**

   a. **Be allowed within the subject base zone;**

   The Project includes a Change of Zone to the Residential Low Density (RL) zone. The RL zone is intended to accommodate detached single-family residential development, along with accessory uses and other compatible uses, at a density range of 2.1 to 7.0 dwelling units per acre.

   The Planned Development Permit is an allowed entitlement within the RL zone and is intended to provide flexibility from standard development requirements in order to achieve superior site design and community planning. Accordingly, the Planned Development Permit is permitted within the proposed base zone..

   b. **Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan;**

   The Project site is proposed to be designated Low Density Residential (LDR) under the General Plan, which permits detached single-family residential development at a density of 2.1 to 7.0 dwelling units per acre. The Project proposes a density of 5.53 dwelling units per acre, which is within the allowable range and consistent with the intended use of the LDR designation. The Project site is not located within a Specific Plan area.

   The Project is consistent with the purpose and intent of the General Plan by facilitating a well-planned residential community that balances efficient land use with neighborhood compatibility and access to amenities. The Planned Development Permit allows for modifications to development standards that support a cohesive site design while maintaining consistency with the overall density and character envisioned by the General Plan.

   The Project implements applicable General Plan goals and policies, including:

   - Land Use Policy LU-1.6, by incorporating an integrated system of open space and recreational amenities, including multiple parks, paseos, and gathering areas that support community interaction and outdoor activity;
   - Land Use Policy LU-4.4, by promoting pedestrian-oriented design through internal walkways, paseo connections, and

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Attachment: Findings of Facts (Chacon Farms (PROJ23-0029))

access to the Class I multi-use trail along Esplanade Avenue; and

- Land Use Policy LU-5.4, by providing well-designed, multi-functional open spaces, including neighborhood parks and a basin park, that serve a variety of recreational and community needs.

Based on the foregoing, the Planned Development Permit is consistent with the purpose, intent, goals, policies, and land use designations of the General Plan.

c. **Be generally in compliance with all of the applicable provisions of this Development Code relating to both on-site and off-site improvements that are necessary to accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this Chapter and the subject base zone, including prescribed development standards and applicable design guidelines, except for those provisions modified in compliance with this Chapter.**

The Project is compliant with the Provisions of the Development Code relating to on-site and off-site improvements. The Project's off-site improvements will include a Class 1 Multi-Use along Esplanade Avenue as required per the Trails Master Plan. Additionally, the Project will be conditioned to dedicate and provide improvement along Esplanade Avenue, Cawston Avenue, and Seventh Street. On-site improvements will include 3.26-acres of open space amenities and connections to the proposed Class I Multi-Use Trail. The proposed modified development standards for the Project will accommodate flexibility in site planning and property development, while still upholding the intentions and goals of the Development Code by creating a cohesive neighborhood community. Therefore, the Project is found to be compliant with all the applicable provisions of the development code relating to both on-site and off-site improvements.

d. **Ensure compatibility of property uses within the zone and general neighborhood of the proposed development.**

The Project will include single-family residential uses and complementary recreational and open space areas. The combination of uses is generally considered compatible and will create a cohesive residential neighborhood. The development of the Class I Multi-Use Trail will continue the intent of creating an integrated trails network throughout the City and will serve as an amenity for residents nearby and within the development. The Project site is bound by residential uses.

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The surrounding land uses designations include: Specific Plan to the west, Low Density Residential to the north, Very Low Density Residential to the east, and City of Hemet to the south. Development surrounding the Project Site is planned to be of similar character, land use, and density. Therefore, the proposed Project is found to be compatible the zone and with the general neighborhood of the proposed development.

2. **The proposed project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, significantly increased amounts of landscaping and improved open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities [e.g., additional public art], LEED or other "green" related standards, etc.) than might otherwise occur from more typical development applications;**

The proposed Project includes 3.26-acres of common areas and recreational amenities. This includes play areas, turf / open space area, and picnic areas. The Project additionally proposes to construct a Class I Multi-Use Trail along Esplanade Avenue. This trail will include a meandering six (6) foot sidewalk, landscaped parkway located on both sides of the walkway, and proposed channel. This trail will connect to the internal pedestrian paths.

The architectural styles proposed will reflect styles farm style inspired. The Project, with its architectural styles, supporting landscape palette, open spaces, and monumentation, offers a development with excellence of design. The architectural styles include Spanish, Prairie, and Farmhouse for the future 419 dwelling units, accompanied by nine (9) color schemes. The incorporation of multiple styles and color options is intended to enhance visual interest while maintaining a unified aesthetic throughout the subdivision. In addition, the PDP proposes five (5) distinct floor plans, each offering three (3) elevation types. The design of the residential lots and variation in architecture creates a diverse community and avoids a monotonous appearance.

3. **Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;**

The Project Site is currently and has historically been used for agricultural purposes. Due to this fact, the environmental analysis of the Project Site included a Phase I Environmental Safety Assessment (Phase I ESA) to analyze any hazards that could result from development of the site. The Phase I ESA found that due to the historical use of this property for agricultural purposes dating back from at least 1930's, it is possible agricultural chemicals

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such as pesticides and fertilizers have likely been applied to crops grown on the Proposed Project Site. Through the adoption of the Mitigation and Monitoring Program within the Conditions of Approval for the Project, any hazards that could create a significant hazard to the public or the environment through the conversion of agricultural land to residential uses will be significantly reduced to create a safe, healthy environment. Additionally, plans for the proposed residential development will be required to be submitted and approved through Site Plan and Design Review process.

Additionally, the Zoning, Fire, and Building Codes will ensure that that the development of the project will meet applicable safety standards. Therefore, it is found that with the incorporation of the above mentioned Mitigation Measures, Conditions of Approval, and the requirements of the Zoning, Fire, and Building Codes will ensure the protection of the public health, safety and welfare.

4. **Proper on-site traffic circulation (e.g., pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zones, Allowable Land Uses, and Zone Specific Standards);**

The proposed Planned Development Permit incorporates a comprehensive internal circulation system designed to accommodate both vehicular and pedestrian traffic while ensuring adequate access for emergency response and public safety services. The Project has been reviewed for compliance with applicable City standards and the requirements of the City Engineer, Riverside County Fire Department, and Sheriff's Department.

The internal street network is designed to provide efficient circulation and connectivity throughout the Project site. Roadway widths, including minimum 24-foot fire access lanes where applicable, and turning radii have been designed to accommodate emergency vehicles, service vehicles, and passenger traffic. The interconnected street system enhances accessibility for fire suppression and law enforcement response.

Pedestrian circulation is supported through sidewalks, paseos, and connections to on-site parks and adjacent improvements, including the Class I multi-use trail along Esplanade Avenue. These features promote safe and convenient pedestrian movement throughout the community.

Based on the foregoing, the Project provides proper on-site traffic circulation and control for both vehicular and pedestrian movement and ensures protection for fire suppression and police services equal to or better than that which would be achieved through strict compliance with standard

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development requirements..

5. **The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;**

   The proposed Project Site is generally flat and is shaped to accommodate a proper lot layout. Section 17.620.020 of the Development Code states that the minimum lot size for a Planned Development Permit is 2 acres. The proposed Project site greatly exceeds this requirement and is 73.06-net acres. The proposed Project will provide an efficient use of land that will meet the purpose and intent of the Low Density Residential (LDR) General Plan land use designation by modifying the development standards to accommodate a 2-7 dwelling unit per acre development as required by the 2024 General Plan. Therefore, the subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development.

6. **Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare;**

   Adequate public services and facilities exist, or will be provided, to serve the proposed development. The Project has been reviewed by applicable City departments and service providers, including Public Works, Public Utilities, Sheriff's Department, and Riverside County Fire Department, to ensure that the development can be adequately served.

   Utility services, including potable water, wastewater, electricity, natural gas, telecommunications, and solid waste services, are available within the vicinity of the Project site or will be extended to serve the development. Eastern Municipal Water District has indicated its willingness and ability to provide water and wastewater service to the Project.

   The Project will be conditioned to ensure that all required infrastructure improvements are constructed and that service connections and applicable fees are provided prior to occupancy. Emergency access and response capabilities have been incorporated into the Project design and will be subject to review and approval by the appropriate agencies.

   Based on the foregoing, adequate public services and facilities exist, or will be provided, to serve the Project, and the proposed development will not result in a reduction of service levels to surrounding properties.

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7. **The proposed development, as conditioned, will not have a substantial adverse effect on surrounding property or their allowed use;**

   The proposed development will not have a substantial adverse effect on surrounding properties or their allowed uses. The Project is consistent with the General Plan and zoning designations of the surrounding area and represents a logical extension of existing and planned residential development.

   The Project has been designed to be compatible with adjacent uses through site planning, building placement, and the incorporation of landscaping, open space, and internal circulation. The transition from the Project site to surrounding properties is appropriate for the area, whether adjacent lands remain in agricultural use or develop in accordance with the General Plan.

   The Project is subject to Conditions of Approval and compliance with applicable Municipal Code requirements, including noise, lighting, and traffic standards, as well as the California Building Code and Fire Code. These requirements are intended to prevent nuisances and ensure that the development does not create adverse impacts on surrounding properties.

   Based on the foregoing, the proposed development, as conditioned, will not have a substantial adverse effect on surrounding property or their allowed use.

8. **If the development proposes to mix residential and commercial uses whether done in a vertical or horizontal manner, the residential use is designed in a manner that it is appropriately buffered from the commercial use and is provided sufficiently enhanced amenities to create a comfortable and healthy residential environment and to provide a positive quality of life for the residents. The enhanced amenities may include additional landscaping, additional private open space, private or separated entrances, etc;**

   The Project does not propose a mix of residential and commercial uses as the project does not include Commercial uses.

9. **The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection; and**

   This project will have the appropriate buffers such as exterior walls and perimeter landscaping to ensure that it will be compatible with any future land use whether it remains agricultural, develops with Residential, Commercial or a project that integrates both, in accordance with the General Plan.

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10. **The applicant agrees in writing to comply with any and all of the conditions imposed by the review authority in the approval of the Planned Development Permit.**

    The Applicant has agreed with all of the conditions imposed by the review authority prior to the issuance of any permits or recordation of any documents.

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General Notes, Requirements, and Conditions of Approval General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076

Approval Date: Tentative
Effective Date: Tentative
Expiration Date: Tentative

PROJECT LOCATION: West site of Cawston Avenue extending between Seventh Street and Esplanade Avenue
San Jacinto, CA APN: 432-260-009, 432-260-026, 432-260-027

APPLICANT: **Ramona Dairy, LLC**
Richard Micheal
2451 Ramona Expressway
San Jacinto, CA 92582

ACCEPTED AND AGREED TO BY: _____
Applicant (signature) Date

PROJECT DESCRIPTION

A General Plan Amendment from Very Low Density Residential to Low Density Residential; a Change of Zone from Rural Residential to Residential Low Density; approval of a Planned Development Permit and Tentative Tract Map 39076 to subdivide three parcels into 419 single-family residential lots on approximately 73.97 gross acres, including on-site roadways, parks, a detention basin, and landscaping.

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General Notes, Requirements, and Conditions of Approval General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076

General Requirements & Information

A. To the extent permitted by law the applicant/licensee shall by accepting these conditions agree to defend (with legal counsel of City's selection), indemnify, and hold harmless the City and its elected and appointed officials, agents, attorneys, employees and officers, from any action, claim or proceeding brought by any party other than the applicant/licensee against the City or its elected and appointed officials, agents, employees and officers to attack, set aside, void, or annul a discretionary land use approval of the City, which action is brought within the applicable statute of limitations. The required indemnification shall include damages awarded against the City, if any, costs of suit, attorneys' fees and other costs and expenses incurred in connection with the action. The City shall promptly notify the applicant/licensee of any such claim, action, or proceeding and cooperate fully in the defense.

B. The residential subdivision shall comply with all required development standards of the Development Code and the Planned Development Permit (PDP). When a conflict between the Development Code and the PDP exists, the PDP standards will supersede the Development Code

C. An SB 330 Preliminary Application was submitted for this development and became effective on March 31, 2025 (the "Vesting Date"), which is the date the applicant submitted a complete application pursuant to Government Code Section 65941.1. **The City will utilize the development standards and fees in effect on March 31, 2025**.

D. The residential subdivision shall comply with the Subdivision Map Act (Government Code Section 66410 et seq.) and Title 16 (Subdivisions) of the Municipal Code.

E. The effective date of Tentative Tract Map 39076 is ten (10) days following the approval date. The approval will lapse if a final map has not recorded within three (3) years from the date upon which the approval was granted. Unless a time extension is approved by the City's applicable review authority, applications for time extensions must be received prior to the expiration date. The filing of a final map for phase 1 of the Tentative Tract Map shall extend the life of the remaining portion of the Tentative Tract Map consistent with Government Code section 66452.6. The Tentative Tract Map may be recorded in phases in a manner consistent with the phasing map.

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F. The developer/applicant or successor in interest shall pay any outstanding planning application or processing fees within ten (10) days of City's request therefore and prior to permits being exercised. Failure to do so will be grounds for Code Enforcement actions, revocation, or further legal action.

G. The Project shall fully and continually comply with all applicable conditions of approval, State, Federal, and local laws in effect at the time the permit is approved and exercised, and which may become effective and applicable thereafter. Failure to do so will be grounds for Code Enforcement actions, revocation, or further legal action.

H. This permit shall run with the land associated to the project/permit and continues to be valid upon change of ownership. All applicable conditions of approval shall continue to apply with a change in property ownership.

I. All plans submitted to the City shall be in substantial conformance with the plans in this approval as conditioned. This condition applies to site plans, grading plans, landscape plans, building plans, elevations, and all other illustrations, text, or plans submitted to the City in connection with the Project.

J. The approved entitlement cannot be legally conducted on the subject property until all applicable conditions of approval have been met to the satisfaction of the Planning Department.

K. The applicant shall be subject to all applicable development fees. Such fees may include, but not be limited to Development Impact Fees, Park Fees, School Fees, Transportation Uniform Mitigation Fees, and Multiple Species Habitat Conservation Plan Fees.

L. Signs shall be permitted in accordance with Chapter 17.335 – Sign Regulations of the Development Code in effect on the Vesting Date. Any signs, including exterior-mounted, monument, and window signs, shall be subject to separate review and assessment. A separate sign application, including fees and additional sets of plans, will be necessary prior to sign permit issuance.

M. The City shall have the right to inspect the site and facilities to ensure compliance with the conditions of approval and to recover its actual costs related to such inspections from the property owner or tenant.

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N. Site Plan and Design Review (SPDR) for construction of the dwelling units shall ensure that all lumber scraps, combustible materials, and other debris be picked up daily, or more often as required by the Building and Safety Division.

O. All existing and new utilities adjacent to and on the Project site shall be located underground as per City of San Jacinto Municipal Code Section 15.32.

P. In the event of a conflict between any conditions for this approval, the most restrictive regulations shall apply.

Q. The contractor shall comply with the following best practices during the construction phase of the development.

- The erection (including excavation), demolition, alteration or repair of any building shall occur between the **hours** of seven a.m. and seven p.m. on weekdays and Saturdays, and between 9:00 a.m. and 6:00 p.m. on Sundays and holidays, except when such work complies with the terms of a temporary use permit which may be issued by the community development director or his or her designee, upon a showing of sufficient need due to hot or inclement weather, or the use of an unusually long process material, or other circumstances of unusual and compelling nature.
- During the entire active construction period, equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds), wherever feasible.
- During the entire active construction period, stationary noise sources shall be located as far from sensitive receptors as possible, and they shall be incorporated to the extent feasible.
- Select haul routes that avoid the greatest amount of sensitive use areas. Avoid soil hauling through residential areas.
- Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.

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- Equipment shall be maintained and operated such that loads are secured from rattling or banging.

R. A copy of all pages of these Conditions shall be included in the construction drawing packages for grading plans and building permits, including landscaping permits.

S. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level, or switch off back-up alarms and replace them with human spotters in compliance with all safety requirements and laws.

T. A grading permit shall be obtained from the City of San Jacinto prior to the commencement of any grading outside of the City-maintained Road right-of-way.

U. The Project is required to comply with San Jacinto Development Code Section 17.300.080 which requires all exterior lighting to be shielded or modified and located so as to eliminate spillover illumination or glare beyond the property line or upward into the sky.

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Engineering Department General Requirements & Information

V. With respect to the Conditions of Approval for the above referenced project, the City of San Jacinto requires that the developer/property owner provides the following street improvements and/or road dedications in accordance with the City of San Jacinto Municipal Code. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office. In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic impact Analysis, the most stringent in the opinion of the City shall prevail.

W. The project grading shall be in a manner to perpetuate existing natural patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

X. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

Y. The developer/property owner shall secure City's and appropriate agencies' clearances and approvals of the improvement plans.

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General Notes, Requirements, and Conditions of Approval
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Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Planning	1) The Final Map shall accurately depict the Typical Rear Yard sections within the PDP.	☐
Prior to Recordation of the Final Map Phase 1	Planning	2) The developer/applicant shall prepare CC&R's for City review and approval. The CC&R's shall include a provision for maintenance of the common spaces within the subdivision and shall include a provision allowing the increase of fees to ensure continued maintenance of all common and public areas in the event any assessment district is reduced or eliminated. A Homeowners Association (HOA) shall be established to enforce the CC&Rs, and to provide ongoing maintenance of the parking areas, park, basins and landscaped areas.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	3) A final map shall be filed for review and approval and shall be recorded.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	4) The developer/property owner shall have approved improvement plans, executed subdivision improvement agreement, and posted securities for the public improvements.	☐

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General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Engineering	5) A total of 52 feet (52') shall be dedicated for all interior streets within Phase 1 and will be privately maintained.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	6) A total of 56 feet (56') shall be dedicated for Street "A", a privately maintained street.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	7) A total of 80 feet (80') shall be dedicated for the Street "K" entry, a privately maintained street.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	8) Seventh Street is classified as a Major per the City General Plan. A 30-foot wide halfwidth right-of-way is currently dedicated along the property's northerly frontage. The developer/property owner shall dedicate the required additional 20 feet (20') of right-of-way to provide for a 50-foot wide halfwidth right-of-way.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	9) Cawston Avenue is classified as a Major per the City General Plan. A 30-foot wide halfwidth right-of-way is currently dedicated along the property's easterly frontage. The developer/property owner shall dedicate the required additional 20 feet (20') of right-of-way to provide for a 50-foot wide halfwidth right-of-way.	☐

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Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Engineering	10) Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	11) All easements and/or public street rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	12) The developer/property owner shall sign the consent and waiver form to join the City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.	☐
Prior to Recordation of the Final Map Phase 1	Engineering	13) The developer/property owner shall submit the following to the City Engineer for review and approval: • Street Improvement Plans • Street Light Plans prepared by a registered Electrical Engineer • Signing and Striping, Traffic Signal Plans as appropriate • Onsite Grading and Erosion Control Plans – Plans shall show the approved WDID No. • Geotechnical Report (for reference) • Sewer and Water Plans • Storm Drain Improvement Plans • Hydrology and Hydraulic Analysis • Final WQMP (for reference) including WDID No.	☐

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General Notes, Requirements, and Conditions of Approval
General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
		• Traffic Signal Plan The design shall comply with Eastern Municipal Water District (EMWD), Fire Department, Riverside County Flood Control and Water Conservation District (RCFCD), Riverside County Transportation Department, Caltrans, City of San Jacinto and ADA most recent standards, criteria, and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	
Prior to Recordation of the Final Map Phase 1	Engineering	14) The following statement shall be added to the Final Map: NOTICE OF DRAINAGE FEES – Notice is hereby given that this property is located in San Jacinto Valley Area Drainage Plan which was adopted by the City of San Jacinto pursuant to Ordinance 13-01 and Section 66001, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of San Jacinto prior to issuance of the building permit for a parcel, and that the property owner shall pay the fee required at the rate in effect at the time of issuance of the actual permit.	☐
Prior to Recordation of the Final Map Phase 1	Special Districts	15) Establish a funding mechanism for the maintenance of public improvements. • One such mechanism is annexation into the Public Facilities Maintenance Community Facilities District (CFD) is an option to fulfill the funding requirement for maintenance of public improvements. If a property owner opts to annex into a CFD, the annexation must be finalized in order to satisfy this condition.	☐

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Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 1)	Met?
Prior to Recordation of the Final Map Phase 1	Special Districts	16)Establish a funding mechanism for the public safety services. • One such mechanism is annexation into the Public Safety Community Facilities Districts (CFD) is an option to fulfill the funding requirement for public safety services. Funding of services under the City's CFDs will consist of an annual assessment based on the costs of such services, as determined by a City's Engineer's Estimate and established by tax zone.	☐

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 2)	Met?
Prior to Recordation of the Final Map Phase 2	Engineering	17)A final map for phase 2 shall be filed for review and approval and shall be recorded.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	18)The developer/property owner shall have approved improvement plans, executed subdivision improvement agreement, and posted securities for the public improvements.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	19)A total of 52 feet (52') shall be dedicated for all interior streets withing phase 2. Interior Streets will be privately maintained.	☐

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General Notes, Requirements, and Conditions of Approval
General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076

Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 2)	Met?
Prior to Recordation of the Final Map Phase 2	Engineering	20) Esplanade Avenue is classified as an Arterial per the City General Plan. A 56-foot wide halfwidth right-of-way is currently dedicated along the property's southerly frontage. The developer/property owner shall dedicate the required additional 17 feet (17') of right-of-way to provide for a 73-foot wide halfwidth right-of-way with Phase 2.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	21) Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	22) All easements and/or street rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	23) The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.	☐
Prior to Recordation of the Final Map Phase 2	Engineering	24) The developer/property owner shall submit the following to the City Engineer for review and approval: • Street Improvement Plans • Street Light Plans prepared by a registered Electrical Engineer • Signing and Striping, Traffic Signal Plans as appropriate • Onsite Grading and Erosion Control Plans – Plans shall show the	☐

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Timing	Responsible Department	Prior to Recordation of the Final Map (Phase 2)	Met?
		approved WDID No. • Geotechnical Report (for reference) • Storm Drain Improvement Plans • Hydrology and Hydraulic Analysis • Final WQMP (for reference) including WDID No. • Traffic Signal Plan The design shall comply with Eastern Municipal Water District (EMWD), Fire Department, Riverside County Flood Control and Water Conservation District (RCFCD), Riverside County Transportation Department, Caltrans, City of San Jacinto and ADA most recent standards, criteria, and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	
Prior to Recordation of the Final Map Phase 2	Engineering	25) The following statement shall be added to the Final Map: NOTICE OF DRAINAGE FEES – Notice is hereby given that this property is located in San Jacinto Valley Area Drainage Plan which was adopted by the City of San Jacinto pursuant to Ordinance 13-01 and Section 66001, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of San Jacinto prior to issuance of the building permit for a parcel, and that the property owner shall pay the fee required at the rate in effect at the time of issuance of the actual permit.	☐

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Timing	Responsible Department	Prior to a Specific Date	Met?
30-days Prior to Grading	Planning	26) **Mitigation Measure BIO-1**: Burrowing Owl Pre-Construction Surveys. The Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for burrowing owl on the Proposed Project Site (and including adjacent areas within 500 feet to the extent possible) within 30 days prior to construction. Methods for the pre-construction surveys shall be conducted as a one-day focused survey following the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP 2006). Following the survey, the Biologist shall prepare a Memorandum/Letter Report describing the methods and results of the survey for submittal to the City. If burrowing owl are observed, the Report shall also make recommendations for avoidance and minimization measures depending on the timing of construction and the location of the active burrow with respect to planned activities. If burrowing owl are observed, the Project Applicant (or their designee) shall contact the City to discuss avoidance and minimization options. During the breeding season (i.e., March 1 to August 31), restrictions shall be placed on construction activities in the vicinity of any active burrow until the burrow is no longer active, as determined by a qualified Biologist. The protective buffer shall be 500 feet (or as otherwise approved by the City) around the active burrow. The protective buffer shall be flagged clearly in the field, mapped as an "Environmentally Sensitive Area," and the maps provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. During the wintering season, an active burrow may be closed following CDFW-approved procedures with permission from the City. If the wintering burrow would not be directly impacted, a protective buffer of 160 feet (or as otherwise approved by the City) shall be placed around the burrow. The protective buffer shall be flagged clearly in the field, mapped as an "Environmentally Sensitive Area," and the maps	☐

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Timing	Responsible Department	Prior to a Specific Date	Met?
		provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. The Project Applicant shall not proceed with construction until the avoidance and minimization measures have been approved by the City and all appropriate protections are in place.	
Three days prior to Grading	Planning	27) **Mitigation Measure BIO-2**: Nesting Bird Survey. To the extent possible, vegetation removal will be conducted during the non-breeding season (September 12 to January 31) in order to minimize direct impacts on nesting birds and raptors. If construction activities would be initiated during the peak breeding season for nesting birds/raptors (February 1–June 30), a pre-construction survey will be conducted by a qualified Biologist within three days prior to the initiation of construction (including demolition of structures). The nesting bird/raptor survey area will include a buffer of 100 feet around the work area for nesting birds and a buffer of 500 feet around the work area for nesting raptors. This survey can be combined with the pre-construction burrowing owl survey described in MM BIO-1. If the Biologist does not find any active nests in or immediately adjacent to the impact area, construction activities can proceed. If the Biologist detects an active nest within or immediately adjacent to the construction area and determines that the nest may be impacted, or breeding activities substantially disrupted by increased activity around the nest, the Biologist will determine an appropriate protective buffer around the nest depending on the sensitivity of the species and the nature of the construction activity. The protective buffer shall be between 25 to 100 feet for nesting birds and 300 to 500 feet for nesting raptors. No work will be allowed within the protective buffer until nesting activity has ended, as determined by a qualified Biologist. Any protective buffers will be flagged clearly in the field, mapped as “Environmentally Sensitive Areas,” and the	☐

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General Notes, Requirements, and Conditions of Approval General Plan Amendment, Change of Zone, Planned Development Permit, and Tentative Tract Map 39076

Timing	Responsible Department	Prior to a Specific Date	Met?
		maps provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. Construction can proceed within the protective buffer when the qualified Biologist has determined that the nest is no longer active (i.e., fledglings have left the nest, or the nest has failed).	

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	28) A grading permit shall be obtained from the City of San Jacinto prior to the commencement of any grading outside of the City-maintained road right-of-way.	☐
Prior to Issuance of Grading Permit	Planning	29) A copy of all pages of these Conditions shall be included in the construction drawing packages for grading plans.	☐
Prior to Issuance of Grading Permit	Planning	30) All imported soils/fill shall be tested to ensure Contaminants of Concern (COC's) meet the applicable screening levels as outlined in DTSC's Preliminary Endangerment Assessment Guidance Manual. The applicant/developer shall provide the following to the Planning Department for review: a. Report of testing performed. b. Documentation of the origins of the soil/fill material, if applicable, sampling be conducted to ensure that the imported soil/fill material are suitable for the intended land use. c. The soil sampling should include analysis based on the source of the soil/fill and knowledge of prior land use.	☐
Prior to Issuance of Grading Permit	Planning	31) **Mitigation Measure BIO-3.** Western Riverside County Regional Conservation Authority Multiple Species Habitat Conservation Plan (MSHCP) Fee. Prior to the issuance of a grading permit, the Project Applicant shall pay the MSHCP mitigation fee as directed by the City of San Jacinto based on the most current rates.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	32) **Mitigation Measure BIO-4.** MSHCP Construction Minimization Measures. The Project Applicant and their designee (i.e., Construction Contractors) shall follow required MSHCP Construction Minimization Measures (Section 7.5.3 of the MSHCP). Applicable construction minimization measures are listed below. Plans for water pollution and erosion control will be prepared for all Discretionary Projects involving the movement of earth in excess of 50 cubic yards. The plans will describe sediment and hazardous materials control, dewatering or diversion structures, fueling and equipment management practices, use of plant material for erosion control. Plans will be reviewed and approved by the City prior to construction. Timing of construction activities will consider seasonal requirements for breeding birds and migratory non-resident species. Habitat clearing will be avoided during species active breeding season defined as March 1 to June 30. Sediment and erosion control measures will be implemented until such time soils are determined to be successfully stabilized.	☐
Prior to Issuance of Grading Permit	Planning	33) **Mitigation Measure CUL-1.** Archaeological Monitor. The Project proponent shall retain a Project Archaeologist prior to the initiation of ground-disturbing activities to monitor ground-disturbing activities occurring within native sediment (in situ material). In the event that archaeological resources are discovered at the Proposed Project Site, the handling of the discovered resources shall occur, as described below. All artifacts discovered shall be inventoried and analyzed by the Project Archaeologist. If any artifacts of Native American	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		origin are discovered, all activities in the immediate vicinity of the find (within a 50-foot radius) shall stop, and the Project Archaeologist shall notify the property owner and tribes identified by the NAHC as being affiliated with the area. The Project Archaeologist and Tribal Representative will analyze the Native American artifacts for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement, and function, as deemed possible. The significance of Native American resources shall be evaluated in accordance with the provisions of CEQA and shall consider the religious beliefs, customs, and practices of the affiliated tribes. All items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling. Non-Native American artifacts shall be inventoried, assessed, and analyzed for cultural affiliation, personal affiliation (prior ownership), function, and temporal placement. After analysis and reporting, these artifacts shall be subjected to curation or returned to the property owner, as deemed appropriate. Once grading activities have ceased or the Project Archaeologist, in consultation with the lead agency and Tribal Representative, determines that monitoring is no longer necessary, monitoring activities can be discontinued. A report of findings, including an itemized inventory of recovered artifacts, shall be prepared upon completion of the steps outlined above. A copy of the report shall also be filed with the EIC.	

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	34) **Mitigation Measure CUL-2.** Discovery of Human Remains. All discovered human remains shall be treated with respect and dignity. California State law (California Health & Safety Code Section 7050.5) and federal law and regulations ([Archaeological Resources Protection Act 16 United States Code (USC) 470 & 43 Code of Federal Regulations (CFR) 7], [Native American Graves Protection & Repatriation Act 25 USC 3001 & 43 CFR 10] and [Public Lands, Interior 43 CFR 8365.1–7]) require a defined protocol if human remains are discovered in the State of California regardless of whether the remains are modern or archaeological in origin. If human remains, grave goods, ceremonial items, and/or sacred items are encountered, work will immediately halt within the immediate area and any nearby area reasonably suspected to overlie adjacent remains, and a 100-foot ESA boundary will be established to protect the find from impact, and the Soboba Band of Luiseno Indians and the City of San Jacinto Planning Division shall be immediately notified. In accordance with Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5(e), if human remains are found, the Riverside County Coroner's office shall be notified by the permittee within 24 hours of the discovery. County Coroner's determination regarding the origin of the remains and any required notification is described in Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5(e). No further excavation or disturbance of the potential human remains, or any area reasonably suspected to overlie additional remains, shall occur until a determination has been made, any notifications have been sent and received, and the Riverside County Coroner's Office has cleared the site.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	35) **Mitigation Measure GEO-1**. Paleontological Treatment Plan. In the event that potential paleontological resources are discovered during ground-disturbing activities, work will stop in that area and within 30 feet of the find until a qualified paleontologist can assess the significance of the find and, if necessary, develop appropriate treatment measures. Treatment measures may include monitoring by a qualified paleontologist during construction-related ground- disturbing activities. The monitor will retain the option to reduce monitoring if it is determined that the sediments were previously disturbed. Monitoring may also be reduced if potentially fossiliferous units are not present or, if present, are determined to have a low potential to contain fossil resources. The monitor will be equipped to salvage fossils and samples of sediments as they are unearthed and will be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Recovered specimens will be prepared to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. Specimens will be curated into a professional, accredited museum repository with permanent retrievable storage. A report of findings, with an appended itemized inventory of specimens, will be prepared and will signify completion of the mitigation.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	36) **Mitigation Measure TCR-1:** Prior to grading permit issuance, the developer shall enter into a Treatment and Disposition Agreement (TDA) with the Soboba Band of Luiseño Indians to address treatment and disposition of archaeological, or Tribal Cultural Resources and human remains associated with the Soboba Band of Luiseño Indians that may be uncovered or otherwise discovered during ground-disturbing activities related to the project, if monitoring deemed necessary by Soboba Band of Luiseño Indians. The TDA will establish provisions for tribal monitoring and shall be submitted to the Planning Division once it has been executed.	☐
Prior to Issuance of Grading Permit	Planning	37) If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine the identity of and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD must complete the inspection within 48 hours of being granted access to the site. If human remains, grave goods, ceremonial items, and/or sacred items are encountered, work will immediately halt within the immediate area and any nearby area reasonably suspected to overlie adjacent remains, and a 100-foot ESA boundary will be established to protect the find from impact, and the Soboba Band of Luiseno Indians and the City of San Jacinto Planning Division shall be immediately notified. In accordance with Section 7050.5 of the California Health and Safety Code and State CEQA Guidelines Section 15064.5(e), if human remains are found, the Riverside County Coroner's office shall be notified by the permittee within 24 hours of the discovery. County Coroner's determination regarding the origin of the remains and any required notification is described in Section 7050.5 of the California Health and	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		Safety Code and State CEQA Guidelines Section 15064.5(e). No further excavation or disturbance of the potential human remains, or any area reasonably suspected to overlie additional remains, shall occur until a determination has been made, any notifications have been sent and received, and the Riverside County Coroner's Office has cleared the site.	
Prior to Issuance of Grading Permit	Planning	38) The Migratory Bird Treaty Act (MBTA) prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service. The list of migratory bird species protected by the law is primarily based on bird families and species included in the four international conservation treaties that the U.S. entered into with Canada in 1916, Mexico in 1936, Japan in 1972, and Russia in 1976. The list of birds protected under the law can be found under Title 50 Part 10.13 of the Code of Federal Regulations. Additionally, California Fish and Game Code Section 3503.5 states that it is "unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." California Fish and Game Code Section 3511 prohibits the taking of any bird listed as fully protected and Section 3515 states that is it unlawful to take any non-game migratory bird protected under the MBTA.	☐
Prior to Issuance of Grading Permit	Planning	39) A copy of all pages of these Conditions shall be included in the construction drawing packages for grading plans.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	40) The proposed site design BMPs selected for this project have been approved in concept. The project shall submit a Final Addendum WQMP including plans and details providing the elevations and slopes of the three bioretention basins and other details for the proposed structural BMPs. The Public Works Department shall review and approve the Final WQMP document, plans and details. The Public Works Department shall review and approve the Final WQMP document, plans and details.	☐
Prior to Issuance of Grading Permit	Planning	41) The development shall be subject to all provisions of City of San Jacinto Municipal Code Chapter 13.44, which establishes Urban Stormwater Runoff Management and discharge controls to improve Water Quality and comply with Federal/State Regulations and any subsequent amendments, revisions or ordinances pertaining thereto.	☐
Prior to Issuance of Grading Permit	Planning	42) A Final Water Quality Management Plan (WQMP) shall be submitted and approved, including a project description, and identifying Best Management Practices (BMPs) that will be used on-site to reduce pollutants into the storm drain system to the maximum extent practicable. The Water Quality Management Plan shall identify the structural and non-structural measures consistent with the City's adopted requirements.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Planning	43) The developer/applicant or successor in interest shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Discharger's Identification Number) shall be submitted to the City for coverage under the National Pollutant Discharge Elimination System General Construction Permit. **The applicant/developer shall provide documentation to the City for review.**	☐
Prior to Issuance of Grading Permit	Planning	44) The contractor shall provide a letter that agreeing to follow the City's General Plan and Noise Ordinance. In addition, the letter shall indicate the contractor shall implement the following best practices during the construction phase of the development. a. Limit construction to the daytime hours (7:00 AM to 7:00 PM) and prohibit construction on Sundays and holidays. b. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction on days and hours, as well as telephone numbers of the City's and contractor's authorized representative that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report to the City.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		c. During the entire active construction period, equipment and trucks used for the project construction shall utilize the best available noise control techniques (e.g., improved mufflers, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds), wherever feasible. d. During the entire active construction period, stationary noise sources shall be located as far from sensitive receptors as possible, and they shall be incorporated to the extent feasible. e. Select haul routes that avoid the greatest amount of sensitive use areas. Avoid soil hauling through residential areas. f. Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes. g. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which, automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace them with human spotters in compliance with all safety requirements and laws. h. No radios or other sound equipment shall be used at this site unless required for emergency response by the contractor. i. The City shall require the developer to require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random	

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
		field inspections by applicant personnel during construction activities. j. Equipment not in use for five minutes shall be shut off. k. Equipment shall be maintained and operated such that loads are secured from rattling or banging. l. Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment. **The applicant / developer shall provide a letter from the contractor agreeing to implement this condition.**	
Prior to Issuance of Grading Permit	Building & Safety / Planning	45) The developer shall comply with the following requirements to the satisfaction of the Building & Safety Division: a. The site shall be watered on an on-going basis to control dust during construction and grading. b. There shall be regular street sweeping and clean up of adjacent streets to minimize the amount of dust put into the air from motor vehicle travel. c. Mud and dirt shall be removed from construction equipment and vehicles prior to leaving the site to ensure they do not spread dirt into the street. An energy conservation plan showing compliance with Title 24 (Building Standards) of the California Administrative Code shall also be provided.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Building & Safety / Planning	46) Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sandbags shall be used to capture and hold eroded material on the project site for future cleanup.	☐
Prior to Issuance of Grading Permit	Building & Safety / Planning	47) All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the project site during future construction activities.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Building & Safety / Planning	48) Prior to and during grading and construction, should an accidental release of a hazardous material occur, the following actions will be implemented: a. Construction activities in the immediate area will be immediately stopped; appropriate regulatory agencies will be notified; immediate actions will be implemented to limit the volume and area impacted by the contaminant; the contaminated material, primarily soil, shall be collected and removed to a location where it can be treated or disposed of in accordance with the regulations in place at the time of the event; b. Any transport of hazardous waste from the property shall be carried out by a registered hazardous waste transporter; and testing shall be conducted to verify that any residual concentrations of the accidentally released material are below the regulatory remediation goal at the time of the event. All of the above sampling or remediation activities related to the contamination will be conducted under the oversight of Riverside County Certified Unified Program Agency (CUPA) Site Mitigation Unit (SMU). All of the above actions shall be documented and made available to the appropriate regulatory agencies prior to closure (a determination of the regulatory agency that a site has been remediated to a threshold that poses no hazard to humans) of the contaminated area.	☐
Prior to Issuance of Grading Permit	Engineering	49) The developer/property owner shall have approved grading and improvement plans, executed grading agreement as directed by the City Engineer, and posted securities.	☐

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Timing	Responsible Department	Prior to Issuance of Grading Permit	Met?
Prior to Issuance of Grading Permit	Engineering	50) The developer/property owner shall submit the following plans and reports to the City Engineer for review and approval: a. Onsite Grading and Erosion Control Plans – Plans shall show the approved WDID No. b. Geotechnical Report (for reference) c. Storm Drain Improvement Plans d. Hydrology and Hydraulic Analysis e. Final WQMP (for reference) including WDID No. f. Traffic Signal Plan The design shall comply with, RCFCD, and City of San Jacinto, and ADA most recent standards, criteria, and requirement and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	☐

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Timing	Responsible Department	Prior to Issuance of Building Permit (Phase 1)	Met?
Prior to Issuance of Building Permits of Phase 1	Planning	51) The applicant shall demonstrate compliance with SCAQMD rules, Rule 201 – Permit to Construct and Rule 203 – Permit to Operate by obtaining the proper permits from SCAQMD. The applicant/developer shall provide documentation that these permits were obtained.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	52) All plans submitted shall be in substantial conformance to the approved Planned Development Permit and Tentative Tract Map. This condition applies to site plans, grading plans, landscape plans, building plans, elevations, and all other illustrations, text, or plans submitted to the City in connection with the project.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	53) Grading and public improvements shall be installed in accordance with city standards and specifications.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	54) Building permit plans shall be substantially consistent with plans approved through this entitlement, as determined by City Planning.	☐

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Prior to Issuance of Building Permits of Phase 1	Planning	55)A Site Plan & Design Review plan shall be submitted and approved by the City. The design review shall be consistent with the Residential Development Design Regulations (Section 17.425.020) and other relevant sections of the Development Code. At a minimum it should consist of: a. A precise grading plan with the plotting of homes, setbacks from property lines, paved areas, slopes, etc.; b. Floor plans; c. Architectural elevations (in color) of all sides; d. Typical front yard landscaping; e. Entry monumentation, and parkway landscape treatments; f. Wall and Fence Plan that includes a decorative block wall around the perimeter of the project and interior fencing; and g. Common mailbox architectural treatment h. Elevations of houses facing Esplanade Avenue, Cawston Avenue, and 7th Street shall be enhanced.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	56)**Mitigation Measure HAZ-1.** Asbestos Containing Materials Survey. Prior to the disturbance of any suspect Asbestos Containing Materials (ACMs) during construction or demolition activities at the Proposed Project Site, a comprehensive survey shall be required to sample materials on-site and confirm the presence or absence of ACMs. If such materials are identified and need to be disturbed, repaired, or removed, a licensed abatement contractor shall be consulted further.	☐

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Prior to Issuance of Building Permits of Phase 1	Planning	57) **Mitigation Measure HAZ-2.** Methane Testing. Prior to the issuance of building permits, methane testing shall be conducted by a licensed engineer, geologist, or registered environmental assessor, and as necessary, shall include measures to reduce concentrations of methane to an acceptable level.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	58) The developer/applicant or successor in interest shall record a "Water Quality Management Plan and Urban Runoff BMP Transfer Access and Maintenance Agreement," to provide public notice of the requirement to implement the approved Final project-specific WQMP and the maintenance requirements associated with the WQMP. The developer/applicant or successor in interest shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit: Field verification that structural Site Design, Source Control, and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP). City WQMP Inspector will be notified for required inspections during construction.	☐
Prior to Issuance of Building Permits of Phase 1	Planning	59) Submit a detailed landscape and irrigation plan for review and approval. The landscape plans shall be prepared by a licensed landscape architect in conformance with Chapter 17.325 – Water Efficient Landscape and Irrigation and Section 17.325.060 – Landscape and Irrigation Submittal Package Requirements of the Development Code and the City Landscape Design Guidelines for review and approval by the City Landscape Architect. Plans should be submitted at least 30 days prior to the expected date of permit issuance. The Landscape and Irrigation Submittal Package shall include: a. A completed application packet provided by the City; b. The Water Efficient Landscape Worksheet, including the MAWA	☐

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		and ETWU; Note the ETo rate for San Jacinto is 56.8 per State guidelines. c. The soils management report; d. The landscape design plan; e. The irrigation design plan; f. The grading plan.	
Prior to Issuance of Building Permits of Phase 1	Planning	60) Submit a Fence and Wall Plan for review that shows the following: a. The developer will work with any adjacent property owners to remove existing walls/fencing (double walls are not permitted). b. The developer will show on the plans how they will connect to the existing wall located to the west. Proposed wall should be similar in color, material, pilaster size, and caps.	☐
Prior to Issuance of Building Permits of Phase 1	Building & Safety	61) The contract with demolition and construction contractors shall include the requirement that all materials that can be recycled shall be salvaged and recycled. This includes, but is not limited to, wood, metals, concrete, road base, and asphalt. The developer shall submit a recycling plan to the City for review and approval prior to the start of demolition/construction activities to accomplish this objective.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	62) Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and be approved prior to installation. Reference	☐

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Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	63) Phased Construction Access and Water Supply: If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Reference CFC as amended.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	64) Fire and Life Safety Requirements - Final fire and life safety conditions will be addressed when the Fire Department reviews any subsequent submittals. These conditions will be based on California Fire Code (CFC), California Building Code (CBC), and related codes/standards adopted and amended at the time of construction plan submittal.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	65) Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to the Fire Department to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow. Reference CFC 507.3 as amended. **Will Serve Letters from the responsible water purveyor are required prior to a map recordation.**	☐

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Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	66) Fire Protection Water Supplies/Hydrants – The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the CFC Appendix C. Fire hydrants shall be located no more than 600 feet from all portions of the exterior of the building along an approved route from a fire apparatus access road. Where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided as spacing not to exceed 1000 feet along streets for transportation hazards. The size and number of outlets required for the approved fire hydrants are 4" x 2 ½". Final fire hydrant locations shall be determined during the fire water plan review. Reference CFC as amended.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	67) Tract Water Plans – If fire hydrants are required to be installed, applicant/developer shall furnish the water system fire hydrant plans to Fire Department for review and approval prior to building permit issuance. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval. Reference CFC as amended.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	68) Fire Department Access - Fire apparatus access roads shall be provided within 300 feet of all exterior portions of buildings, unless otherwise approved by the Fire Department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road is 38 feet outside radius and 14 feet inside radius. The construction of the fire apparatus access roads shall be all weather and capable of sustaining 75,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 16 percent and the cross slope shall not	☐

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		exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Riverside County Fire Department Policies and Standards. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Riverside County Fire Department Standards.	
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	69) Fire Department Access Turn Around - Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with a bulb turnaround at the terminus measuring a minimum of 38 feet outside radius and 14 feet inside radius. Parallel parking around the perimeter of the bulb is acceptable provided the bulb outside turning radius is increased by 8 feet. In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the "T" dimension is 120 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards.	☐

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Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	70) Secondary Access - Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access shall be required by the Fire Department. Secondary access fire apparatus access roads shall provide independent egress/access for the area, as approved by the Fire Department. Secondary access fire apparatus access roads shall be as remote as practical from the primary fire apparatus access road to reduce the possibility that both routes will be obstructed by a single emergency. Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access may be required by the Fire Department. Reference CFC as amended and Riverside County Fire Department Policies and Standards.	☐
Prior to Issuance of Building Permits of Phase 1	Riverside County Fire Department	71) Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Reference CFC as amended.	☐
Prior to Issuance of Building Permits of Phase 1	Engineering	72) The developer/property owner shall submit to Building and Safety a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report and the pad elevation certification from the Civil Engineer in compliance with the approved Precise Grading Plan.	

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Timing	Responsible Department	Prior to Acceptance of Public Improvements (Phase 1 and 2)	Met?
Prior to Acceptance of Public Improvements	Special Districts	73) Developer will ensure that funds are available for maintenance, in the event that improvements are completed, and ready for City takeover, PRIOR to levy collection. a. The first installment of collected assessments is paid to the City in January of each year. In the event that takeover is requested before the first installment is paid to the City, the Developer will either: i. Pay an advancement of funds for the months included from takeover to collection (amount to be set by cost estimate at annexation) OR ii. Continue to maintain improvements until City has acquired enough funds to sustain maintenance or until first assessment installment is received, whichever is first.	☐
Prior to Acceptance of Public Improvements	Special Districts	74) Upon acceptance and City take-over, developer will ensure that a minimum of one-year warranty is in place for landscape, irrigation, and basin integrity, inclusive pumps and mechanical equipment used for the maintenance of the improvements taken over.	☐
Prior to Acceptance of Public Improvements	Special Districts	75) Parks and associated facilities shall be inspected by a Certified Access Specialist through the Division of the State Architect ensuring compliance with applicable state and federal construction-related accessibility standards. A copy of the disability access inspection certificate and the CASp inspection report shall be provided to the City. Any accessibility barriers documented will need to be remedied prior to acceptance of the park by the City	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Planning	76) The developer/applicant or successor in interest shall submit the following items for the landscape and irrigation development and maintenance: The signed Landscape Certificate of Completion pursuant to Section 17.325.070– Certificate of Completion of the Development Code; The irrigation scheduling pursuant to Section 17.325.080 – Irrigation Scheduling of the Development Code; The Landscape and Irrigation Maintenance Schedule pursuant to Section 17.325.090 – Landscape and Irrigation Maintenance Schedule of the Development Code; and The Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis pursuant to Section 17.325.100 — Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis of the Development Code. Pursuant to Section 17.325.150 – Maintenance of the Development Code, all installed landscaping and irrigation systems shall be continually maintained. Maintenance shall consist of regular watering, mowing, pruning, fertilizing, clearing of debris and weeds, monitoring for pests and disease, the removal and timely replacement of dead plants, and the repair and timely replacement of irrigation systems, and integrated architectural features.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Planning	77) The subdivider shall pay a fee for neighborhood and community park and recreation purposes according to the standards and formula contained in Title 16 – Subdivision Code, as applicable to each phase contemplated by the a final map.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Planning	78) The developer shall pay all required Development Impact Fees (DIF) for parkland acquisition, parkland development, and park facilities in effect on the Vesting Date prior to the issuance of a certificate of occupancy or final inspection.at the time of permit issuance for each home. Upon the City's acceptance of the completed parks, the developer will receive a refund of the applicable fees pursuant to Title 16 of the Municipal Code. The amount of the refund shall not exceed the actual cost of the parkland acquisition, parkland development, and park facilities, nor shall it exceed the amount of the fees initially paid. No cross-category credit or refund shall be provided. The developer must provide documentation to the City demonstrating that the refunds do not exceed the actual costs incurred.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Building & Safety	79) The City has adopted Traffic Signal Mitigation Fees and the Transportation Uniform Mitigation Fee (TUMF) program. This Project shall be subject to payment of these fees prior certificate of occupancy unless exempted by the ordinance establishing the TUMF program. The fees shall be subject to the provisions of the enabling ordinance and based upon the fee schedule in effect upon the issuance of a certificate of occupancy or final inspection.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Building & Safety	80) Specific addresses for each building shall be provided to make such number plainly visible from the public street, avenue, court, or alley upon which property fronts, and shall be contrasting color and background.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	81) The following items need to be approved: a. Approved WDID No. b. Geotechnical Report (for reference) c. Storm Drain Improvement Plans	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
		d. Hydrology and Hydraulic Analysis e. Final WQMP (for reference) including WDID No. The design shall comply with, RCFCD and City of San Jacinto most recent standards, criteria, and requirement and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	82) Construct all interior streets within Phase 1. Interior Streets shall be private with a full width of 52 feet to provide for 36 feet asphalt paving (using TI of 5.5 and PG 64-10), curb and gutter at 18 feet on both sides of centerline, an 8-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards. A 24-foot wide access shall be provided for Fire access at all times. Street parking shall be restricted to one side of the street.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	83) Construct Street "A" from 7th Street to the southern edge of Street L. Street A shall be private with a full width of 56 feet improved to provide for 36 feet asphalt paving (using TI of 5.5 and PG 64-10) , curb and gutter at 18 feet on both sides of centerline, a 10-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards. A 24-foot wide access shall be provided for Fire at all times. Street parking shall be restricted to one side of the street.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	84) Construct Street "K" from Cawston Avenue to the western edge of Street "A". Street K shall be private with a full width of 80 feet improved to provide for 40 feet asphalt paving (using TI of 5.5 and PG 64-10) , curb and gutter at 20 feet on both sides of centerline, a 20-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	85) Seventh Street shall be improved to provide for a 50-foot wide halfwidth right-of-way, asphalt paving (using a TI of 9.0 and PG 70-10), 8-inch curb and gutter 32 feet south of centerline, a Class II: Buffered Bike Lane per the City of San Jacinto Trails Master Plan, and an 18-foot wide parkway consisting of landscaping, a 6-foot sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards. If the existing pavement is in good condition the developer/property owner may use grind and overlay technique as determined by the City Engineer.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	86) Cawston Avenue shall be improved to provide for a 50-foot wide halfwidth right-of-way, asphalt paving (using a TI of 9.0 and PG 70-10), 8-inch curb and gutter 32 feet west of centerline, a Class II: Buffered Bike Lane per the City of San Jacinto Trails Master Plan, and an 18-foot wide parkway consisting of landscaping, a 6-foot sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards. If the existing pavement is in good condition the developer/property owner may use grind and overlay technique as determined by the City Engineer.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	87) This Property is located in the San Jacinto Valley Area Drainage Plan which was adopted by the City of San Jacinto pursuant to Ordinance 13-01 and Section 66001, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees applicable to each phase shall be paid to the City of San Jacinto prior to certificate of occupancy of the 1st building permit for the phase, and that the property owner shall pay the fee required at the rate in effect at the upon the issuance of a certificate of occupancy or final inspection	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	88) All residential driveways shall be constructed per County of Riverside Standard No. 207.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	89) All sidewalks shall comply with Riverside County Standard 401.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	90) Curb ramps shall include truncated domes per Riverside County Standard 403.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	91) The detention basin on Lot "A" is proposed to be maintained by the City. The basin shall be constructed per City of San Jacinto and Riverside County Flood Control and Water Conservation District (RCFCD) standards and design guidelines. To dewater the basin, a sump pump and force main is required. The developer purposes to pump nuisance flows to a bubble-up structure in the Seventh Street right-of-way just west of Anza Trail. From there, the storm water would flow through the gutter to a catch basin at Serrano Street where it would be collected and discharged into a detention basin constructed with the Esplanade Specific Plan. The entire system, including the Esplanade Specific Plan basin, must be accepted by the City for maintenance prior to the issuance of the 1st occupancy permit for this development.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	92) The developer shall provide water and sewer services to each lot in accordance with the requirements of the appropriate utility purveyor. This development is within the City of San Jacinto sewer service area, and the EMWD water service area. Water and sewer improvements shall be designed and installed per EMWD Standards.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	93) Existing power poles with cables 66kV and under along the alley shall be removed and cables undergrounded. Poles with cables over 66kV shall be relocated as necessary, but other utilities on the pole must be undergrounded. Provide an undergrounding of utilities study by a utility consultant/electrical engineer analyzing and determining the extent of conformance.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	94) The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer if applicable.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	95) Development must comply with Storm Water Basin & Pump Specifications and Standards. Privately maintained storm water and water quality systems will be required to submit an Irrevocable Offer of Dedication for the basin lot.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	96) Development must comply with Landscape and Irrigation Design Guidelines.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase1)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	97) Landscape improvements shall include irrigation meters and backflow devices with tampering preventive cage, exclusive for right- of-way landscaping. Right-of-way landscaping must be divided from private property by form or mow-curb or other approved materials.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Special Districts	98) Landscape areas in the right-of-way shall include an independent irrigation control system, with separate electric meter, exclusive for right-of-way landscaping. Cal-Sense version approved by the Public Utilities Superintendent is required for City maintained irrigation areas. (Must be operational and certified by Cal-Sense).	☐

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Timing	Responsible Department	Prior to Issuance of Building Permits (Phase 2)	Met?
Prior to Issuance of Building Permits of Phase 2	Planning	99)All Phase 1 Conditions of Approval Prior to Occupancy Conditions are required to be completed.	☐
Prior to Issuance of Building Permits of Phase 2	Planning	100) All required infrastructure including, streets, basins and landscape setbacks, shall be complete to the satisfaction of the Planning Division and the City Engineer.	☐
Prior to Issuance of Building Permits of Phase 2	Planning	101) The applicant shall submit a revised plot plan that clearly illustrates all required setbacks measured from the property lines. a. The minimum setback from the property line to the garage shall be no less than twenty (20) feet. b. The applicant shall identify rear elevations that face the public right-of-way and show how they will be architecturally enhanced.	☐
Prior to Issuance of Building Permits of Phase 2	Planning	102) A Site Plan & Design Review plan shall be submitted and approved by the City. The design review shall be consistent with the Residential Development Design Regulations (Section 17.425.020) and other relevant sections of the Development Code. At a minimum it should consist of: a. A precise grading plan with the plotting of homes, setbacks from property lines, paved areas, slopes, etc.; b. Floor plans;	☐

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Timing	Responsible Department	Prior to Issuance of Building Permits (Phase 2)	Met?
		c. Architectural elevations (in color) of all sides; d. Typical front yard landscaping; e. Entry monumentation, and parkway landscape treatments; f. Wall and Fence Plan that includes a decorative block wall around the perimeter of the project and interior fencing; and g. Common mailbox architectural treatment h. Elevations of houses facing Esplanade Avenue, Cawston Avenue, and 7th Street shall be enhanced.	

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Timing	Responsible Department	Prior to Issuance of Building Permits (Phase 2)	Met?
Prior to Issuance of Building Permits of Phase 2	Planning	103) Submit a detailed landscape and irrigation plan for review and approval. The landscape plans shall be prepared by a licensed landscape architect in conformance with Chapter 17.325 – Water Efficient Landscape and Irrigation and Section 17.325.060 – Landscape and Irrigation Submittal Package Requirements of the Development Code and the City Landscape Design Guidelines for review and approval by the City Landscape Architect. Plans should be submitted at least 30 days prior to the expected date of permit issuance. The Landscape and Irrigation Submittal Package shall include: a. A completed application packet provided by the City; b. The Water Efficient Landscape Worksheet, including the MAWA and ETWU; Note the ETo rate for San Jacinto is 56.8 per State guidelines. c. The soils management report; d. The landscape design plan; e. The irrigation design plan; f. The grading plan.	☐
Prior to Issuance of Building Permits of Phase 2	Planning	104) Submit a Fence and Wall Plan for review that shows the following: a. The developer will work with any adjacent property owners to remove existing walls/fencing (double walls are not permitted). b. The developer will show on the plans how they will connect to the existing wall located to the west. Proposed wall should be similar in color, material, pilaster size, and caps.	☐

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Timing	Responsible Department	Prior to Issuance of Building Permits (Phase 2)	Met?
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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Planning	106) The developer/applicant or successor in interest shall submit the following items for the landscape and irrigation development and maintenance: • The signed Landscape Certificate of Completion pursuant to Section 17.325.070– Certificate of Completion of the Development Code; • The irrigation scheduling pursuant to Section 17.325.080 – Irrigation Scheduling of the Development Code; • The Landscape and Irrigation Maintenance Schedule pursuant to Section 17.325.090 – Landscape and Irrigation Maintenance Schedule of the Development Code; and • The Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis pursuant to Section 17.325.100 — Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis of the Development Code. Pursuant to Section 17.325.150 – Maintenance of the Development Code, all installed landscaping and irrigation systems shall be continually maintained. Maintenance shall consist of regular watering, mowing, pruning, fertilizing, clearing of debris and weeds, monitoring for pests and disease, the removal and timely replacement of dead plants, and the repair and timely replacement of irrigation systems, and integrated architectural features.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Planning	107) The developer shall pay all required Development Impact Fees (DIF) for parkland acquisition, parkland development, and park facilities in effect on the Vesting Date prior to the issuance of a certificate of occupancy or final inspection.at the time of permit issuance for each home. Upon the City's acceptance of the completed parks, the developer will receive a refund of the applicable fees pursuant to Title 16 of the Municipal Code. The amount of the refund shall not exceed the actual cost of the parkland acquisition, parkland development, and park facilities, nor shall it exceed the amount of the fees initially paid. No cross-category credit or refund shall be provided. The developer must provide documentation to the City demonstrating that the refunds do not exceed the actual costs incurred.	
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Building & Safety	108) The City has adopted Traffic Signal Mitigation Fees and the Transportation Uniform Mitigation Fee (TUMF) program. This Project shall be subject to payment of these fees prior certificate of occupancy unless exempted by the ordinance establishing the TUMF program. The fees shall be subject to the provisions of the enabling ordinance and based upon the fee schedule in effect upon the issuance of a certificate of occupancy or final inspection.	
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Building & Safety	109) Specific addresses for each building shall be provided to make such number plainly visible from the public street, avenue, court, or alley upon which property fronts, and shall be contrasting color and background.	

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	110) Construct all interior streets within Phase 2. Interior Streets shall be private with a full width of 52 feet to provide for 36 feet asphalt paving (using TI of 5.5 and PG 64-10), curb and gutter at 18 feet on both sides of centerline, an 8-foot parkway consisting of landscaping, a 6-sidewalk, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside and Caltrans standards. A 24-foot wide access shall be provided for Fire access at all times. Street parking shall be restricted to one side of the street.	
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	111) Esplanade shall be improved to provide for a 73-foot wide halfwidth right-of-way, asphalt paving (using a TI of 9.5 and PG 70-10), 8-inch curb and gutter 38 feet north of centerline, a Class I: Multi-Use Path per the City of San Jacinto Trails Master Plan, and an 35-foot wide parkway consisting of landscaping, and streetlights subject to photometric analysis per City of San Jacinto, County of Riverside, and Caltrans standards. As part of the CIP program, the City is planning to widen Esplanade Avenue from Warren Road to Sanderson Avenue in 2026 and will include traffic signals at the intersections of Cawston Avenue and Sanderson Avenue, with two more lanes and a sidewalk. Streetlights will not be constructed as part of these improvements. The developer shall coordinate with the City on the installation of improvements. If the existing pavement is in good condition the developer/property owner may use grind and overlay technique as determined by the City Engineer.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	112) The developer shall provide water and sewer services to each lot in accordance with the requirements of the appropriate utility purveyor. This development is within the City of San Jacinto sewer service area, and the EMWD water service area. Water and sewer improvements shall be designed and installed per EMWD Standards.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	113) Existing power poles with cables 66kV and under along the alley shall be removed and cables undergrounded. Poles with cables over 66kV shall be relocated as necessary, but other utilities on the pole must be undergrounded. Provide an undergrounding of utilities study by a utility consultant/electrical engineer analyzing and determining the extent of conformance.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	114) The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer if applicable.	☐
Prior to the Issuance of a Certificate of Occupancy of Phase 1	Engineering	115) A traffic signal shall be installed at the intersection of Cawston Avenue and Cottonwood Avenue. The intersection shall be improved to accommodate the required vehicular travel lanes and pedestrian crossings as recommended by the project's traffic engineer and as directed by the City Engineer.	☐

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Timing	Responsible Department	Prior to the Issuance of a Certificate of Occupancy (Phase 2)	Met?
Prior to the Issuance of a Certificate of Occupancy of Phase 2	Engineering	116) The following items need to be approved: a. approved WDID No. b. Geotechnical Report (for reference) c. Storm Drain Improvement Plans d. Hydrology and Hydraulic Analysis e. Final WQMP (for reference) including WDID No. The design shall comply with, RCFCD and City of San Jacinto most recent standards, criteria, and requirement and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.	☐

Timing	Responsible Department	Operational	Met?
Operational	Planning	117) The Project is required to comply with San Jacinto Development Code Section 17.300.080 which requires all exterior lighting to be shielded or modified and located so as to eliminate spillover illumination or glare beyond the property line or upward into the sky.	☐
Operational	Planning	118) All landscaped areas shall be maintained in a thriving condition free of weeds, trash, and debris.	☐

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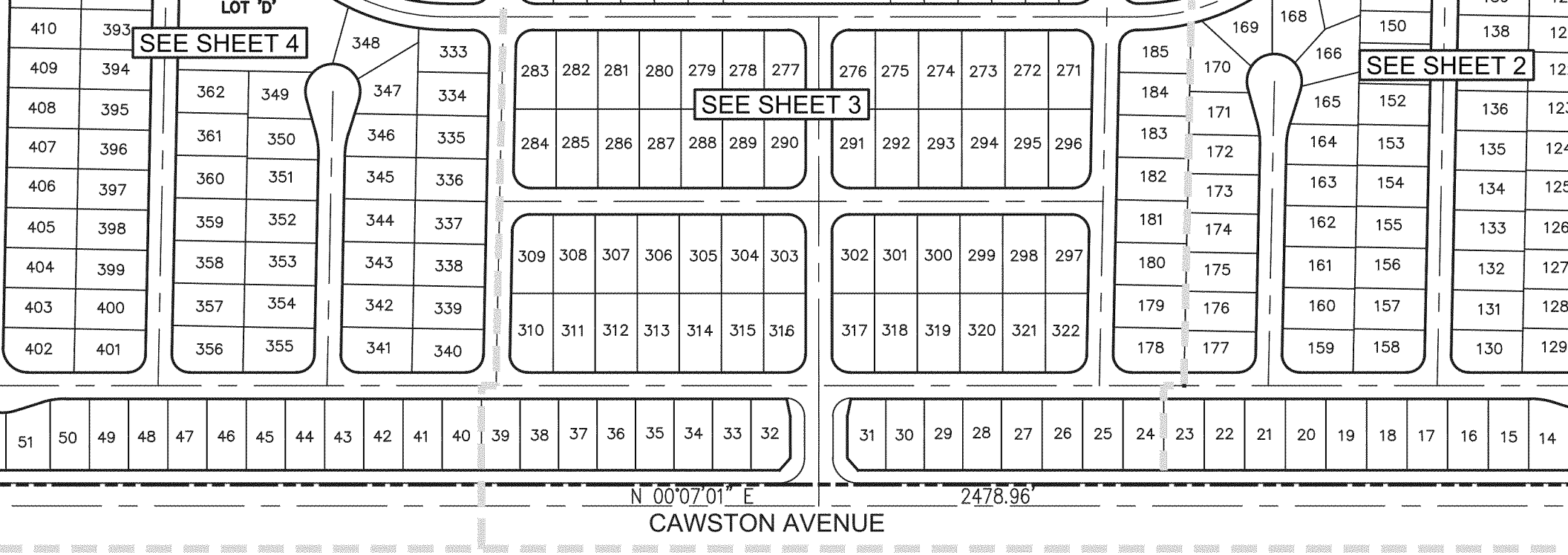
Timing	Responsible Department	Operational	Met?
Ongoing	Planning	119) The erection (including excavation), demolition, alteration or repair of any building shall occur between the hours of seven a.m. and seven p.m. on weekdays and Saturdays, and between nine a.m. and six p.m. on Sundays and holidays, except when such work complies with the terms of a temporary use permit which may be issued by the community development director or his or her designee, upon a showing of sufficient need due to hot or inclement weather, or the use of an unusually long process material, or other circumstances of unusual and compelling nature. All construction equipment shall be muffled and/or surrounded by noise attenuating barriers.	☐
Ongoing	Planning	120) Mitigation Measure BIO-4. MSHCP Construction Minimization Measures. The Project Applicant and their designee (i.e., Construction Contractors) shall follow required MSHCP Construction Minimization Measures (Section 7.5.3 of the MSHCP). Applicable construction minimization measures are listed below. Plans for water pollution and erosion control will be prepared for all Discretionary Projects involving the movement of earth in excess of 50 cubic yards. The plans will describe sediment and hazardous materials control, dewatering or diversion structures, fueling and equipment management practices, use of plant material for erosion control. Plans will be reviewed and approved by the City prior to construction. Timing of construction activities will consider seasonal requirements for breeding birds and migratory non-resident species. Habitat	☐

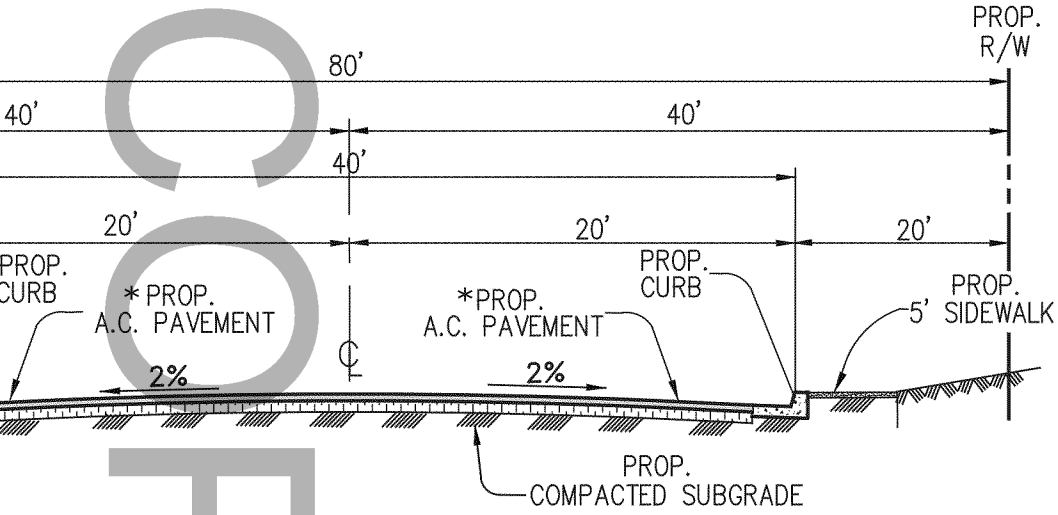
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Timing	Responsible Department	Operational	Met?
		clearing will be avoided during species active breeding season defined as March 1 to June 30. Sediment and erosion control measures will be implemented until such time soils are determined to be successfully stabilized.	

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TYPICAL STREET SECTION
RANCE ROADS - STREET 'K'/MODIFIED LOCAL PRIVATE STREETS

NOT TO SCALE

T.I. = 5.5

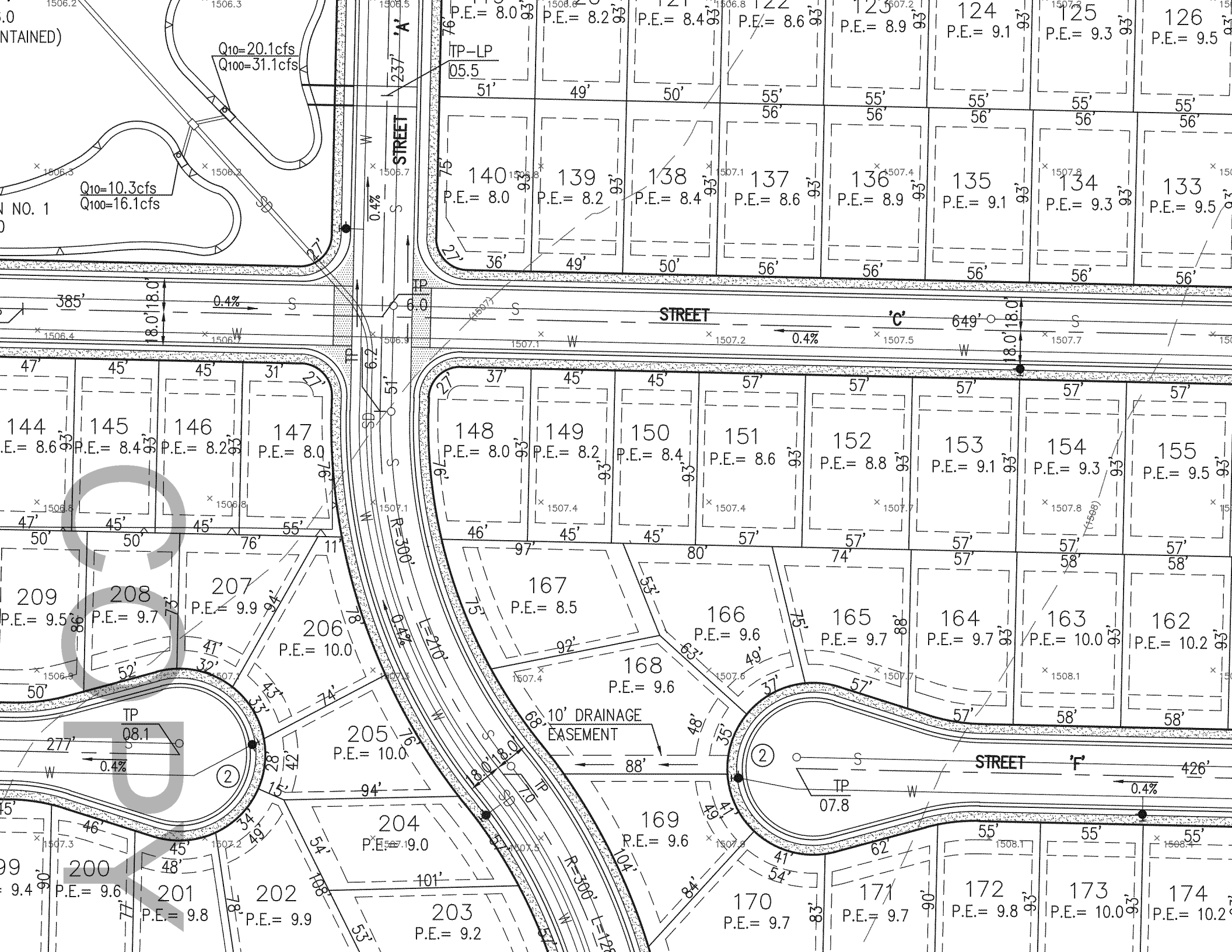
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.

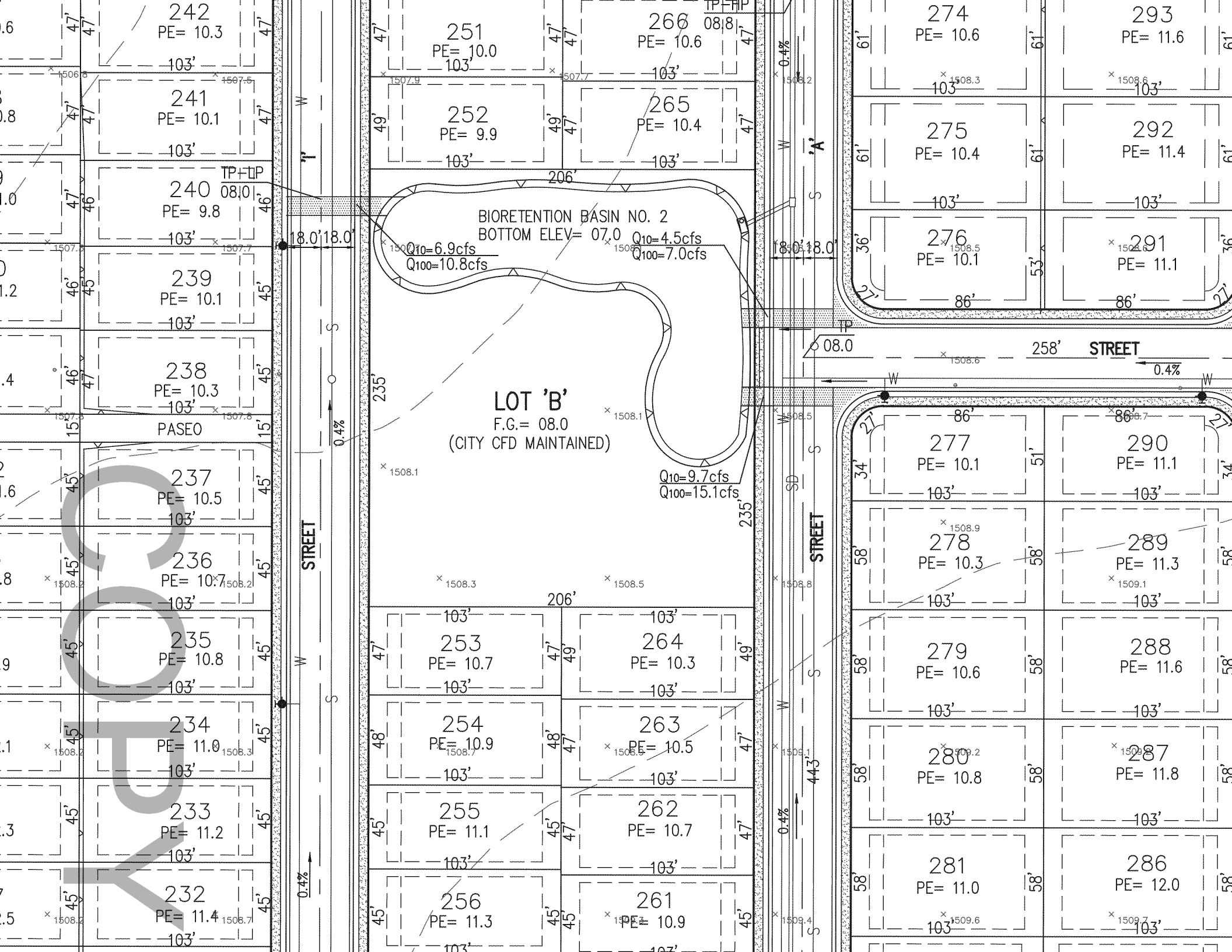
EASEMENT NOTES

1. A RIGHT OF WAY FOR ONE DITCH, FLUME OR OTHER AQUEDUCT, ACRO THE LAND OF ANY OTHER OWNER LYING BETWEEN THE LANDS OF SAID OWNER AND THE SAN JACINTO VIEJO, BY DECREE OF PARTITION OF SA RANCHO RECORDED IN BOOK 43, PAGE 161 OF DEEDS, RECORDS OF SA DIEGO COUNTY, CALIFORNIA. ROUTE NOT DEFINED OF RECORD.

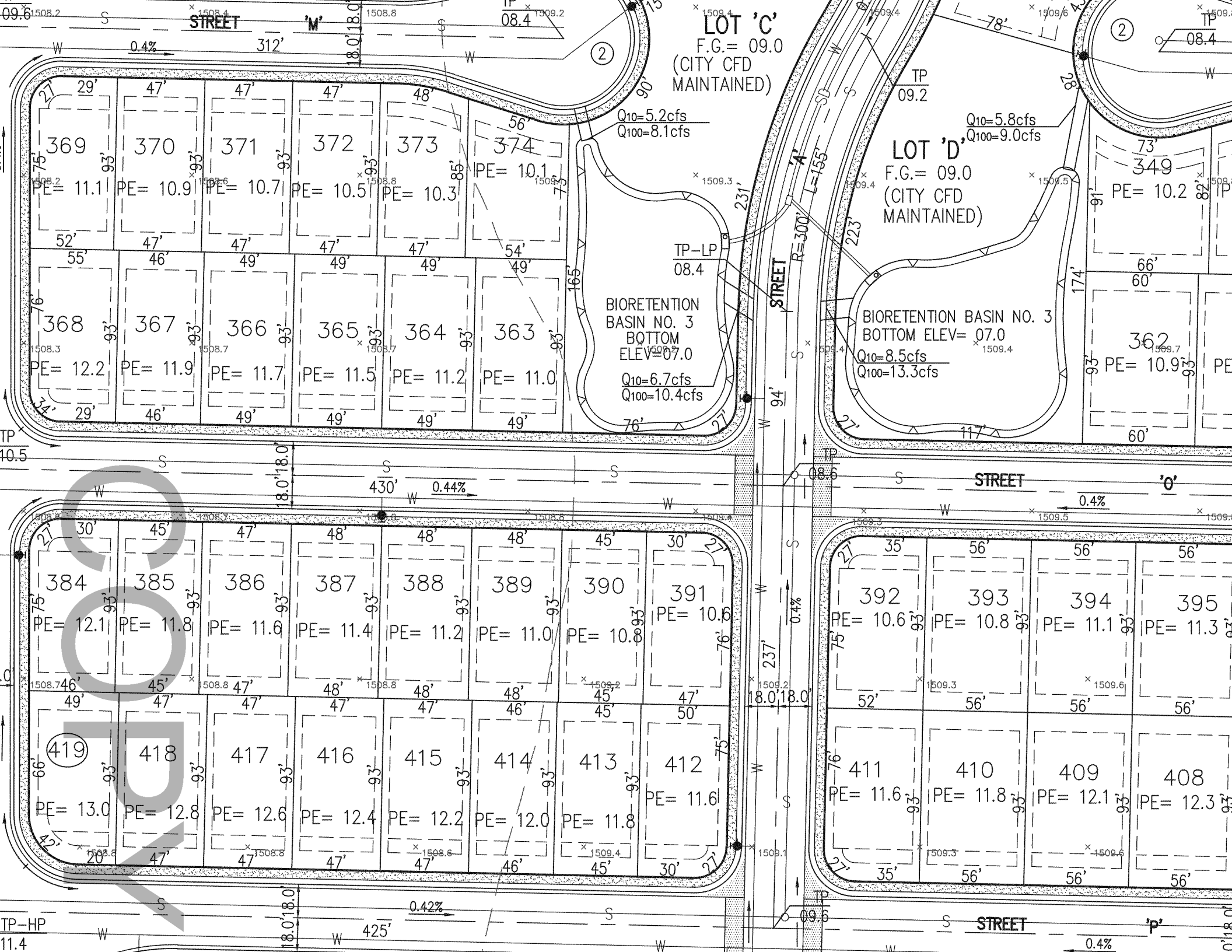
2. THE RIGHT TO DEVELOP, TAKE, EXPORT AND APPROPRIATE TO ITS OWN IN ANY MANNER AND BY AN AGENCY, ALL WATER THAT MAY BE DISCO IN OR THAT MAY BE DEPOSITED IN OR UNDERLIE THE PROPERTY HEREI DESCRIBED, AND ALL RIPARIAN AND OTHER WATER RIGHTS THAT MAY AND APPURTENANT TO OR BELONG TO THE SAID LAND; PROVIDED, HO THAT NO WORKS FOR THE DEVELOPMENT OF SAID WATER SHALL BE LOCATED ON THE LANDS HEREIN DESCRIBED; AND PROVIDED, HOWEVER FURTHER, THAT THE OWNERS SHALL HAVE THE RIGHT TO DEVELOP WA FOR DOMESTIC USE ON SAID LAND, CONVEYED BY DEED FROM THE SA JACINTO LAND COMPANY TO CITIZENS WATER COMPANY OF SAN JACIN RECORDED DECEMBER 4, 1911 IN BOOK 341, PAGE 195 OF DEEDS

COPY


Q10=20.1cfs
Q100=31.1cfs
Q10=10.3cfs
Q100=16.1cfs
STREET 'A'
STREET 'C'
STREET 'F'
TP-LP 05.5
TP 08.1
TP 07.8
10' DRAINAGE EASEMENT
R=300'
L=210'
R=300' L=12
140 P.E.= 8.0
139 P.E.= 8.2
138 P.E.= 8.4
137 P.E.= 8.6
136 P.E.= 8.9
135 P.E.= 9.1
134 P.E.= 9.3
133 P.E.= 9.5
124 P.E.= 9.1
125 P.E.= 9.3
126 P.E.= 9.5
144 P.E.= 8.6
145 P.E.= 8.4
146 P.E.= 8.2
147 P.E.= 8.0
148 P.E.= 8.0
149 P.E.= 8.2
150 P.E.= 8.4
151 P.E.= 8.6
152 P.E.= 8.8
153 P.E.= 9.1
154 P.E.= 9.3
155 P.E.= 9.5
209 P.E.= 9.5
208 P.E.= 9.7
207 P.E.= 9.9
206 P.E.= 10.0
205 P.E.= 10.0
204 P.E.= 9.0
203 P.E.= 9.2
202 P.E.= 9.9
201 P.E.= 9.8
200 P.E.= 9.6
167 P.E.= 8.5
166 P.E.= 9.6
165 P.E.= 9.7
164 P.E.= 9.7
163 P.E.= 10.0
162 P.E.= 10.2
168 P.E.= 9.6
169 P.E.= 9.6
170 P.E.= 9.7
171 P.E.= 9.7
172 P.E.= 9.8
173 P.E.= 10.0
174 P.E.= 10.2


BIORETENTION BASIN NO. 2
BOTTOM ELEV= 07.0
Q10=6.9cfs
Q100=10.8cfs
Q10=4.5cfs
Q100=7.0cfs
Q10=9.7cfs
Q100=15.1cfs
LOT 'B'
F.G.= 08.0
(CITY CFD MAINTAINED)
PASEO
STREET
STREET
258' STREET
206'
235'
443'
TP=HP 08.8
TP=HP 08.0
TP 08.0
18.0'
0.4%
241 PE= 10.1
242 PE= 10.3
240 PE= 9.8
239 PE= 10.1
238 PE= 10.3
237 PE= 10.5
236 PE= 10.7
235 PE= 10.8
234 PE= 11.0
233 PE= 11.2
232 PE= 11.4
251 PE= 10.0
252 PE= 9.9
266 PE= 10.6
265 PE= 10.4
253 PE= 10.7
254 PE= 10.9
255 PE= 11.1
256 PE= 11.3
264 PE= 10.3
263 PE= 10.5
262 PE= 10.7
261 PE= 10.9
274 PE= 10.6
275 PE= 10.4
276 PE= 10.1
277 PE= 10.1
278 PE= 10.3
279 PE= 10.6
280 PE= 10.8
281 PE= 11.0
293 PE= 11.6
292 PE= 11.4
291 PE= 11.1
290 PE= 11.1
289 PE= 11.3
288 PE= 11.6
287 PE= 11.8
286 PE= 12.0

COPY


STREET 'M'
0.4%
312'
18.0'
LOT 'C'
F.G.= 09.0
(CITY CFD MAINTAINED)
Q10=5.2cfs
Q100=8.1cfs
TP 08.4
TP 09.2
Q10=5.8cfs
Q100=9.0cfs
LOT 'D'
F.G.= 09.0
(CITY CFD MAINTAINED)
369 PE= 11.1
370 PE= 10.9
371 PE= 10.7
372 PE= 10.5
373 PE= 10.3
374 PE= 10.1
368 PE= 12.2
367 PE= 11.9
366 PE= 11.7
365 PE= 11.5
364 PE= 11.2
363 PE= 11.0
349 PE= 10.2
362 PE= 10.9
TP-LP 08.4
BIORETENTION BASIN NO. 3 BOTTOM ELEV=07.0
Q10=6.7cfs
Q100=10.4cfs
BIORETENTION BASIN NO. 3 BOTTOM ELEV= 07.0
Q10=8.5cfs
Q100=13.3cfs
STREET 'A'
R=300'
L=155'
231'
223'
94'
165'
174'
TP 10.5
430'
0.44%
TP 08.6
STREET 'O'
0.4%
384 PE= 12.1
385 PE= 11.8
386 PE= 11.6
387 PE= 11.4
388 PE= 11.2
389 PE= 11.0
390 PE= 10.8
391 PE= 10.6
392 PE= 10.6
393 PE= 10.8
394 PE= 11.1
395 PE= 11.3
419 PE= 13.0
418 PE= 12.8
417 PE= 12.6
416 PE= 12.4
415 PE= 12.2
414 PE= 12.0
413 PE= 11.8
412 PE= 11.6
411 PE= 11.6
410 PE= 11.8
409 PE= 12.1
408 PE= 12.3
237'
0.4%
TP-HP 11.4
425'
0.42%
TP 09.6
STREET 'P'
0.4%

4,163	161	5,324	211	4,587	261	4,645	
4,163	162	5,324	212	4,709	262	4,843	
4,163	163	5,324	213	4,802	263	4,883	
4,163	164	5,143	214	4,638	264	5,089	
4,185	165	4,977	215	4,638	265	4,883	
4,140	166	5,542	216	4,876	266	4,883	
4,147	167	5,875	217	4,876	267	4,883	
4,091	168	7,099	218	4,875	268	4,645	
4,643	169	5,019	219	4,875	269	4,645	
4,545	170	5,741	220	4,700	270	4,802	
4,637	171	4,883	221	4,739	271	5,538	
5,120	172	5,073	222	4,636	272	6,269	
5,119	173	5,088	223	4,635	273	6,268	
5,119	174	5,088	224	4,636	274	6,269	
5,119	175	5,088	225	4,637	275	6,269	
5,119	176	5,088	226	4,637	276	5,432	
5,119	177	4,608	227	4,638	277	5,181	
5,120	178	5,029	228	4,635	278	6,019	
4,811	179	5,506	229	4,752	279	6,019	
4,696	180	5,506	230	4,956	280	6,019	
5,173	181	5,506	231	4,633	281	6,019	
5,173	182	5,506	232	4,633	282	6,019	
5,173	183	5,506	233	4,634	283	5,080	
5,173	184	5,506	234	4,586	284	5,285	
5,173	185	5,037	235	4,635	285	6,019	
5,173	186	4,361	236	4,636	286	6,019	
5,173	187	4,163	237	4,636	287	6,019	
4,638	188	4,343	238	4,636	288	6,019	
4,545	189	4,343	239	4,636	289	6,019	
4,643	190	4,343	240	4,739	290	5,181	
4,780	191	4,163	241	4,842	291	5,432	
4,328	192	4,163	242	4,842	292	6,269	
4,327	193	4,163	243	4,842	293	6,269	
4,329	194	4,163	244	4,739	294	6,269	
4,143	195	4,401	245	4,636	295	6,269	
4,163	196	4,241	246	4,884	296	5,329	
4,544	197	4,163	247	4,802	297	5,449	
4,780	198	4,163	248	4,645	298	6,179	
4,163	199	4,146	249	4,645	299	6,179	
4,163	200	3,773	250	4,883	300	6,179	

COPY

Planned Development Permit

Chacon Farms

Tentative Tract Map No. 39076

Prepared for:

City of San Jacinto
595 S. San Jacinto Avenue
San Jacinto, CA 92583
951.487.7330
Point of Contact: Yaneli Hernandez, Senior Planner
yhernandez@sanjacintoca.gov

Project Proponent:

Ramona Dairy, LLC
(Applicant: Brian Taylor)
949-339-1977
brian@taylor-clark.com

Prepared by:

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Laguna Beach, CA 92651
949-339-1977
brian@taylor-clark.com

In Consultation With:

BMLA - *Landscape Architecture*
Blaine A. Womer - *Civil Engineering*
Taylor & Clark Consulting – *Planning Consultant*

November 21, 2025

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Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

OVERVIEW

1. **Project Title:** Chacon Farms, TTM 39076
2. **Project Location:** The Project site is in the City of San Jacinto, County of Riverside, California. The site is located off Cawston Ave and between W. 7th St. and W. Esplanade Ave.
3. **Project Sponsor's Name and Address**: Ramona Dairy, LLC, 2451 Ramona Expressway, San Jacinto, CA 92582
4. **Current Zoning & General Plan Designation**: RR (Rural Residential) & VLDR (Very Low Density Residential)
5. **Proposed Zoning & General Plan Designation:** Residential, Low Density (RL), pursuant to the Zoning Map (San Jacinto 2012). Low Density Residential (LDR) (2.0 to 7.0 Dwelling Units per Acre), pursuant to the General Plan Land Use Policy Map (San Jacinto 2022).
6. **Proposed Project:** Ramona Dairy, LLC ("Applicant") proposes to develop approximately 75.70 acres of vacant land with up to 419 detached single-family homes and associated infrastructure and amenities to serve the residential community ("Project"). The development would include the construction of homes, four expansive active parks and amenities that will feature, pickle ball, shade structures, picnic tables, BBQs, and multiple play structures. Four water quality/stormwater detention basins, internal streets and sidewalks, bike lanes, landscaping, signage, and utility improvements to serve the site. Offsite improvements include street and sidewalk connections along the frontage of W. 7th St., Cawston Ave., and W. Esplanade Ave.

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Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

PLANNED DEVELOPMENT PERMIT PROCEDURAL GUIDELINES

1. All development within the PDP shall comply with the requirements and standards set forth in this document. In some cases, this PDP provides direct references to the City of San Jacinto Development Code, and where this PDP is silent, the City of San Jacinto Development Code will provide additional guidance. Where a conflict exists between standards contained herein and those found in the City of San Jacinto Development Code, the standards in this document shall apply.

2. The Director shall require the posting of cash, a savings and loan certificate, or a performance bond issued by a corporate surety company, in an amount to be determined by the City Engineer, in compliance with Section 17.660.070 (Performance Guarantees), to cover the costs of the public improvements adjacent to the proposed development before the issuance of the Building Permit for the first phase of construction.

3. The Development Schedule is anticipated as follows:
    a. Final Engineering: Complete March 2026
    b. Grading Start: April 2026
    c. Home Construction Start: January 2027
    d. Final Closing: May 2031

4. All modifications to PDP must follow City of San Jacinto Develop Code, Section 17.620.070 – Planned Development Permit Amendment.

5. All development timing/scheduling shall be in tandem with Tentative Tract Map 39076 and shall not supersede Planning Commission Approvals.

    a. The development schedule for a Planned Development Permit shall indicate the approximate time period, after the Planned Development Permit becomes effective, when construction of the project can be expected to begin, the anticipated rate of development, and the anticipated completion date. If approved by the Commission, shall become a part of the Planned Development Permit and shall be adhered to by the owner of the property and the owner's successor(s)-in-interest.

    b. "NOTE: The Director shall require the posting of cash, a savings and loan certificate, or a performance bond issued by a corporate surety company, in an amount to be determined by the City Engineer, in compliance with Section 17.660.070 (Performance Guarantees), to cover the costs of the public improvements adjacent to the proposed development before the issuance of the Building Permit for the first phase of construction."

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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c. The developer shall construct all amenities shown and landscape all open spaces within each phase as it is completed, and before occupancy of any structure located within each phase of the development."

6. Landscaping Open Space Timing:
   a. Lot A & Lot B shall be completed with Phase 1, please see Exhibit D Phasing Plan.
   b. Lot D shall be completed with Phase 3, please see Exhibit D Phasing Plan.
   c. Lot C shall be completed with Phase 4, please see Exhibit D Phasing Plan.

7. Landscape Guideline:
   a. a. "The landscape guidelines and proposed landscape plans provided herein are additional guiding principles to ensure compatibility within the development, with surrounding areas and Citywide guidelines. However, all landscaping must abide by the City of San Jacinto's Water Efficient Landscape and Irrigation Standards found in Chapter 17.325 at minimum, and wherever these guidelines are silent, the Citywide Landscape Guidelines will provide additional guidance. Proposed plant species cannot be listed on the California Invasive Plant Council (CAL-IPC) Invasive Species Inventory or the Multiple Species Habitat Conservation Plan (MSHCP) Invasive Plant List."

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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PROJECT ATTRIBUTES & JUSTIFICATION FOR DENSITY INCENTIVE AND PLANNED DEVELOPMENT PERMIT

The Project has been a collaborative effort with City staff to design a high-quality residential community with modified standards and density incentives to help address the regions need for attainable homes and the critical housing shortage in California. The project conforms to the City's General Plan and Zoning Designation, but requires slight modifications to Development Code Standards.

As part of the coordination local issues and constraints were improved:

- **Issue:** Pedestrian connectivity.
  Improvement: Installation of sidewalks connecting 7th St and Esplanade Ave.

- **Issue:** Increased park and open space above typical Development Code Standards
  Improvement: Provide spaces for event programing, including multiple parks, pickle ball, shade structures, BBQs, picnic tables, and open space.

Findings:

- **Finding:** Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan.
  - **Justification:** The proposed Master Planned Residential Community provides a total of 419 residential units with a variety of single-family options to accommodate buyers of diverse incomes. It provides a variety of housing styles, layouts, and other characteristics that may be suited to the growing population of San Jacinto. The Proposed Project's contribution to housing needs of the local workforce will cut commute times and improve air quality. Chacon Farms' addition of 419 residential units to San Jacinto's housing supply, will increase the City's housing capacity and will contribute to the accommodation of the City's unmet RHNA. Lots sizes will range from 4,500 square feet to 8,622 square feet.

- **Finding:** Ensure compatibility of property uses within the zone and general neighborhood of the proposed development.
- **Finding:** The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection; and
  - **Justification:** The Proposed Project Site is surrounded by existing residential and agricultural uses. Directly to the north, northeast, and northwest across West 7th Street and to the east across Cawston Avenue North, are existing Single-Family Residential uses. To the west, is the Esplanade Specific Plan which will include 56.7 acres of mixed-use development and 130.7 acres of single-family residential development to provide 686 single-family homes. Directly south, and across West Esplanade Avenue are agricultural uses which are located within the Jurisdiction

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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of the City of Hemet. The Proposed Project will enhance the rural character, and active-lifestyle culture of the City of San Jacinto and bordering City of Hemet. Chacon Farms seeks to maintain its rural, agricultural legacy. A "farm feel" will be maintained through the use of farmhouse, craftsman and prairie architectural styles throughout the community. Architectural details will serve to reinforce the broader community design theme and work together within their broader context, thereby creating compatibility with neighboring properties and developments. Additionally, street and park names and other development details will be chosen in consistency with the Site's farm community heritage.

- **Finding:** The proposed project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, significantly increased amounts of landscaping and improved open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities [e.g., additional public art], LEED or other "green" related standards, etc.) than might otherwise occur from more typical development applications;
    - **Justification:** Chacon Farms will create a unique sense of place through maintaining a "farm feel" that reinforces its agricultural legacy. Architecture of homes and other structures within residential areas and Community Parks will be consistent with the community's proposed agricultural theme. Architecture will be built in farmhouse, craftsman, and prairie styles, using quality materials such as stucco, brick, and stone, that convey a sense of permanence. A diverse set of colors will be incorporated, without deviating from the context of the broader community style or the context of each individual street. These design choices will enhance the visual attraction of the Chacon Farms community. Additionally, Community Parks featuring amenities that provide opportunity for recreation and interaction between residents will contribute to the active and social lifestyle that the proposed Community aims to promote.

- **Finding:** Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;
    - **Justification:** The proposed Master Planned Residential Community substantially conforms with the General Plan and public health and public safety, as it will provide a planned layout that incorporates pedestrian safety and encourages physical activity and wellbeing. Four Community Parks, connected by a network of paths will provide numerous social and recreational opportunities for each resident.

- **Finding:** Proper on-site traffic circulation (e.g., pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zones, Allowable

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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Land Uses, and Zone Specific Standards);

- **Justification:** The Proposed Project's inter-connected network of thoroughfares contributes to a balanced and efficient pattern, as it will disperse traffic and provide easy access to a variety of open spaces and centers of activity within the neighborhood. Residents will have access to the Class I Multi-Use Path along Esplanade Avenue. These thoroughfares will also contribute to public services by increasing emergency response accessibility.

- **Finding:** The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;
  - **Justification:** The Project Site consists of three parcels with approximately 75.70 acres of total lot area and is located west of Cawston Avenue North, northeast of Warren Road, north of West Esplanade Avenue, and south of West Seventh Street. The site is surrounded by a mixture of residential and agricultural uses. Regional access to the vicinity is provided by State Route (SR) 74, approximately 3.9 miles south of the Project Site and SR 79, approximately 5.5 miles northeast of the site.

- **Finding:** Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare;
  - **Justification:** The Project Site is approximately 0.6 miles (a 12-minute walk), from the Riverside Transit Agency (RTA) Go Micro service zone. Go Micro is RTA's on-demand public transit service available within the Hemet-San Jacinto micro transit zone. Shared rides can be booked via the Go Micro app at user convenience, rather than relying on a predetermined bus schedule. Go Micro minibuses directly pick up and drop off passengers at desired locations, at desired times (provided both locations are within the micro transit zone and that the trip does not begin and end at route 44 bus stops). The Project Site is surrounded by W. 7th Street to the north, Cawston Avenue N. to the east, and W. Esplanade Avenue to the South. All surrounding streets will meet the City's standards based on the classifications shown in the Circulation Master Plan. Further, the Site is designed with an interconnected network of thoroughfares which helps to disperse traffic.

- **Finding:** The proposed development, as conditioned, will not have a substantial adverse effect on surrounding property or their allowed use;
  - **Justification:** The site location and design are consistent with the nearby residential uses. The project site is surrounded by existing single-family residential directly to the north, northeast, and northwest across West Seventh Street. The Chacon Farms development will add 419 Single Family Homes within the 75.70 acre site. The location of the site provides pedestrian proximity to community features and amenities such as Catalpa Park (0.3 miles), Tahquitz High School (0.7 miles), Megan Cope Elementary School (0.7 miles), Rancho Viejo Middle School (0.9 miles) and Cawston Elementary School (1.3 miles).

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Proposed Community Benefits and Attributes:

- Enhanced Open Space and Architecture Guidelines.
- Located nearby Tahquitz High School
- Strong compatibility with existing surrounding uses
- Meets or exceeds current solar energy and T-24 requirements
- 146,361.60 square feet of new parks for residents.
- New street improvements along Esplanade Avenue, Cawston Avenue, and 7th Street.
- New perimeter landscaping and street trees along Esplanade Avenue, Cawston Avenue, and 7th Street.
- New perimeter sidewalk and trails along Esplanade Avenue, Cawston Avenue, and 7th Street.

The Project has been a collaborative effort with City staff to design a high-quality residential community with modified standards and density incentives to help address the regions need for attainable homes and the critical housing shortage in California.

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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SITE PLANNING AND DESIGN

Quality residential subdivisions function as neighborhoods, encourage social interaction, promote healthful activities, and incorporate best practices in sustainable development planning. This section provides development standards for the planning and design of homes within the project to accomplish these goals and provide for a visually appealing, pedestrian friendly neighborhood environment.

1. Development Standards

Residential development within the Chacon Farms community shall comply with the development standards listed below:

Table 1

Lot Requirements	
Lot Area (minimum):	3,717 square feet
Lot Width (minimum):	45 feet
Lot Width Corner (minimum):	25 feet
Lot Depth (minimum):	60 feet
Lot Coverage – Structure (maximum):	60%
Lot Coverage – Impervious (maximum):	70%

Setbacks	
Front (minimum):	10 feet
Front Garage (minimum):	20 feet
Side Yard (minimum):	4 feet
Side Yard Corner (minimum):	5 feet
Rear (minimum):	10 feet
Rear with Slope (minimum):	10 feet

Buildings	
Height of Buildings (maximum):	35 feet
Size of Buildings (maximum):	4,500 square feet
Number of Stories (maximum):	Two Stories
Allowed Percentage of Units at Two Stories:	100%
FAR (maximum):	2:1

2. Plotting Guidelines

The Chacon Farms community provides for a range of home sizes, home styles and floor plans. Exhibit C Tentative Tract Map shows the overall design of the Chacon Farms community with

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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CHACON FARMS

the building envelopes plotted. The Chacon Farms community is comprised of a single neighborhood with a minimum lot size of 3,717 sf. See Exhibit E for Plotting Exhibit. Plotting will be finalized during the City's Design Review approval process, which includes plotting of each lot to ensure setback requirements are achieved.

Single family homes within Chacon Farms shall creatively use "architecture forward" designs, landscaping, and other innovative neighborhood design techniques to create a visually interesting street scene and identifiable neighborhood character. To encourage a diverse and visually interesting street scene, the neighborhood within the Chacon Farms community shall comply with the following guidelines:

1. A minimum of three (3) architectural elevations and three (3) floor plans are required for the community.
2. The same elevation style shall not be plotted next to itself or directly across the street.
3. All setbacks shall meet the minimum requirement listed in Table 1.

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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ARCHITECTURAL DESIGN GUIDELINES

These Architectural Design Guidelines convey the Chacon Farms community's architectural design theme. It is not the intent of these Guidelines to mandate that all the identified design components and elements described herein be incorporated into the actual building designs. Rather, these Guidelines serve as a "palette" of character-defining exterior elements that should be used in home design. It is expected that builders and their architects will prepare architectural building plans that substantially conform to these guidelines, while also applying creativity and innovation in response to housing design trends, homebuyer expectations, and other market conditions.

1. Design Principles

While these Architectural Design Guidelines do not expressly limit architectural styles, the styles employed in Chacon Farms should be complementary and compatible with the styles described in this document. The defining features of the selected architectural styles must be consistently implemented across the community to visually identify and differentiate each style. These Guidelines allow for both traditional/historical styles and contemporary interpretations of these styles, provided that the style's defining features can be visually identified, consistently applied, and differentiated from the character defining features of other styles implemented in the community.

The selection of architectural styles should be compatible with the massing of their floor plans; as such, a certain style should not be forced onto every floor plan if it is not compatible. By emphasizing the use of distinct and identifiable styles, these guidelines discourage monotony. Street scenes shall incorporate multiple architectural styles and should be divers as to form, massing, features, windows, front doors, materials, and colors.

2. Form and Massing

Building mass and scale are two primary design components that affect how a building is perceived. The created use of design articulation of the building's visible facades, variation of rooflines, balance of roof forms, and changes in vertical and horizontal plans reduces the perceived mass of a building.

3. Roofs

The roofline is a dominant visual element of a home. A roof's composition should allow for a clean interface with the building and the building façade. A roof's form and composition should reflect the appropriate roof pitch, characteristics, and materials that are consistent with and true to the selected architectural style and shall also not be overbearing nor give the appearance of being disjointed.

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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CHACON FARMS

I. Rooflines of adjacent homes shall vary to create a variety of silhouettes and ridge heights.
II. Roof pitches and colors shall vary from one house to the next, when appropriate for the architectural styles.
III. Roof materials and colors selected for an architectural style must reflect the elements that are typically used in that style.
IV. Roofing Materials shall be non-combustible.
V. Solar panels should be integrated into the roof design as an unobstructive element.

4. Garage Location and Design

To achieve attractive street scenes throughout the Chacon Farms community, particular attention must be given to the design and placement of garages.

I. Garage door style, color and design shall reflect the architectural character of the home and shall vary between adjacent homes, when appropriate. Acceptable garage door styles include, but are not limited to raised panel, recessed panel, flush panel in both roll-up and carriage swing door designs.
II. Window shall be incorporated into the garage door design. Garage door window styles shall correspond to the window forms of the house.
III. Architectural features, such as varied rooflines (including height and pitch) and second story setbacks, can be incorporated into the garage design to reduce building mass and scale and create a visually interesting street scene, when appropriate for the selected architectural style.
IV. Landscaping can be introduced to soften the visual impact of the garage door and accent the garage facade.

5. Windows and Doors

Window and door details are architectural components that carry a strong visual impact through their placement and design.

I. Front door details shall be consistent with the architectural style.
II. Feature window shapes shall be consistent with the architectural style.
III. Accent shutters are not required; however, when used, shutter size shall be proportional to the window and shall reflect the architectural style.
IV. Window trim details used on the front elevation shall be applied to the sides and rear of the house for continuity.
V. Windows and/or doors with silver or gold frames or reflective glass are prohibited.

6. Building Materials and Colors

A complementary mixture of colors, textures, and building materials is encouraged throughout the Chacon Farms community. Building material and color selection are integral components in

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

COPY

CHACON FARMS

the definition of a specific architectural style and provide a varied streetscape design. Material breaks, transitions and termination should produce complementary and clear definition of separation while maintaining a prescribed color and material palette. A variety of exterior accent materials should be used as an integral feature in home construction to convey the selected architectural styles.

I. Color schemes shall be simple, tasteful, and consistent with architectural styles.
II. A scheme of color values on all exterior elements shall be distinct from one house to the next, with deeper tones encouraged to promote variations. This avoids a monotonous appearance of multiple buildings of the same colors and tones.

7. Enhanced Elevations

Rear elevations facing the public right of way should be architecturally enhanced with balconies, verandas, patio covers, window boxes or similar features.

8. Site Lighting

Lighting standards throughout Chacon Farms shall be similar in style, color and materials, embracing a natural and minimal lighting approach.

All outdoor lighting shall incorporate, to the extent feasible and permissible under City standards, measures to aid in reducing light pollution. Such measure include: wattage reduction, directing lighting downward, shielding lights (or using “cut-off lights” that only illuminate the side or underside of a fixture, rather than shining skyward) and lowering the height of light poles to reduce the illumination radius.

All outdoor lighting fixtures shall be focused, directed, and arranged to minimize glare and illumination of public streets and adjoining property.

Mechanical Equipment

Mechanical equipment such as air conditioners, heaters, evaporative coolers, and other such devices shall not be mounted on any roof and must be located behind privacy walls or landscaping.

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

COPY
CHACON FARMS

Exhibit A – Architecture

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

COPY

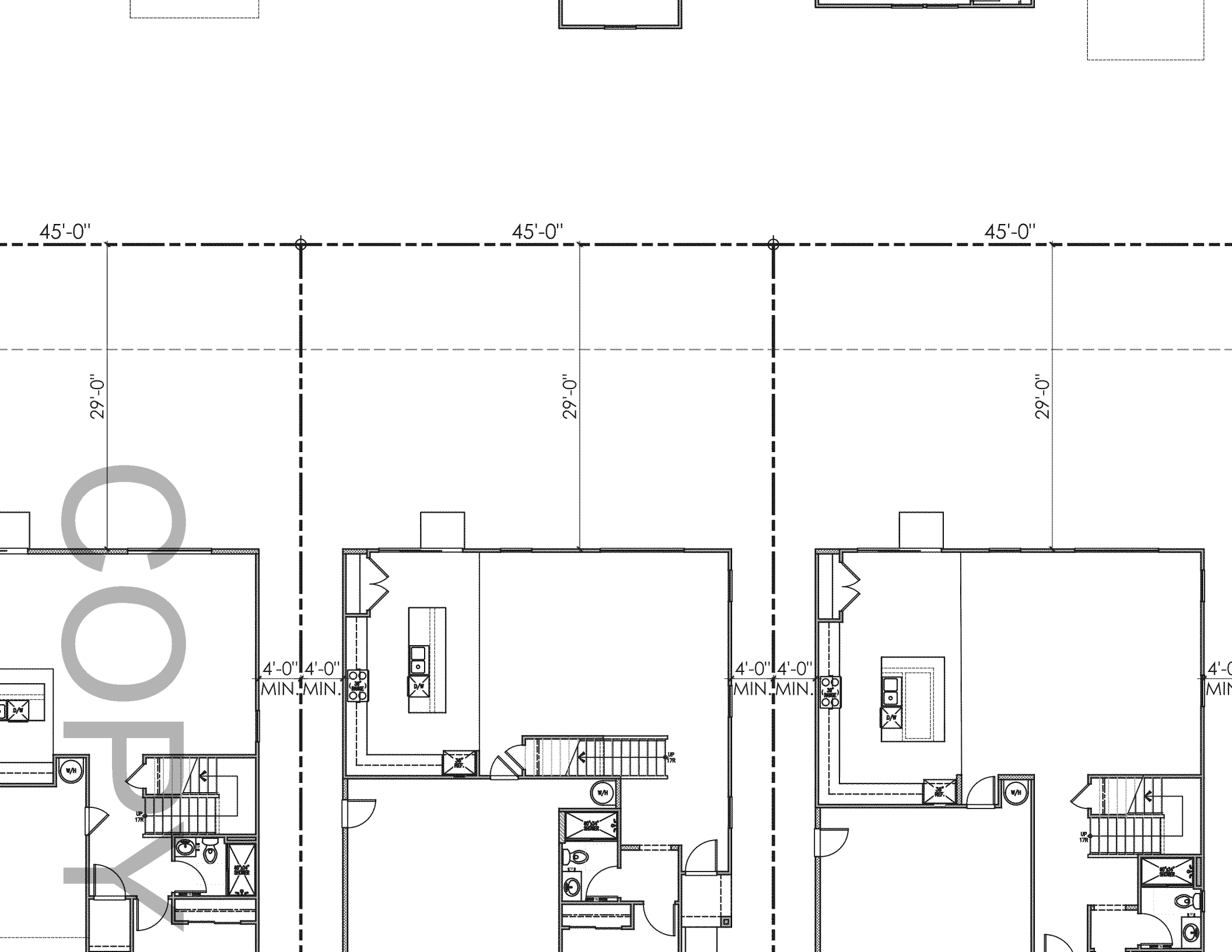
CHACON FARMS


HACO
ARM

A-32 Plan 5 (3025) - Roof Plans

A-33 Written Color Schemes
A-34 Color Boards - “A“ Spanish
A-35 Color Boards - “B“ Prairie
A-36 Color Boards - “C“ Farmho

COPY


45'-0"
45'-0"
45'-0"
29'-0"
29'-0"
29'-0"
4'-0" MIN.
4'-0" MIN.
4'-0" MIN.
4'-0" MIN.
W/H
D/W
UP 17R
COPY



STYLE
(2,608)

ELEV. STYLE
PLAN 4A (2,831)

ELEV
PLAN 1

COPY

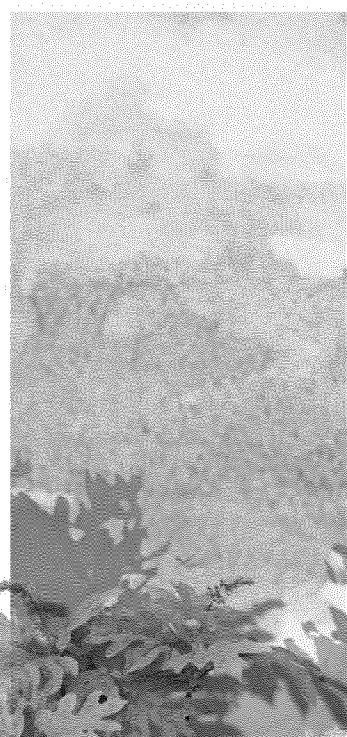


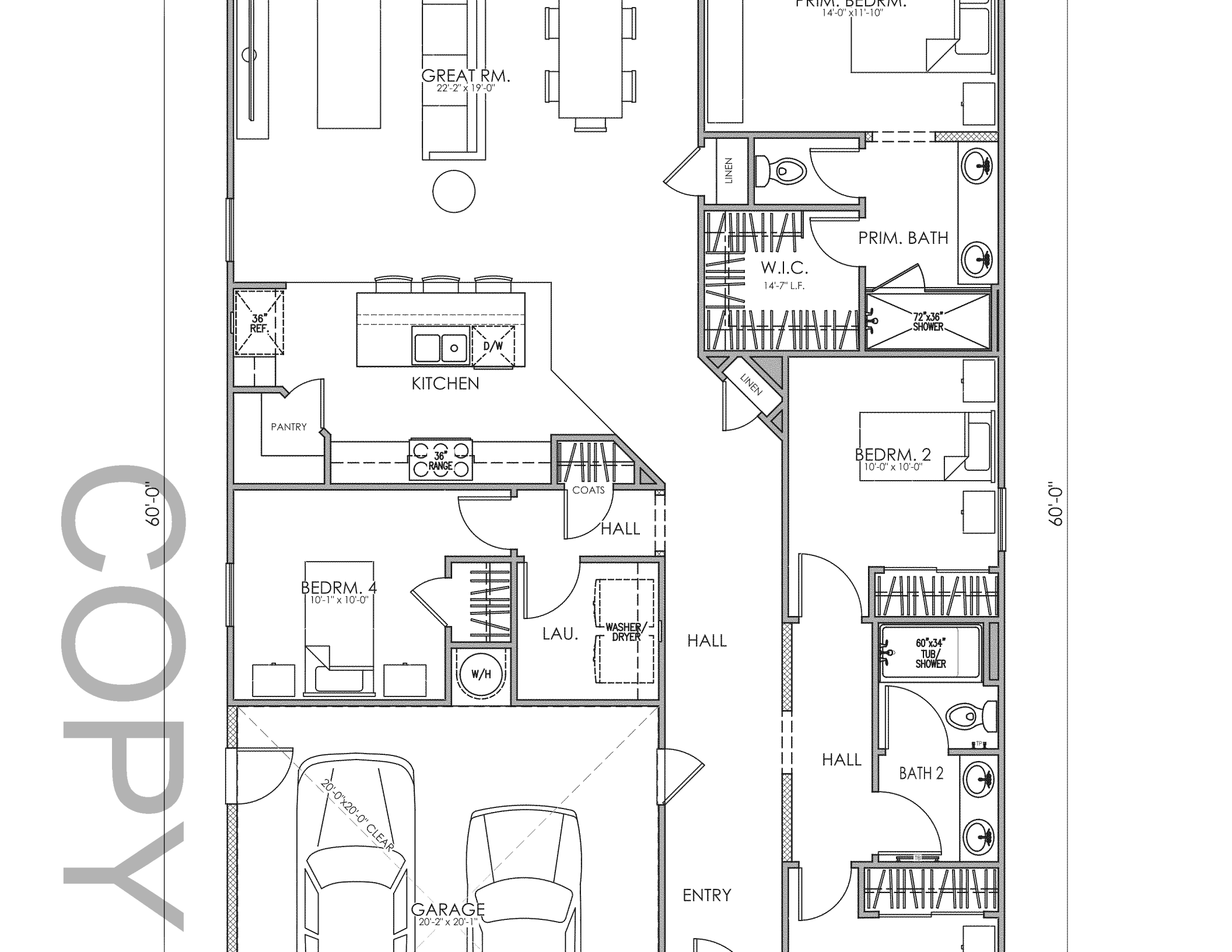
© 2025 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH STYLE

COPY






GREAT RM.
22'-2" x 19'-0"
PRIM. BEDRM.
14'-0" x11'-10"
LINEN
PRIM. BATH
W.I.C.
14'-7" L.F.
72"x36" SHOWER
36" REF.
D/W
KITCHEN
PANTRY
36" RANGE
COATS
HALL
LINEN
BEDRM. 2
10'-0" x 10'-0"
BEDRM. 4
10'-1" x 10'-0"
LAU.
WASHER/ DRYER
W/H
HALL
60"x34" TUB/ SHOWER
HALL
BATH 2
20'-0"X20'-0" CLEAR
GARAGE
20'-2" x 20'-1"
ENTRY
60'-0"
60'-0"

COPY



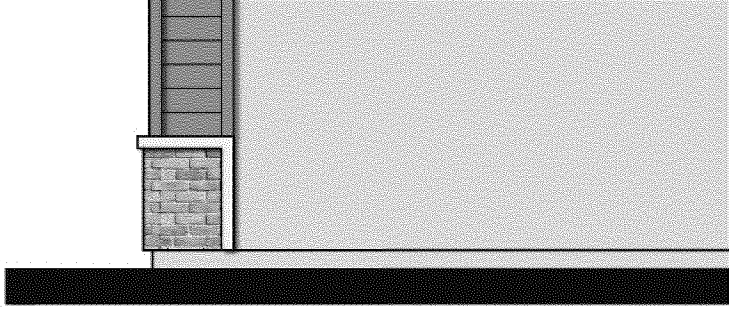
all, tree, and shrub locations

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "LOW S" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY PIPES
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM

COPY





all, tree, and shrub locations

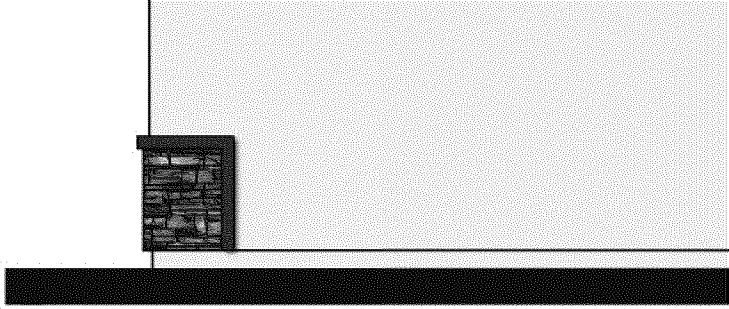
MATERIALS LEGEND

(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS WITH INSET
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "FLAT SLATE" TILE 4:12 HIP
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
WALL:	STUCCO/LAP SIDING
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	BRICK VENEER

COPY





all, tree, and shrub locations

MATERIALS LEGEND

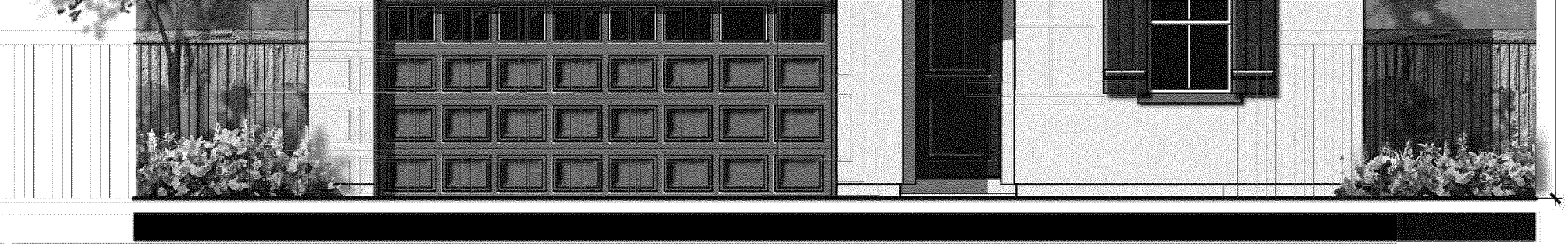
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FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "FLAT SHAKE" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	BOARD AND BATTEN SIDING/ DECORATIVE CORBEL/STUCCO
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	STONE VENEER

COPY



COPY

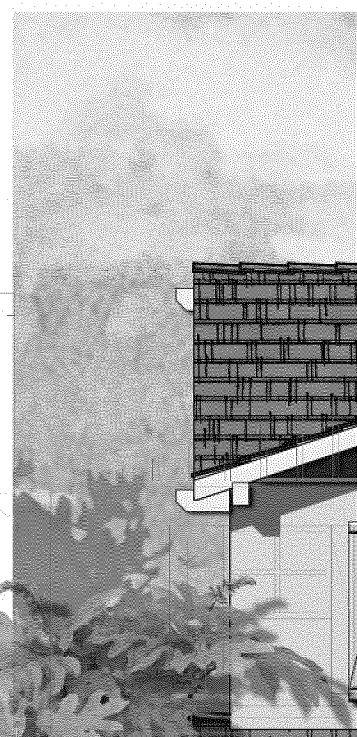


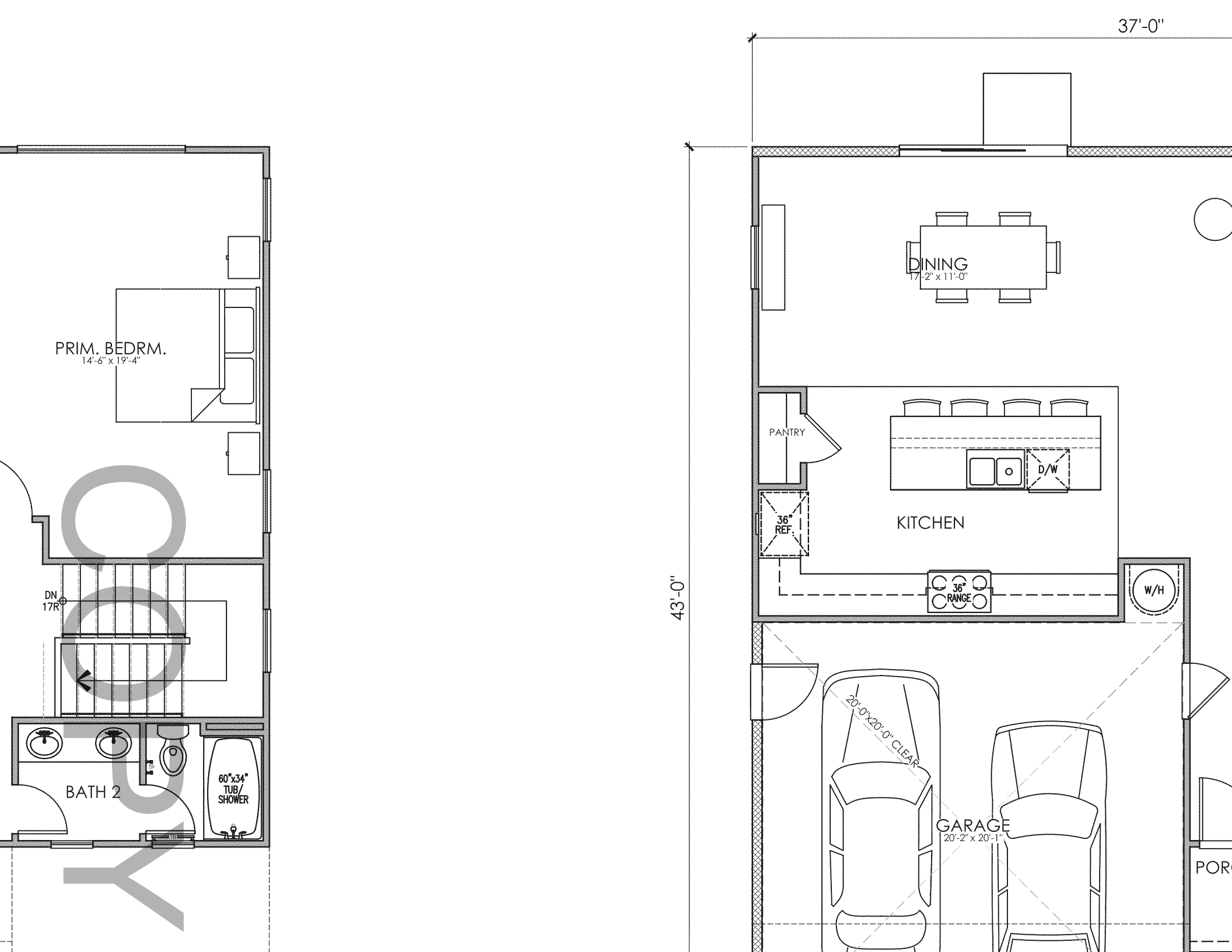
© 2025 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH STYLE

COPY






37'-0"
43'-0"
PRIM. BEDRM.
14'-6" x 19'-4"
DN
17R
BATH 2
60"x34"
TUB/
SHOWER
DINING
17'-2" x 11'-0"
PANTRY
D/W
KITCHEN
36"
REF.
36"
RANGE
W/H
20'-0"x20'-0" CLEAR
GARAGE
20'-2" x 20'-1"



all, tree, and shrub locations

MATERIALS LEGEND

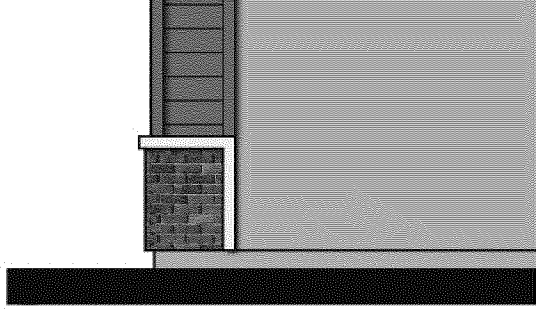
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "LOW S" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY PIPES
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM

COPY



all, tree, and shrub locations

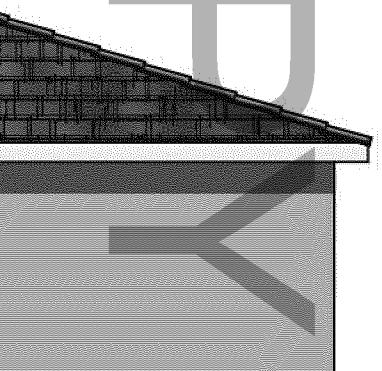


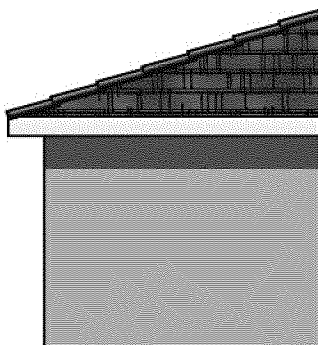
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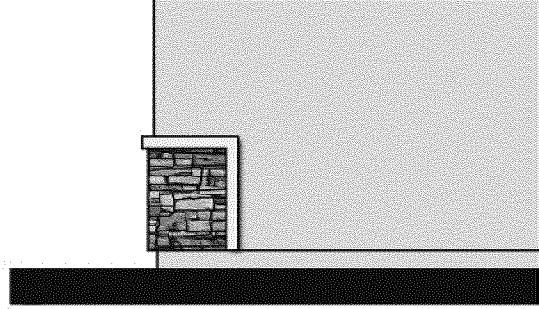
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GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "FLAT SLATE" TILE 4:12 HIP
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
WALL:	STUCCO/LAP SIDING
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	BRICK VENEER

COPY







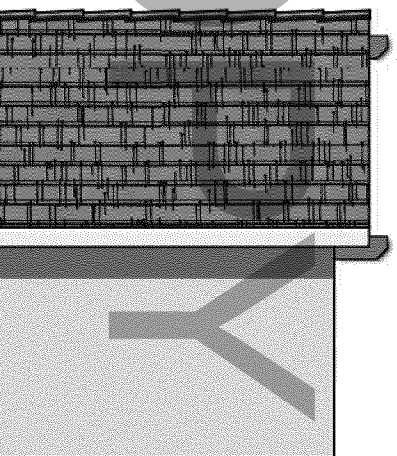


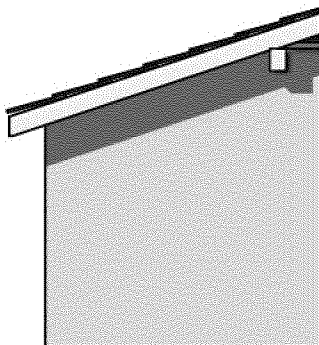
all, tree, and shrub locations

MATERIALS LEGEND

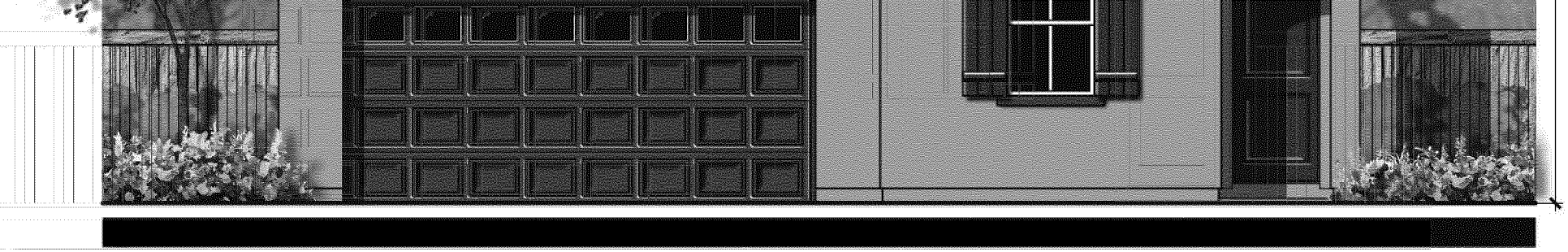
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GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "FLAT SHAKE" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	BOARD AND BATTEN SIDING/ DECORATIVE CORBEL/STUCCO
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	STONE VENEER





COPY

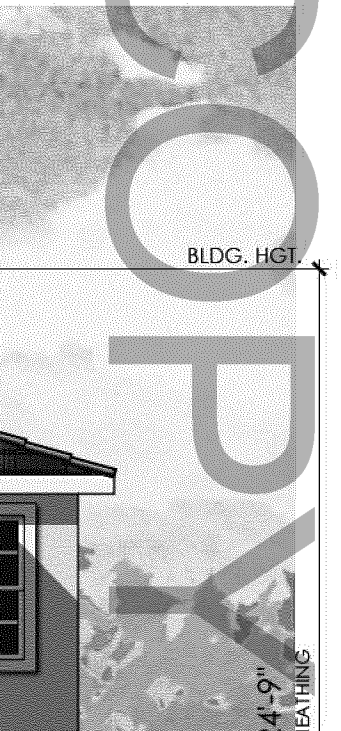


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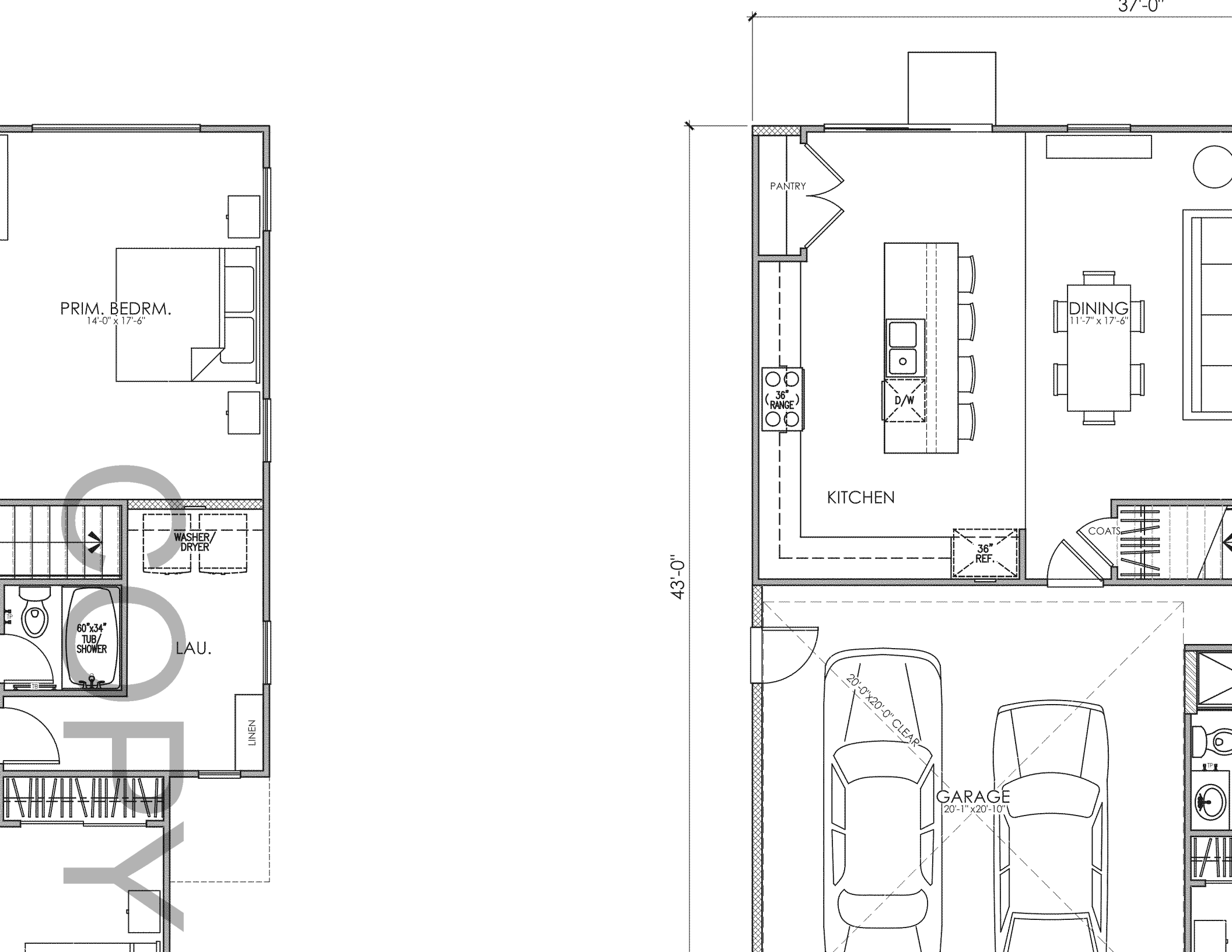
Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH STYLE

COPY

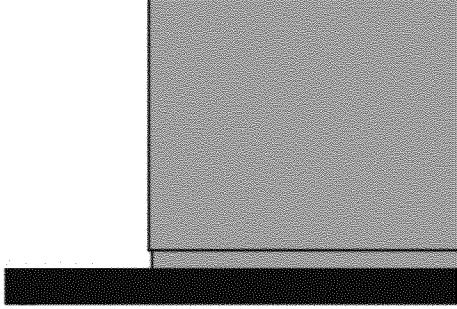





37'-0"
43'-0"
PRIM. BEDRM.
14'-0" x 17'-6"
WASHER/
DRYER
60"x34"
TUB/
SHOWER
LAU.
LINEN
PANTRY
36"
RANGE
D/W
KITCHEN
DINING
11'-7" x 17'-6"
36"
REF.
COATS
20'-0"x20'-0" CLEAR
GARAGE
20'-1" x20'-10"
COPY



all, tree, and shrub locations

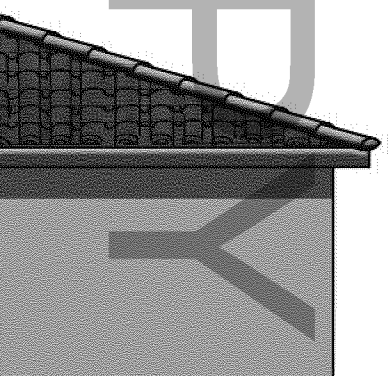


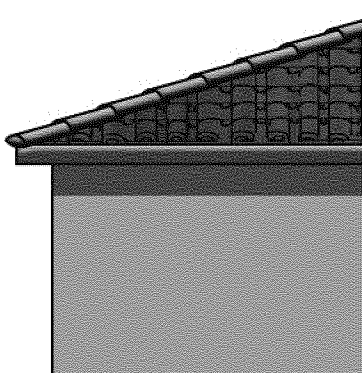
MATERIALS LEGEND

(WHERE OCCURS)

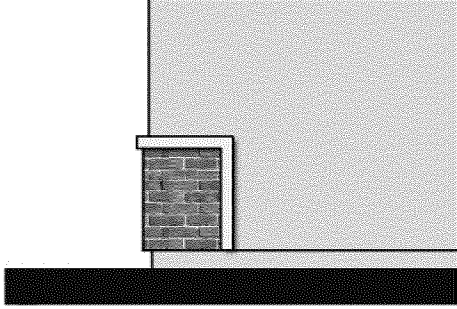
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GARGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "LOW S" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY PIPES
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM

COPY









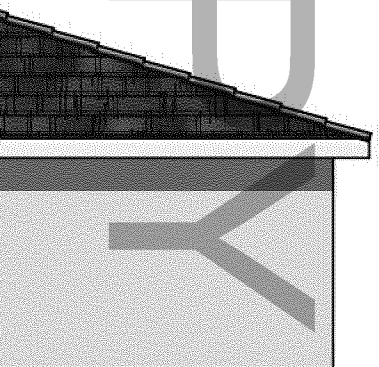
all, tree, and shrub locations

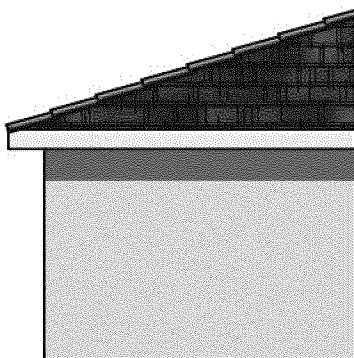
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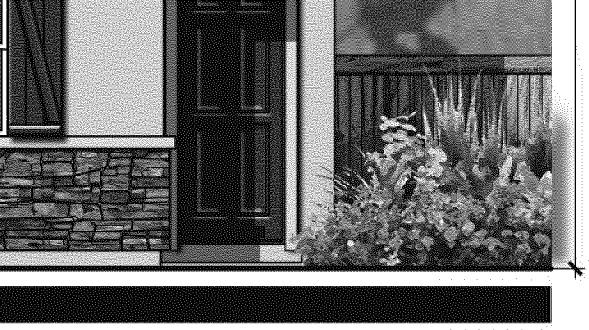
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS WITH INSET
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "FLAT SLATE" TILE 4:12 HIP
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
WALL:	STUCCO/LAP SIDING
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	BRICK VENEER

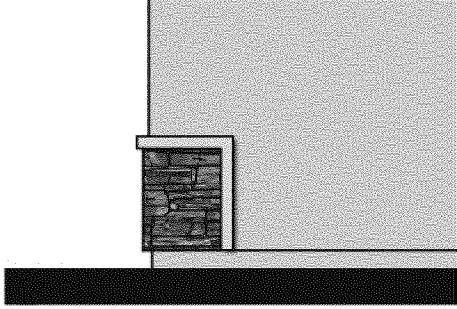
COPY







all, tree, and shrub locations

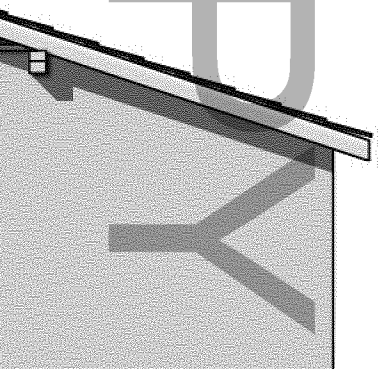


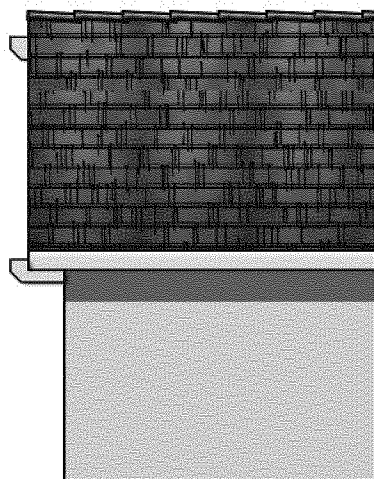
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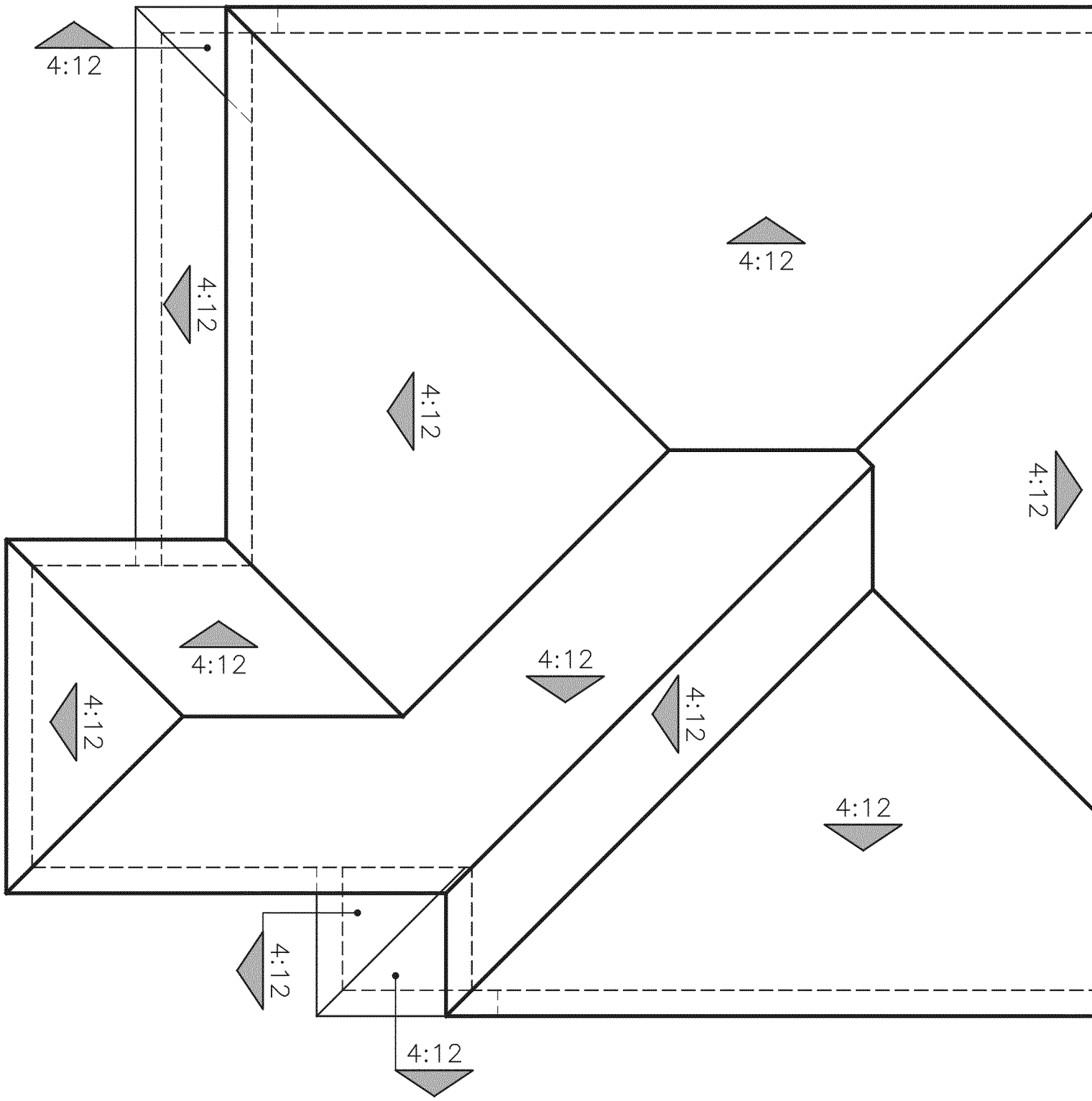
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GARGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "FLAT SHAKE" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	BOARD AND BATTEN SIDING/ DECORATIVE CORBEL/STUCCO
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	STONE VENEER

COPY





COPY



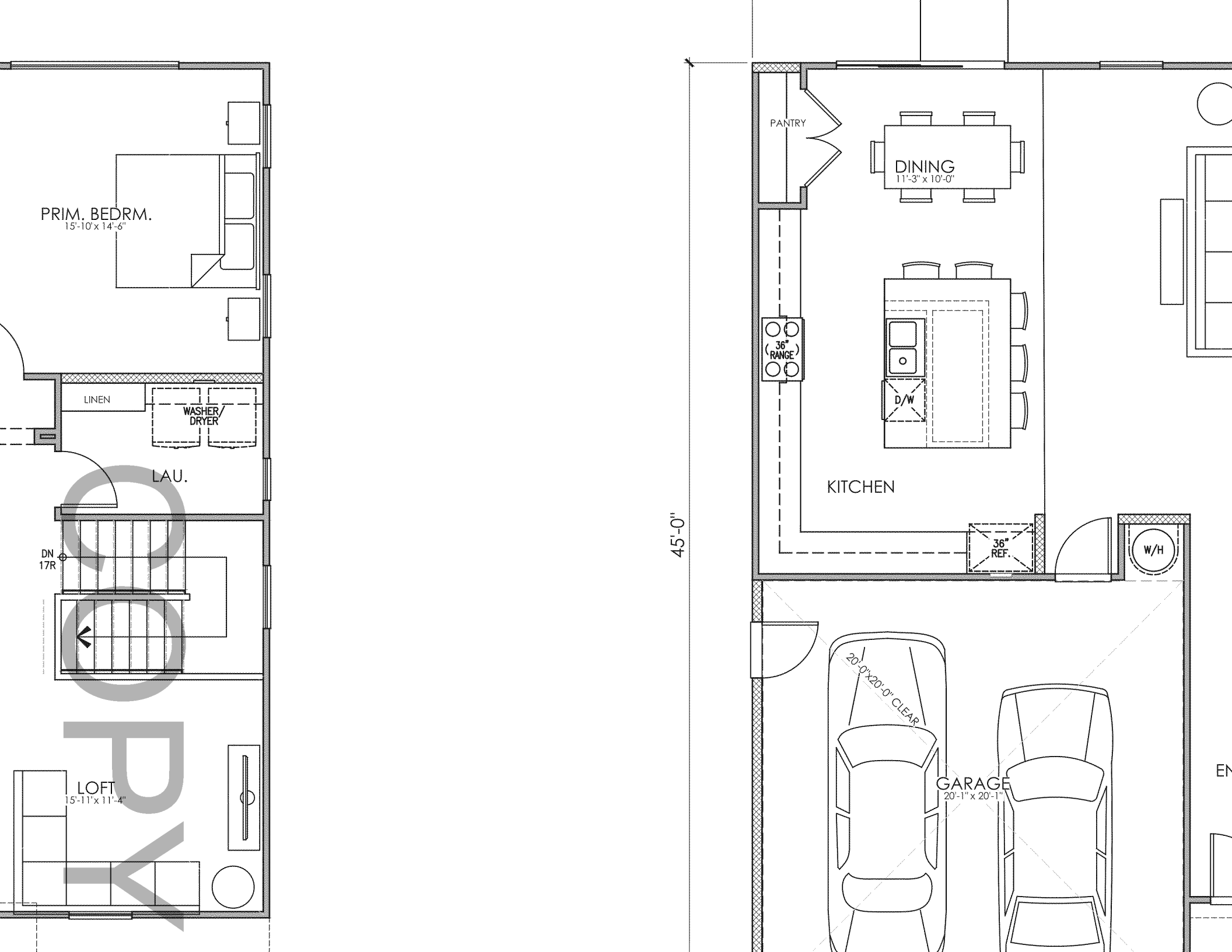
© 2025 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH STYLE

COPY

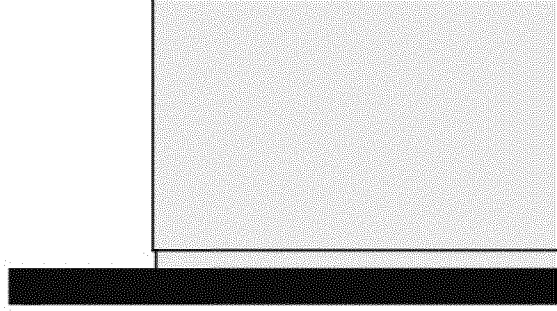





PRIM. BEDRM.
15'-10"x 14'-6"
LINEN
WASHER/
DRYER
LAU.
DN
17R
LOFT
15'-11"x 11'-4"
45'-0"
PANTRY
DINING
11'-3" x 10'-0"
36"
RANGE
D/W
KITCHEN
36"
REF.
W/H
20'-0"x20'-0" CLEAR
GARAGE
20'-1" x 20'-1"
EN

COPY





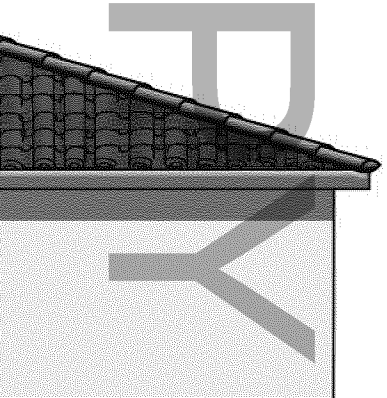
all, tree, and shrub locations

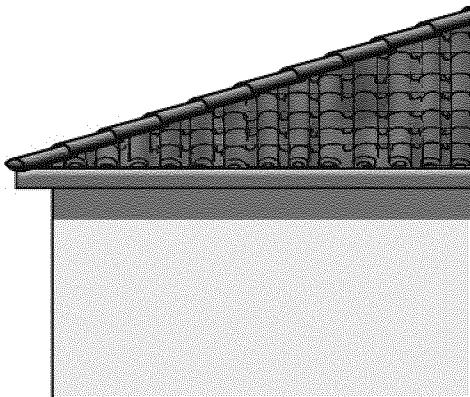
MATERIALS LEGEND

(WHERE OCCURS)

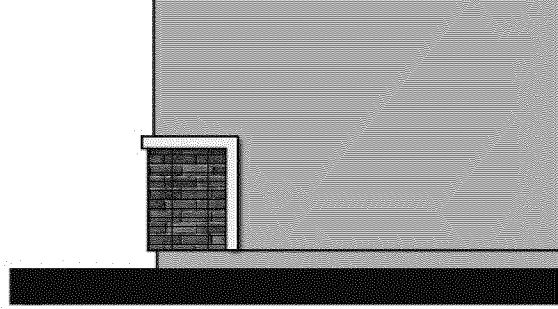
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GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "LOW S" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY PIPES
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM

COPY









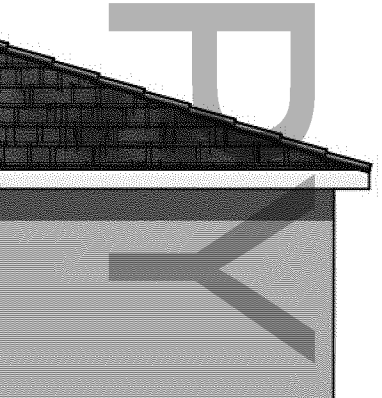
all, tree, and shrub locations

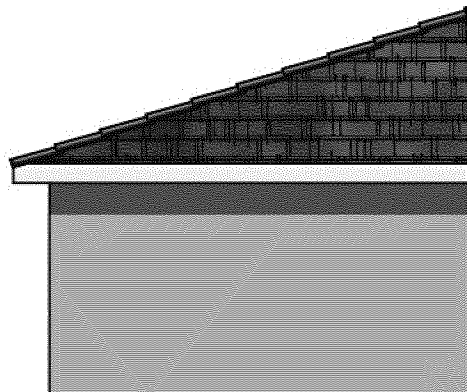
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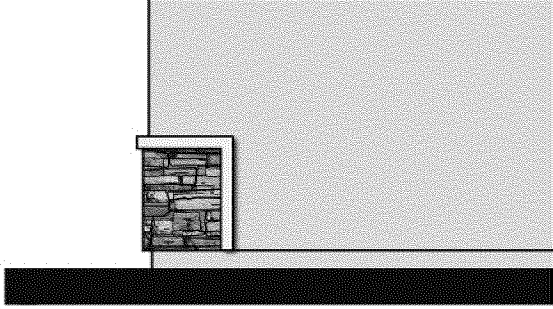
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ROOF:	CONCRETE "FLAT SLATE" TILE 4:12 HIP
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
WALL:	STUCCO/LAP SIDING
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	BRICK VENEER

COPY







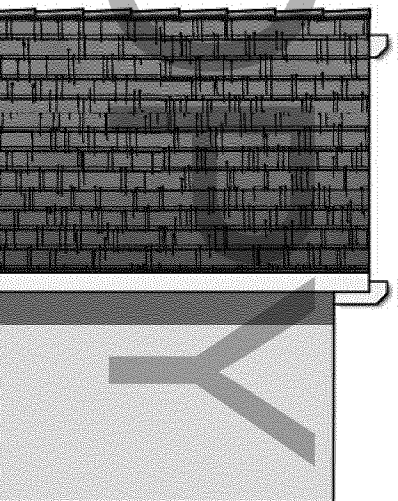


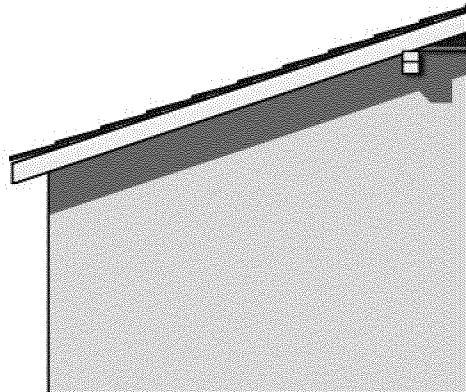
all, tree, and shrub locations

MATERIALS LEGEND

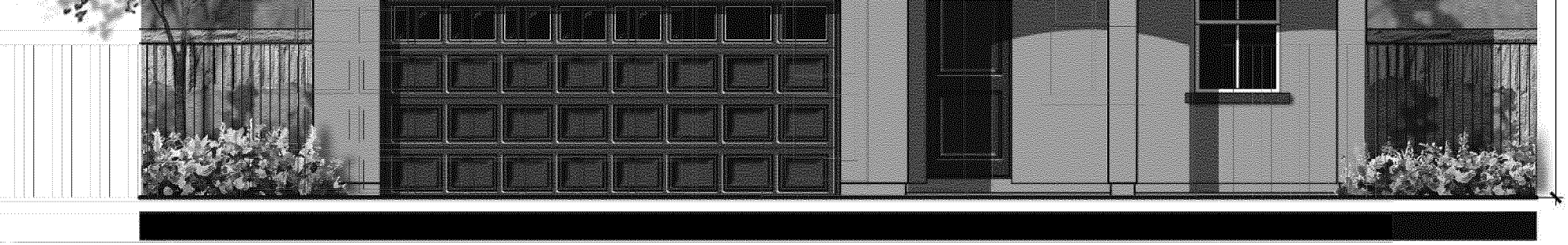
(WHERE OCCURS)

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ROOF:	CONCRETE "FLAT SHAKE" TILE 4:12 HIP AND GABLE
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
GABLE END:	BOARD AND BATTEN SIDING/ DECORATIVE CORBEL/STUCCO
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	STONE VENEER





COPY



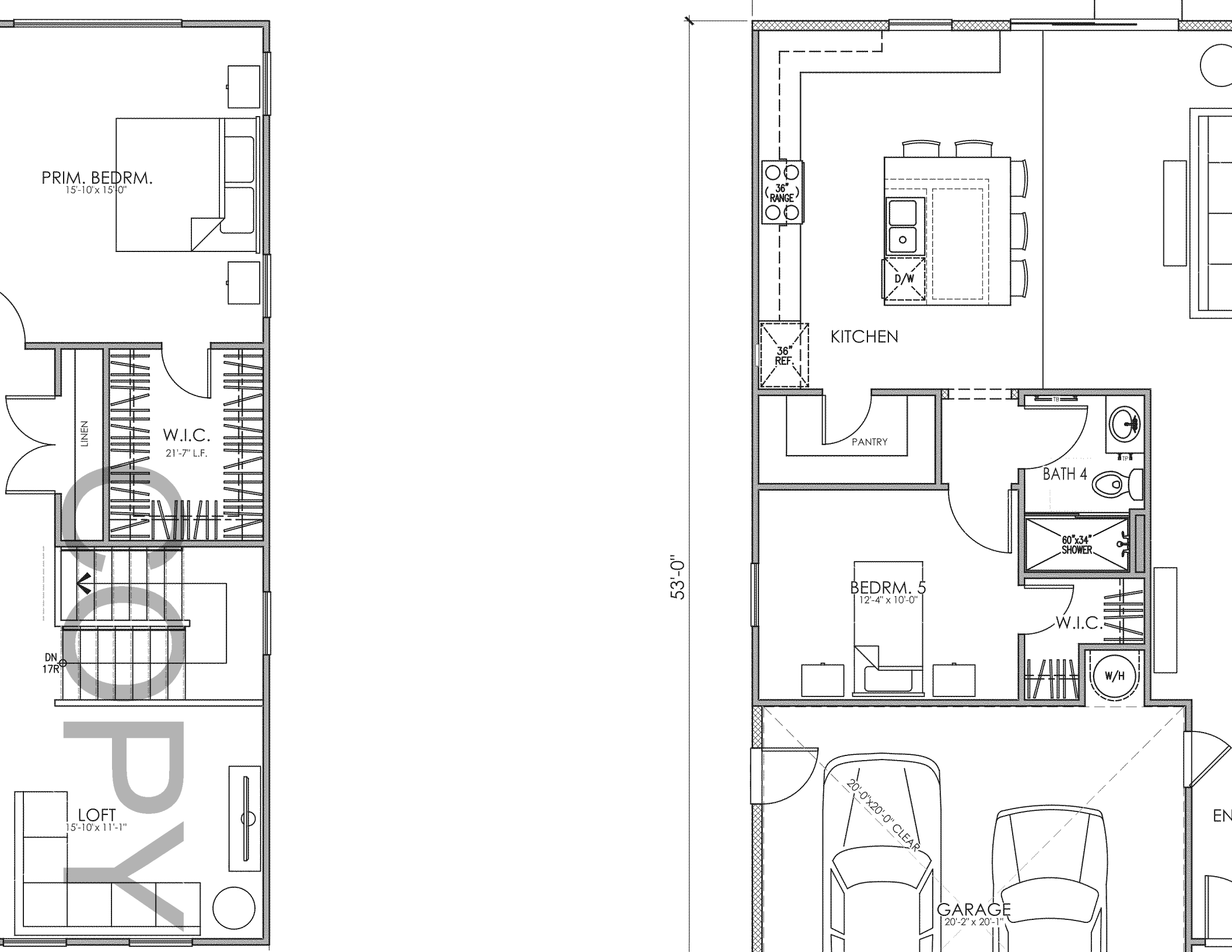
© 2025 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

A - SPANISH STYLE

COPY

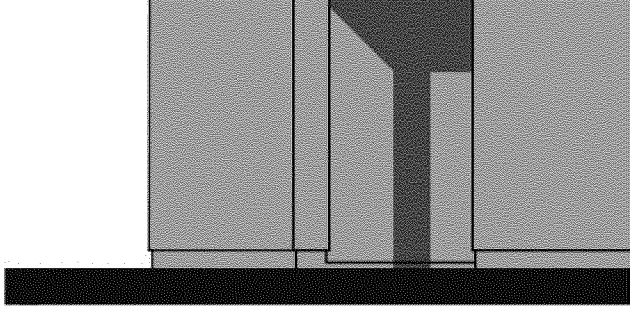





PRIM. BEDRM.
15'-10"x 15'-0"
LINEN
W.I.C.
21'-7" L.F.
DN
17R
LOFT
15'-10"x 11'-1"
53'-0"
36"
RANGE
D/W
KITCHEN
36"
REF.
PANTRY
TB
TP
BATH 4
60"x34"
SHOWER
BEDRM. 5
12'-4" x 10'-0"
W.I.C.
W/H
20'-0"x20'-0" CLEAR
GARAGE
20'-2" x 20'-1"
EN

COPY





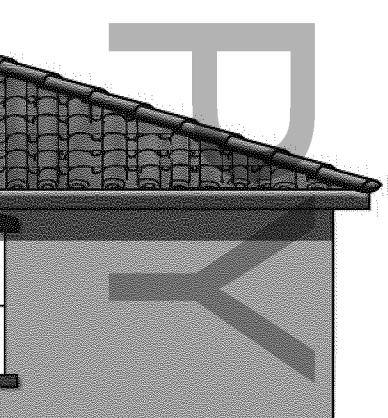
all, tree, and shrub locations

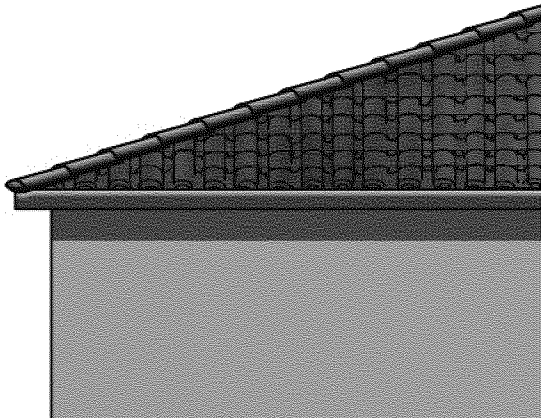
MATERIALS LEGEND

(WHERE OCCURS)

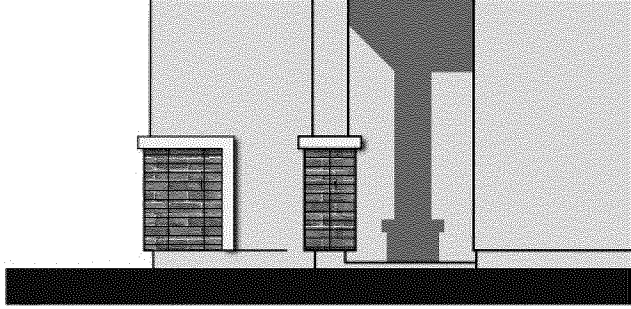
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GARAGE DOOR:	METAL SECTIONAL
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WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM

COPY









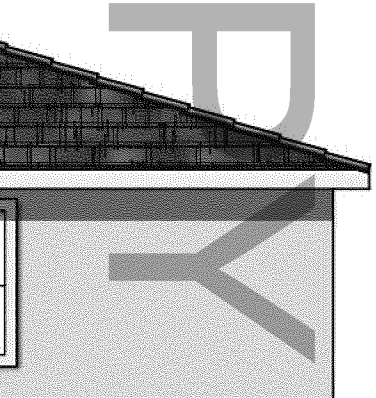
all, tree, and shrub locations

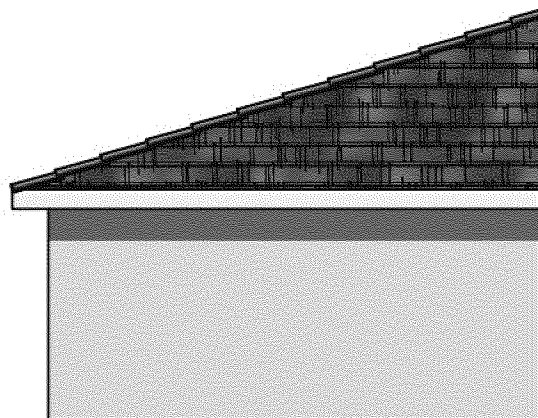
MATERIALS LEGEND

(WHERE OCCURS)

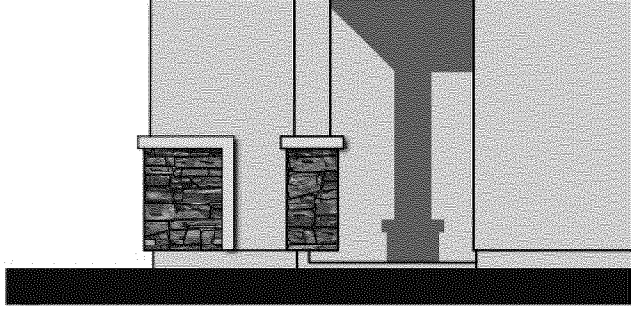
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GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE "FLAT SLATE" TILE 4:12 HIP
FASCIA:	2x6 WOOD
BARGE:	2x6 WOOD
WALL:	STUCCO/LAP SIDING
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	BRICK VENEER

COPY









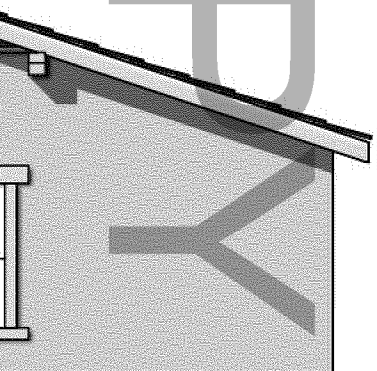
all, tree, and shrub locations

MATERIALS LEGEND

(WHERE OCCURS)

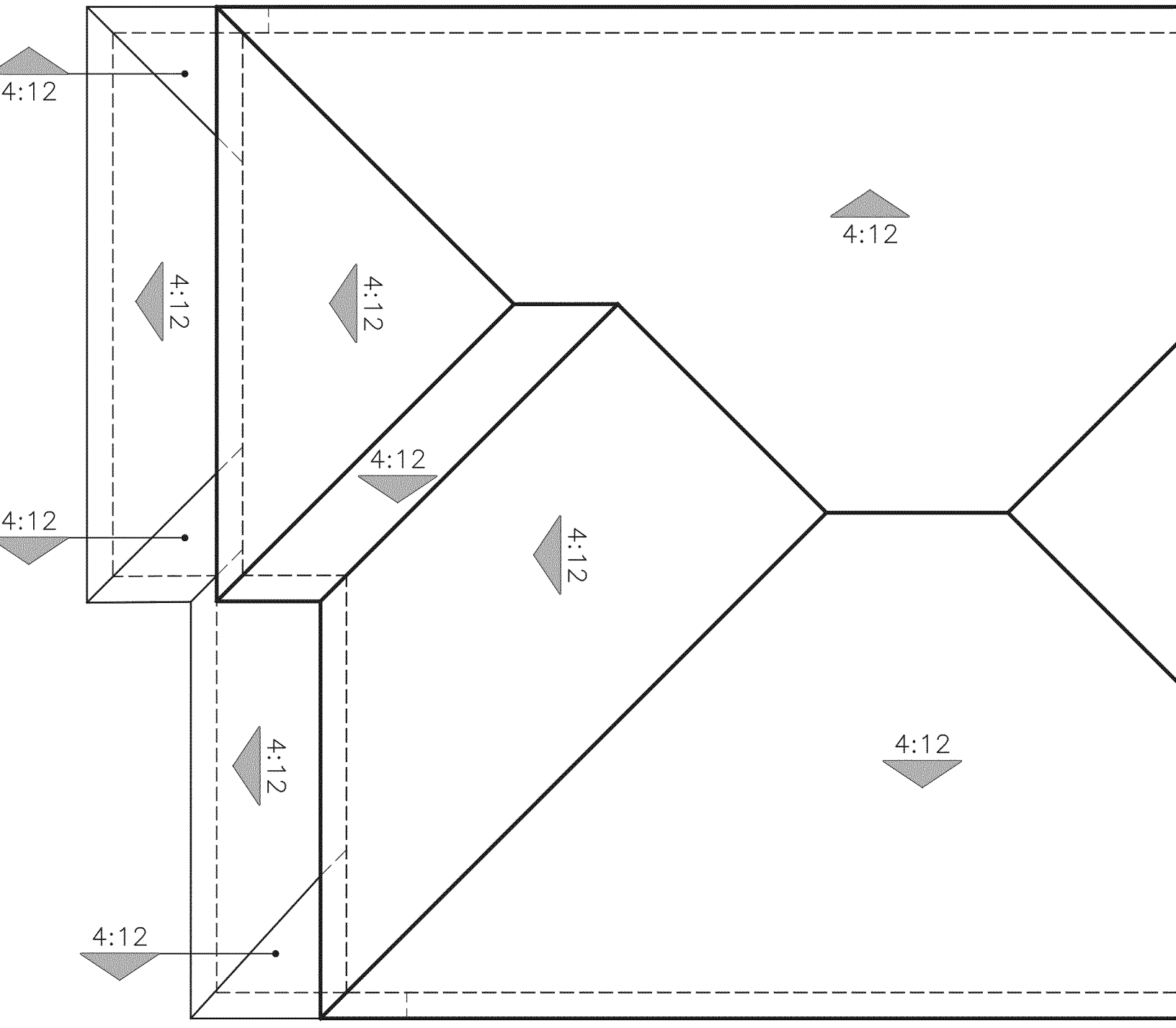
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GARAGE DOOR:	METAL SECTIONAL
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WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
WAINSCOT:	STONE VENEER

COPY





COPY



	SCHEME 4	SCHEME 5	SCHEME 6
	1557	1631	1539
NT MATCH **	SW7573 EAGLET BEIGE	SW6086 SAND DUNE	SW7646 FIRST STAR
TRIM	SW7551 GREEK VILLA	SW7004 SNOWBOUND	SW7005 PURE WHITE
G / CORNER GARAGE DOOR	SW9117 URBAN JUNGLE	SW6088 NUTHATCH	SW7673 PEWTER CAST
OOR	SW7745 MUDDLED BASIL	SW2837 AURORA BROWN	SW7069 IRON ORE
ACK BOND	TUNDRA LATIGO	TUNDRA HARTFORD	TUNDRA ASHLAND
	MAC MISTY COVE	MAC MISTY COVE	MAC MISTY COVE
AT SLATE	1FQCY4070 SEA PEARL BLEND	1FACS6464 CA MISSION BLEND	1FACS0330 APPALACHIAN BLEND
:	LINEN	SATIN	SATIN

ATIONS USE	SCHEME 7	SCHEME 8	SCHEME 9
	1572	1557	1528
NT MATCH **	SW7005 PURE WHITE	SW7573 EAGLET BEIGE	SW7632 MODERN GRAY
TRIM	SW7069 IRON ORE	SW7551 GREEK VILLA	SW7628 WINDFRESH WHITE
DING / DOOR	SW7757 HIGH REFLECTIVE WHITE	SW7740 MESSENGER BAG	SW6074 SPALDING GRAY
OOR / SHUTTERS	SW7069 IRON ORE	SW6373 HARVESTER	SW7625 MOUNT ETNA
RYSTACK TION	CLIFFSTONE BANFF SPRINGS	CLIFFSTONE BOARDWALK	CLIFFSTONE MANZANITA
	1FBCJ4072	1FBCF0198	1FBCJ3181

COPY

COPY

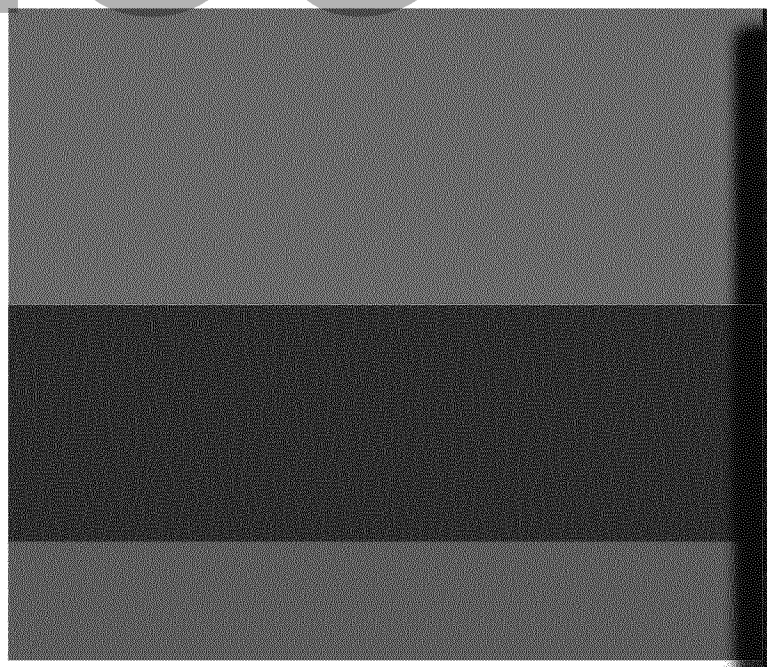
STUCCO BODY

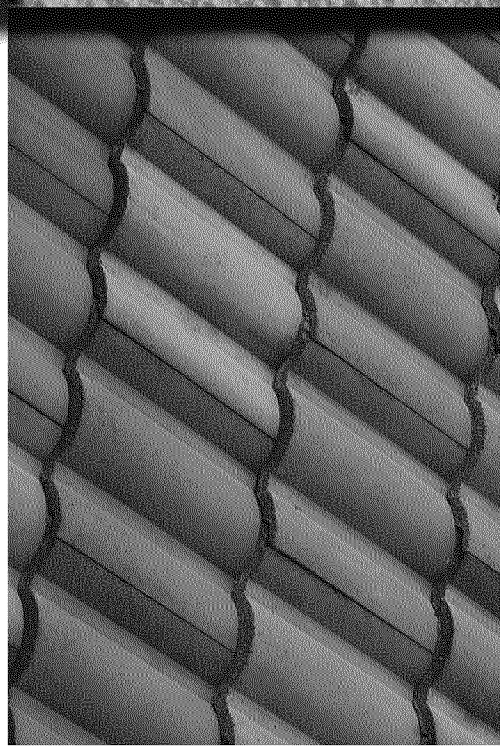


FASCIA / TRIM /
GARAGE DOOR

FRONT DOOR /
SHUTTERS

GABLE END DETAIL





ROOF

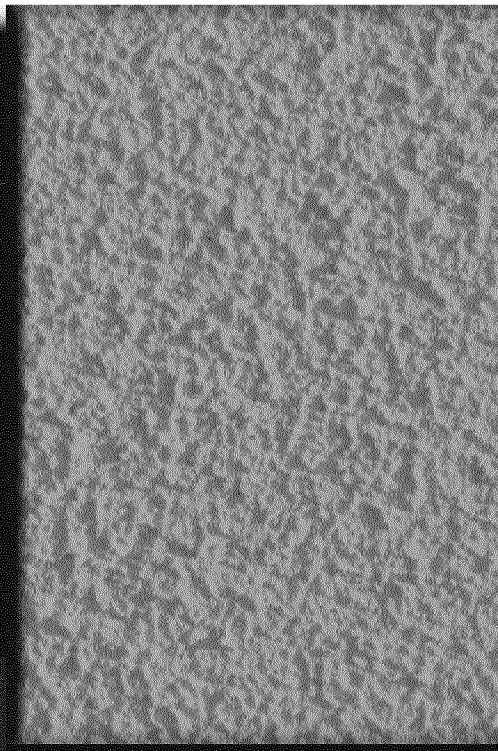
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FASCIA / TRIM

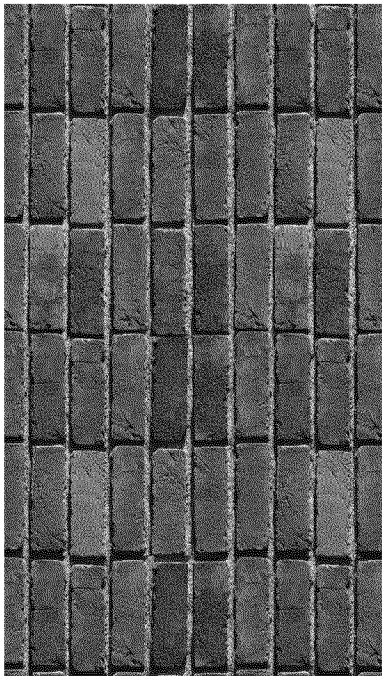
LAP SIDING /
CORNER BOARDS /
GARAGE DOOR

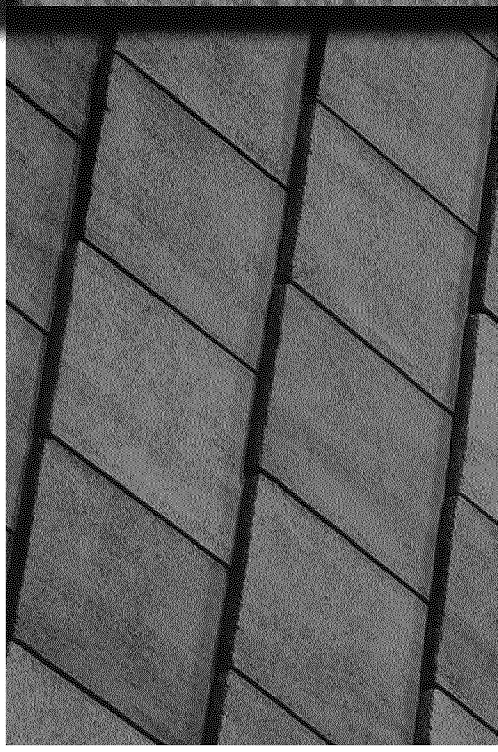
FRONT DOOR

STUCCO BODY



BRICK





ROOF

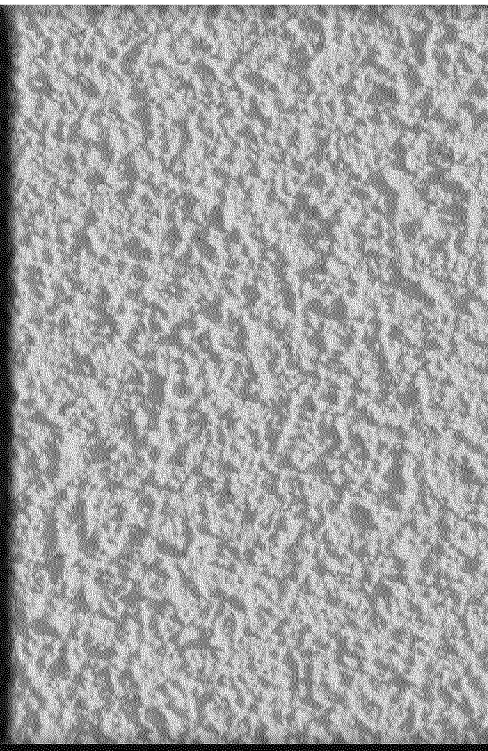
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FASCIA / TRIM

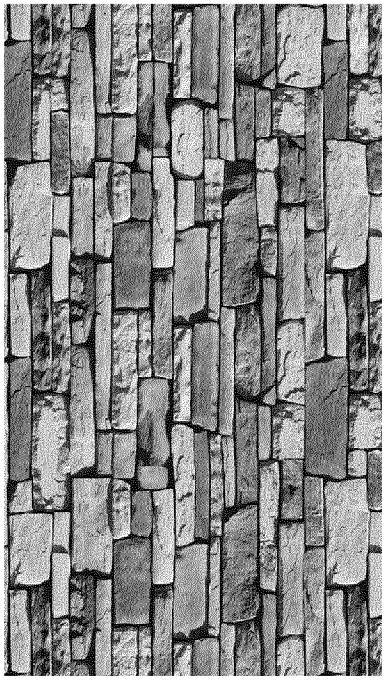
GABLE SIDING /
GARAGE DOOR

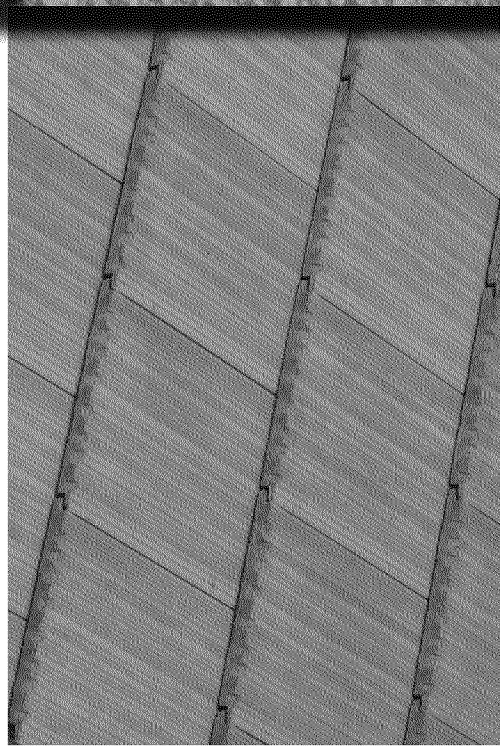
FRONT DOOR /
SHUTTERS

STUCCO BODY



STONE





ROOF

LANDSCAPE DESIGN GUIDELINES

These Landscape Design Guidelines articulate the various landscape design components of Chacon Farms thematic identity. The community's landscape theme draws from the rural, agricultural heritage of the San Jacinto area.

As demonstrated by Exhibit B, Conceptual Landscape Plan, the landscape concept is intended to create a sense of community identity that links together Chacon Farms' residential land uses. Furthermore, the recommended plant palette is designed to reinforce and emphasize the community's landscape theme at major focal points.

Although a great deal of specific design information is provided in these Landscape Design Guidelines, these Guidelines are not intended to establish a set of rigid landscaping requirements for the Chacon Farms community. Instead, these Guidelines provide landscape principals and standards to ensure that plant materials, streetscapes community wall and fences are compatible with the community's design theme. These Guidelines are intended to be a living document and, as such, are subject to modification over time to allow for creative and innovative responses to unanticipated conditions, such as changes in housing design trends or community desires.

A. Plant Palette

The plant palette for Chacon Farms complements and enhances the community's setting, while also reducing irrigation needs and conserving water resources. The plant palette includes colorful plant materials along with trees appropriate for the property's climatic conditions. The plant palette also emphasizes other design elements in the community, such as the recommend architectural styles, monumentation sign, walls and fences, etc. Many of the plant materials are water efficient species native to Southern California or naturalized to the arid Southern California climate.

The plant palette provides a list of the plant materials approved for use in the Chacon Farms' community. The plans listed in the plant palette provide a base palette for the community's landscape design. Other similar plant materials may be substituted provided the selected plant materials are water-efficient and complement the Chacon Farms community theme. Plant selection for specific areas of the community shall have similar watering requirements so that the irrigation systems can be designed to minimize water us and plant materials can thrive under optimal conditions.

B. Walls & Fences

The conceptual Wall and Fence Plan for the Chacon Farms community is illustrated on Exhibit B. As shown, a variety of walls and fences are provided throughout the community to minimize roadway noise, increase privacy within each residential lot, and increase safety along the existing streets. Community walls and fences are designed as an integral component and

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

COPY

CHACON FARMS

extension for the building designed and surrounding landscape. Gates should be complementary in style and color to its fence or wall.

Decorative Block Wall. Decorative block walls are located between roadways and residential lots to maximize privacy and provide noise attenuation. The decorative block wall shall be up to six feet (6') tall (from the resident's yard finish grade elevation). Corner returns shall be decorative block wall.

Privacy fences are provided in the rear and side yards of residential lots that do not have masonry walls. These privacy fences are vinyl. A minimum and maximum of six feet (6') tall.

B. Amenities

The community includes multiple new ways for residents to connect with the surrounding community include new sidewalks/trails along the perimeter streets and new pedestrian routes between Seventh Street, Cawston Avenue, and Esplanade.

The four HOA maintained parks include amenities such as pickleball court, shade structures, picnic tables, playgrounds, open space, walkways, benches, and BBQs.

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

COPY

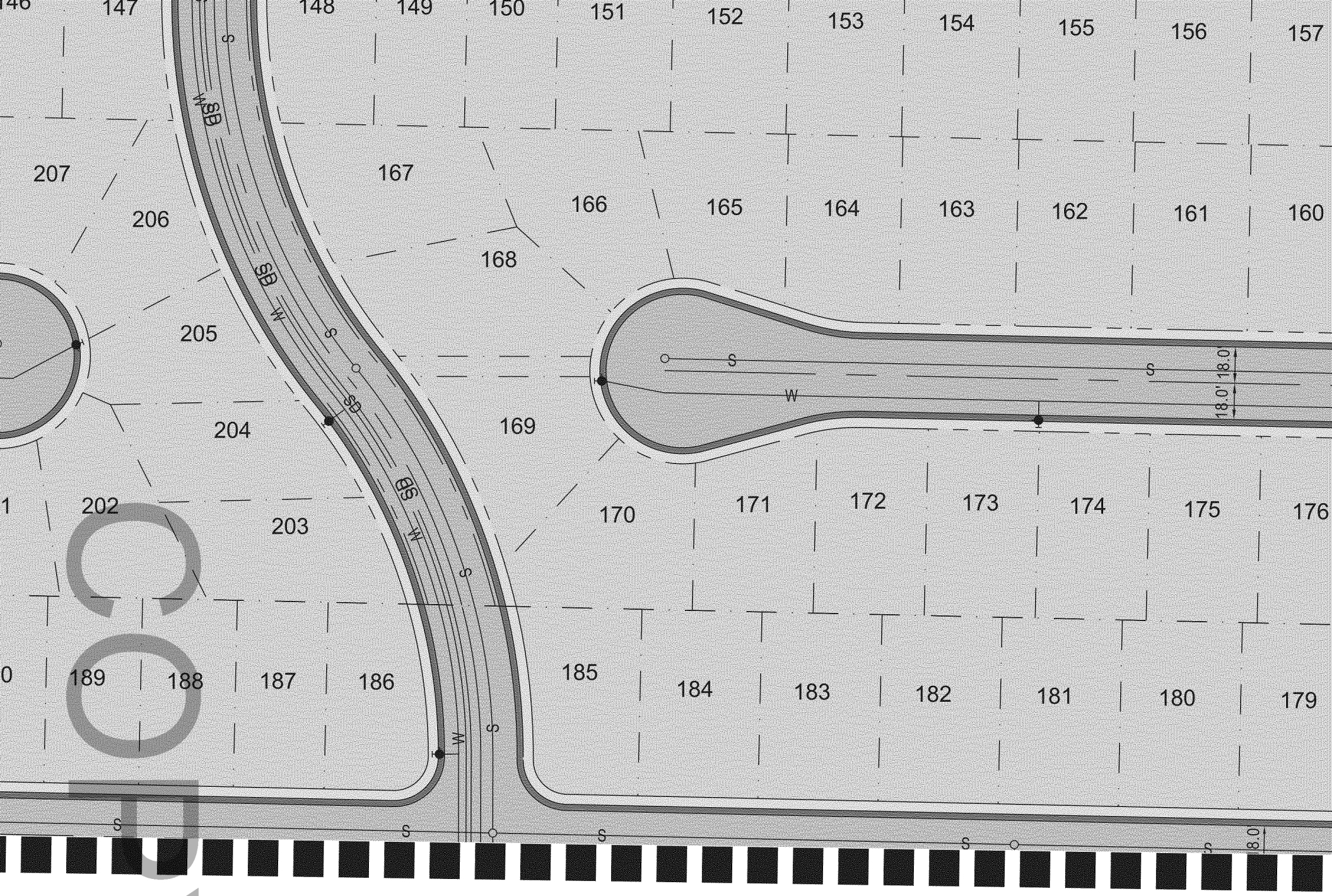
CHACON FARMS

Exhibit B – Landscape Architecture

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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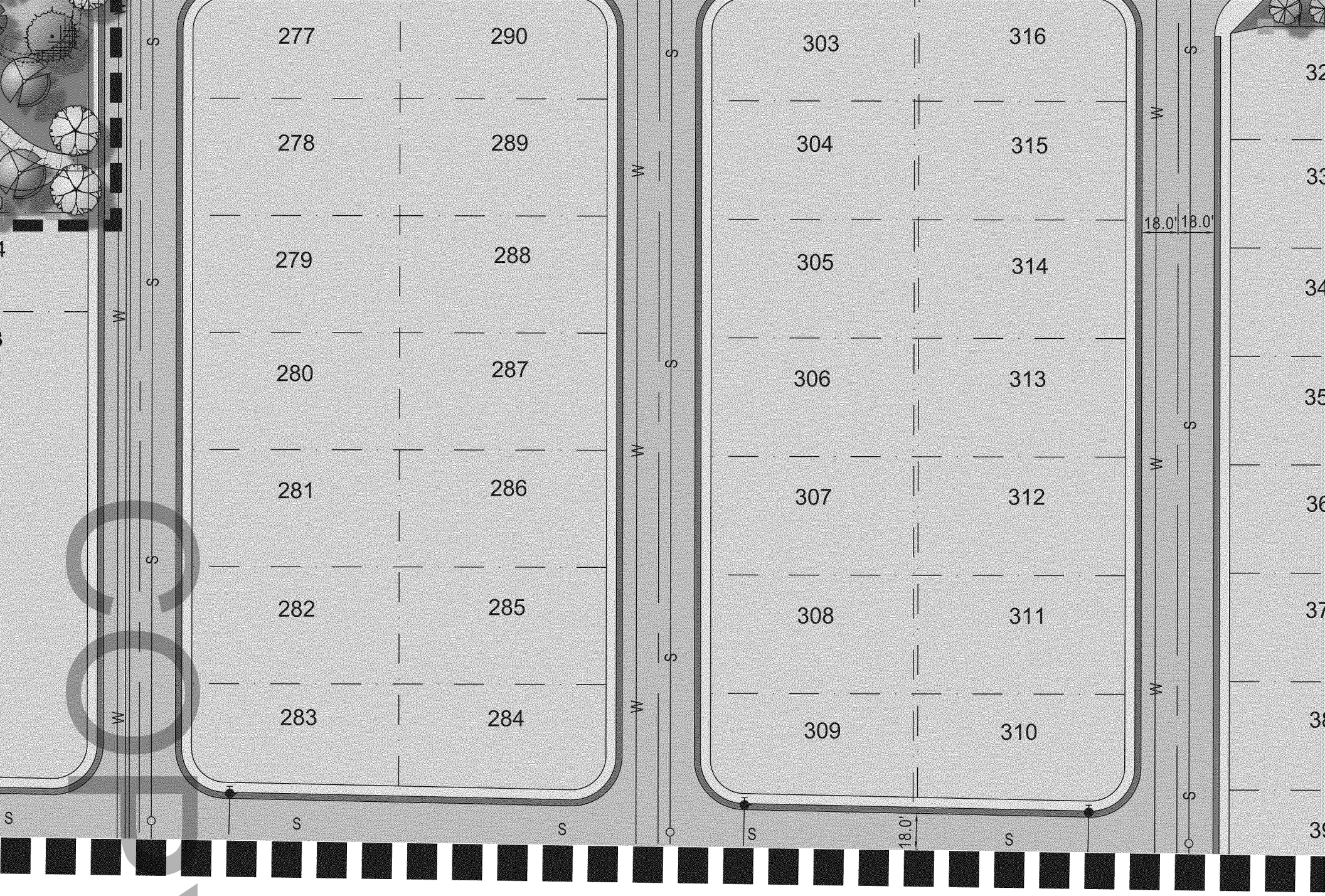
CHACON FARMS



MATCHLINE - SEE SHEET 2

PROPOSED

DRAINAGE BASIN HYDROSEED SCHEDULE - WUCOLS - LOW



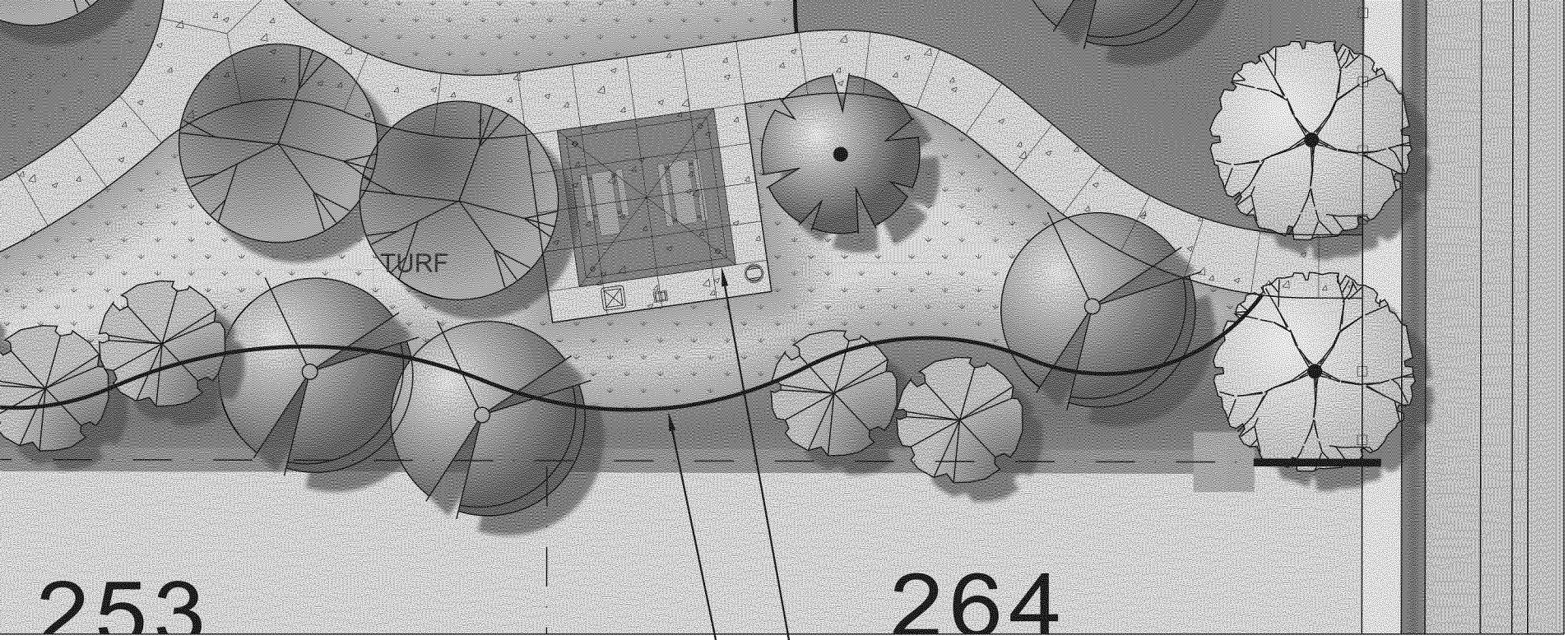
IE - SEE SHEET 3



PROPOSED PERIMETER
BLOCK WALL

P
2
3
4

SD
SD
SD



SHADE STRUCTURE WITH PICNIC TABLES

CONCRETE MOW CURB BETWEEN TURF AND SHRUB AREAS

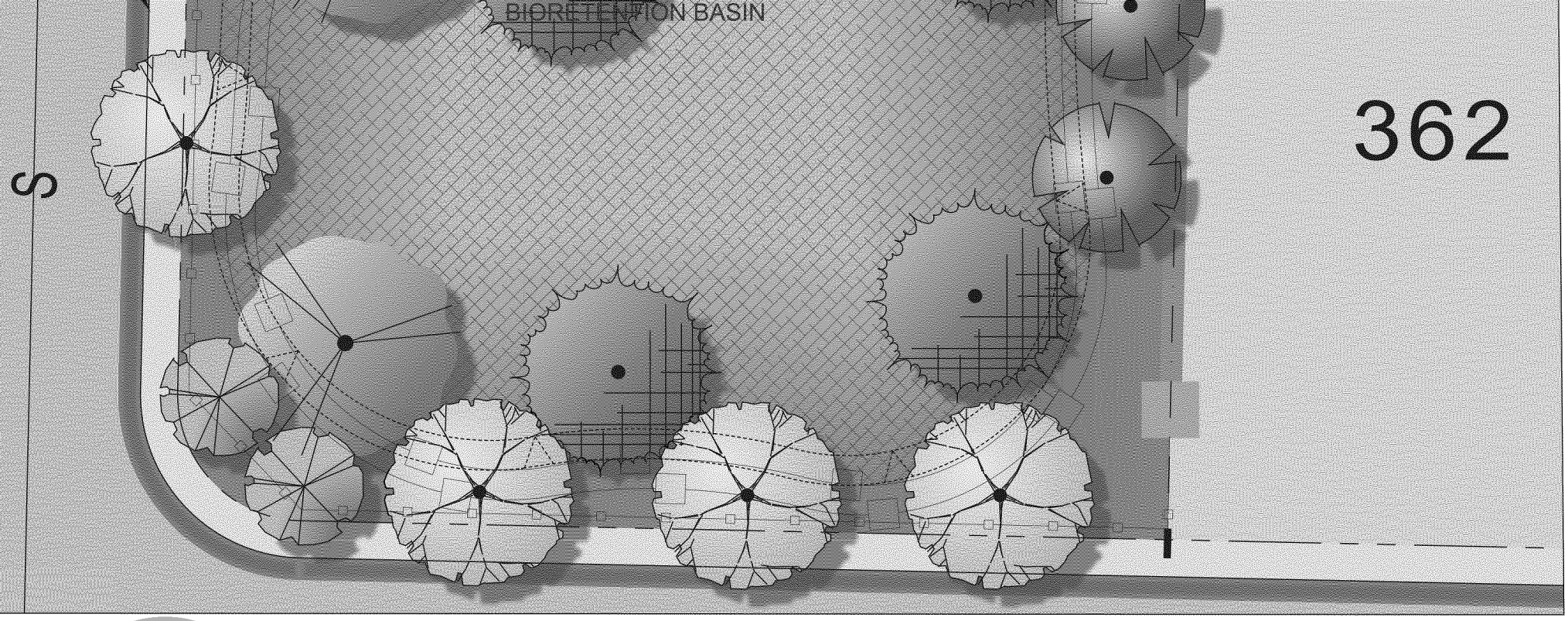
ENLARGMENT

COPY



BIORETENTION BASIN PLANT SCHEDULE - WUCOLS - LO

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE

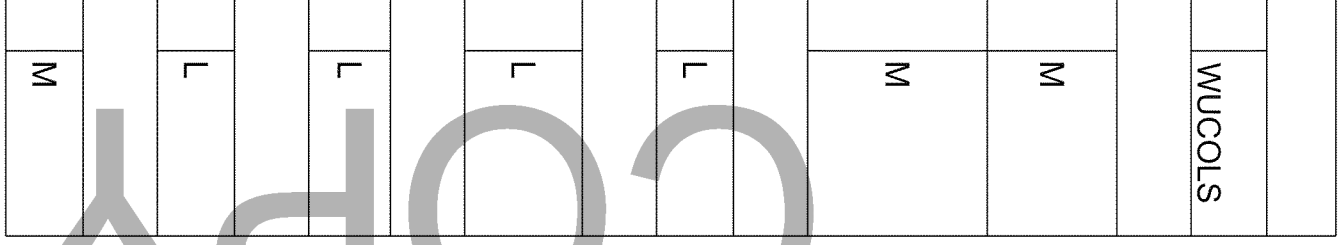


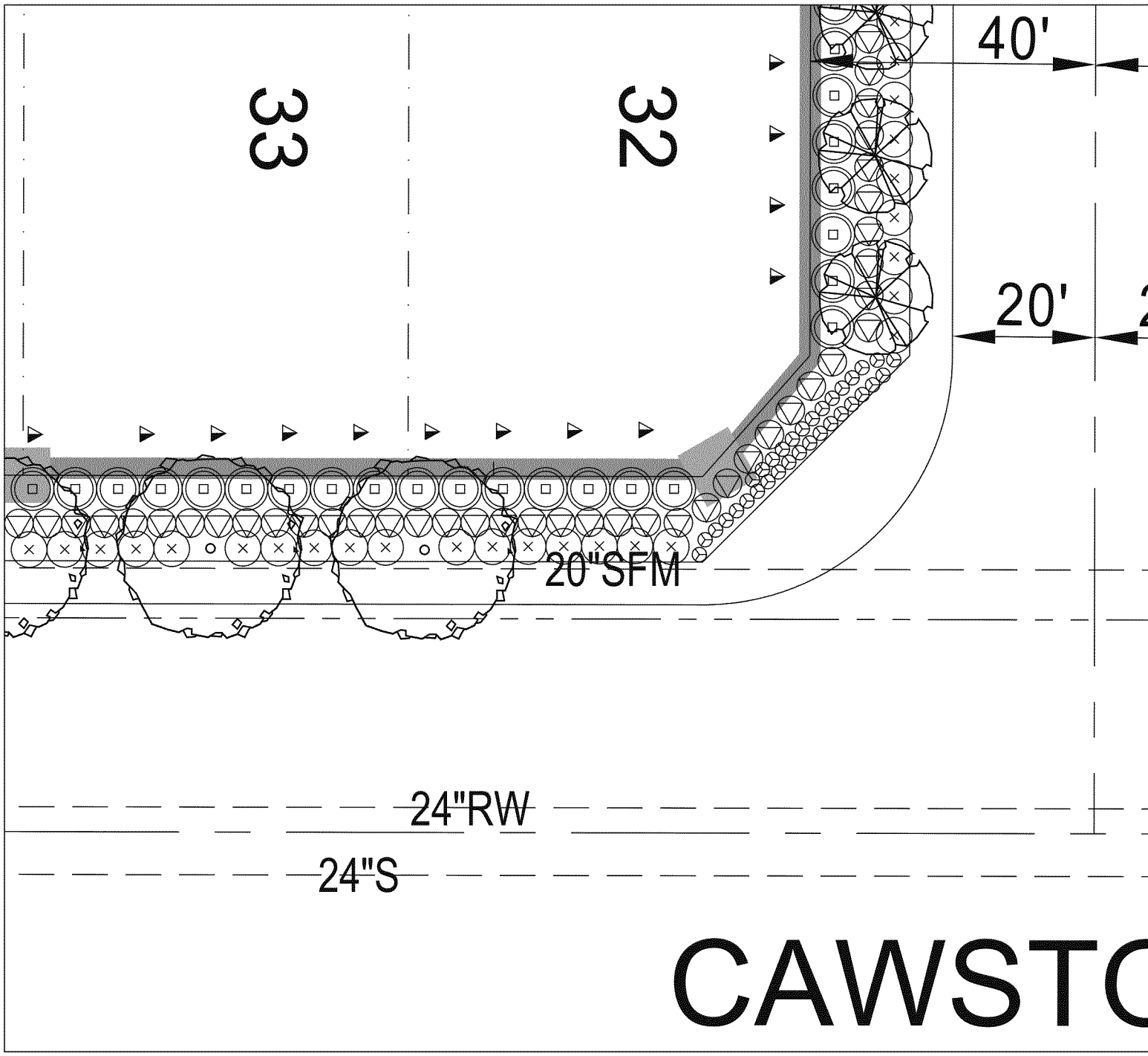
T/EAST ENLARGMENT

COPY

BIORETENTION BASIN PLANT SCHEDULE - WUCOLS - LOW				
SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	WUCOLS

COPY





CAWSTONE PLANTING



OBILIS 'MONRIK'



LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'

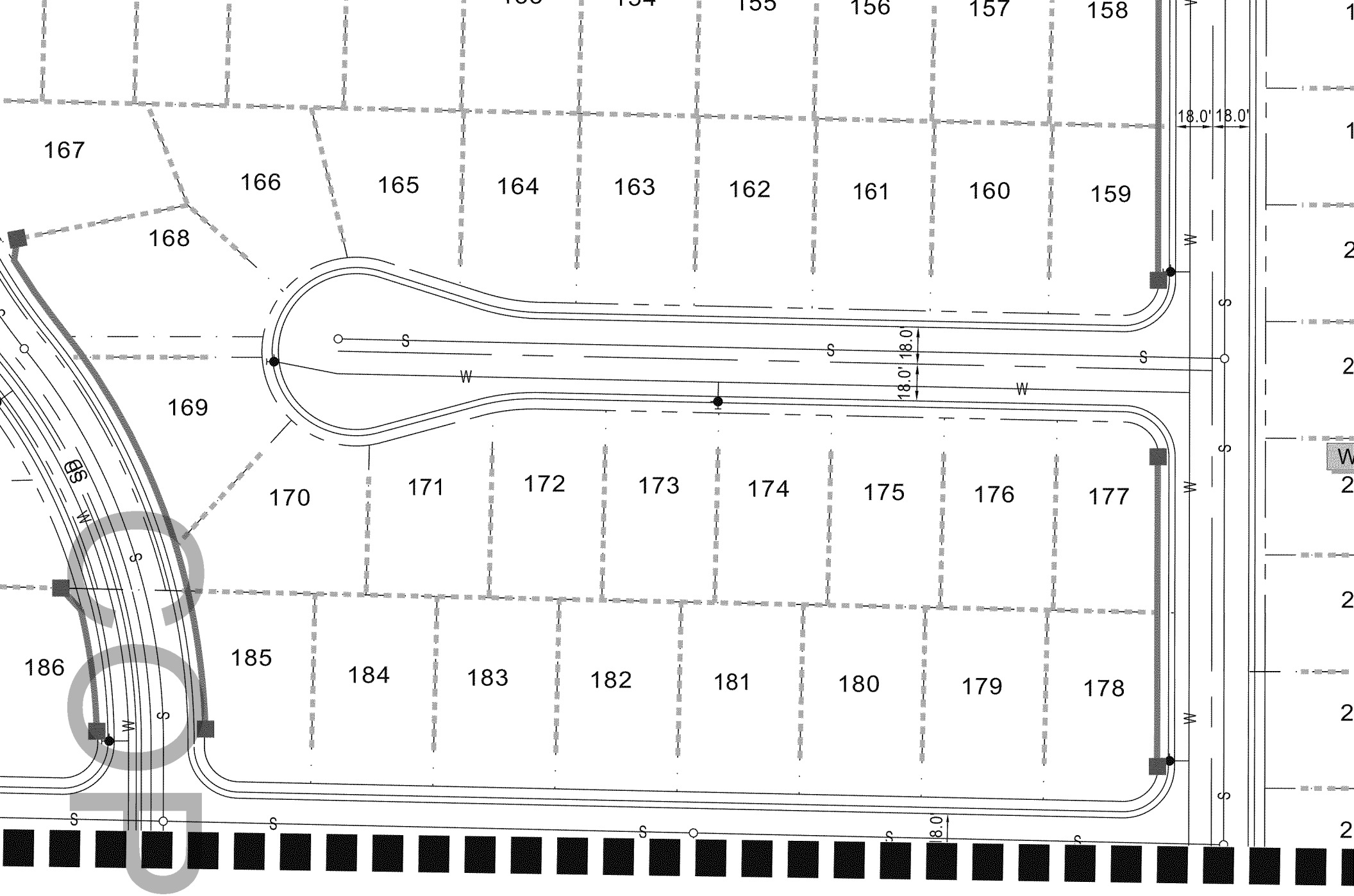


OLEA EUROPAEA 'MONTRA'



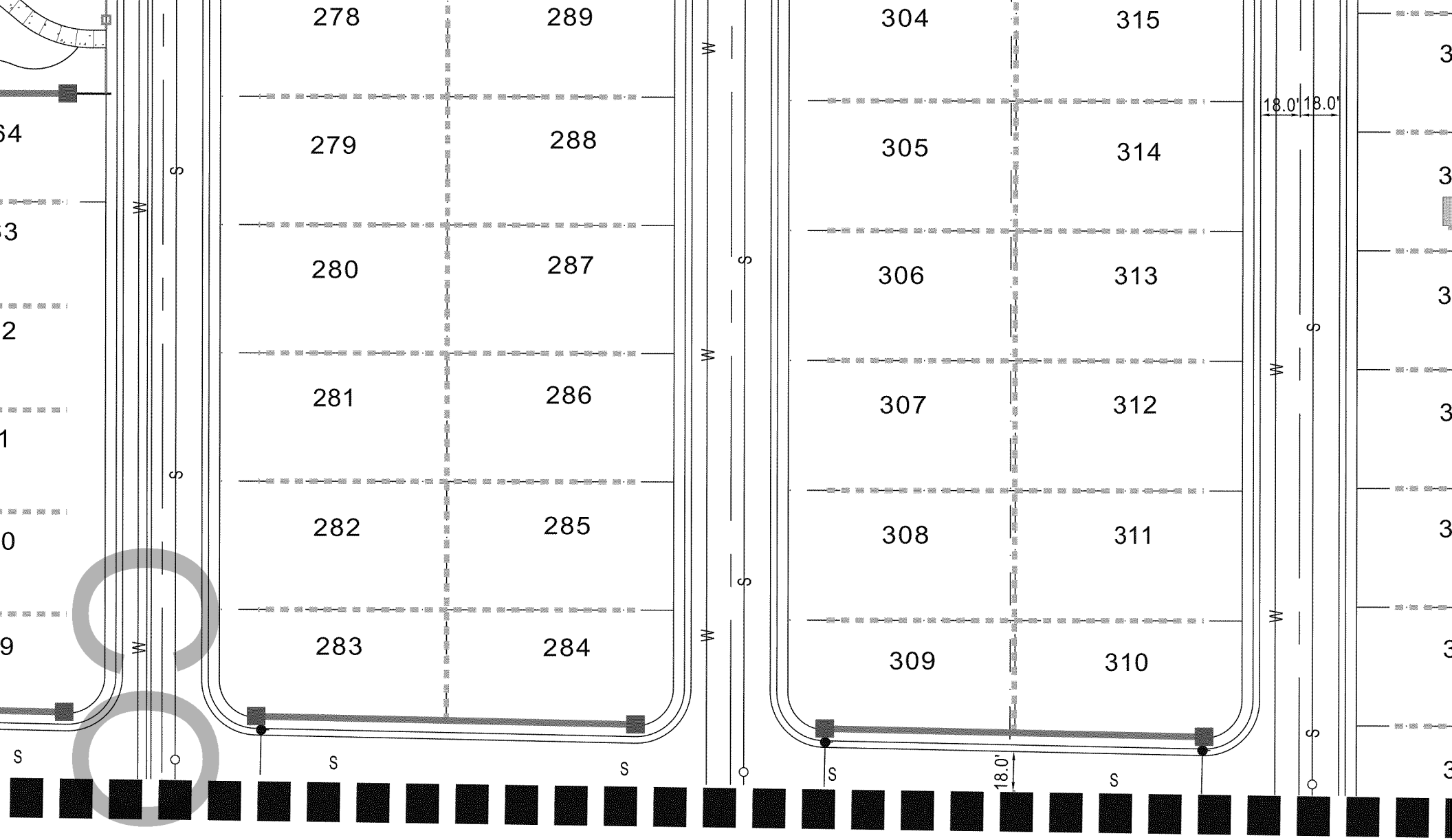






MATCHLINE - SEE SHEET 10

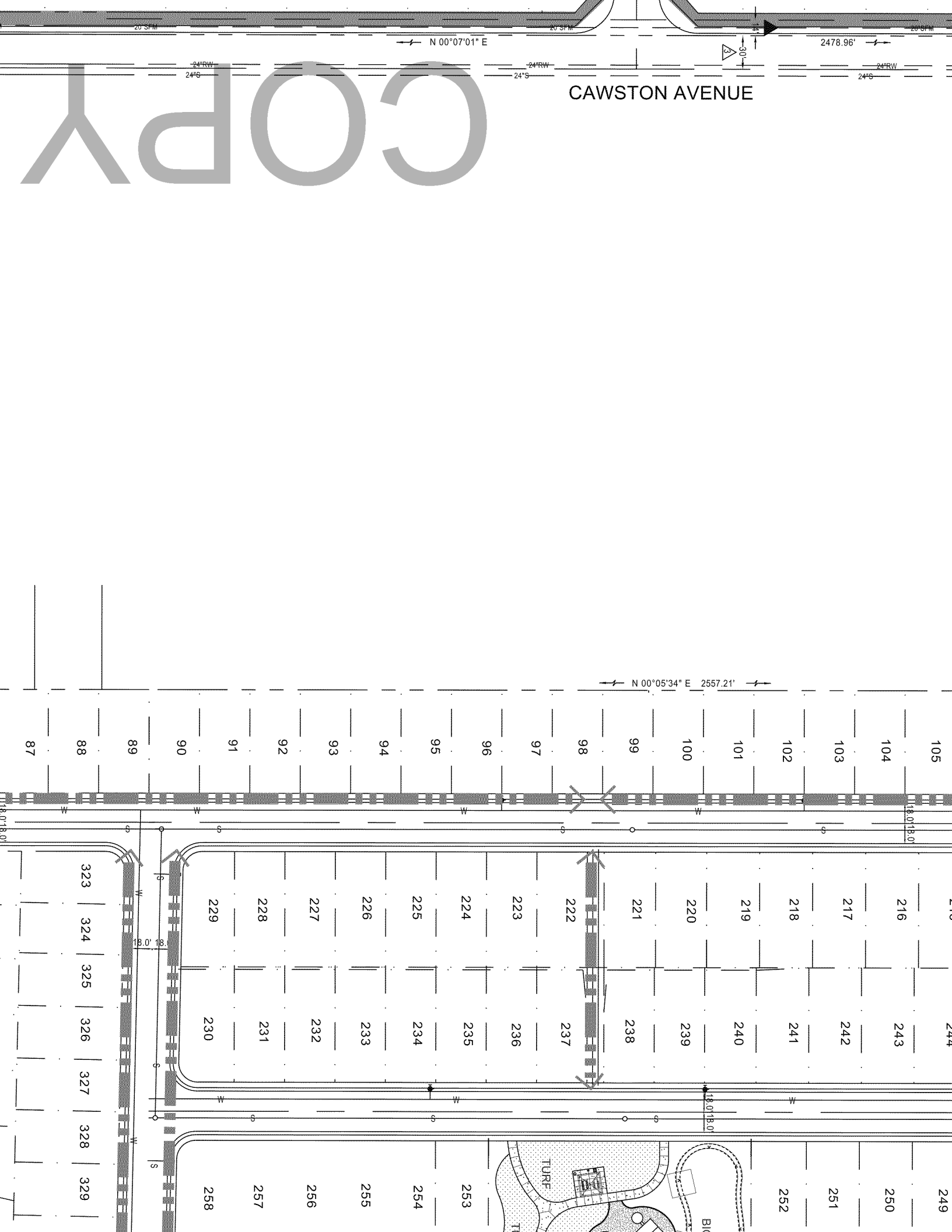
COPY



NE - SEE SHEET 11


W-06
392
393
394
395
396
397
398
399
400
401
411
410
409
408
407
406
405
404
403
402
18.0'
18.0'
W-02
63
62
61
60
59
58
57
56
55
54
53
W-01
6"SFM
6"SFM

COPY



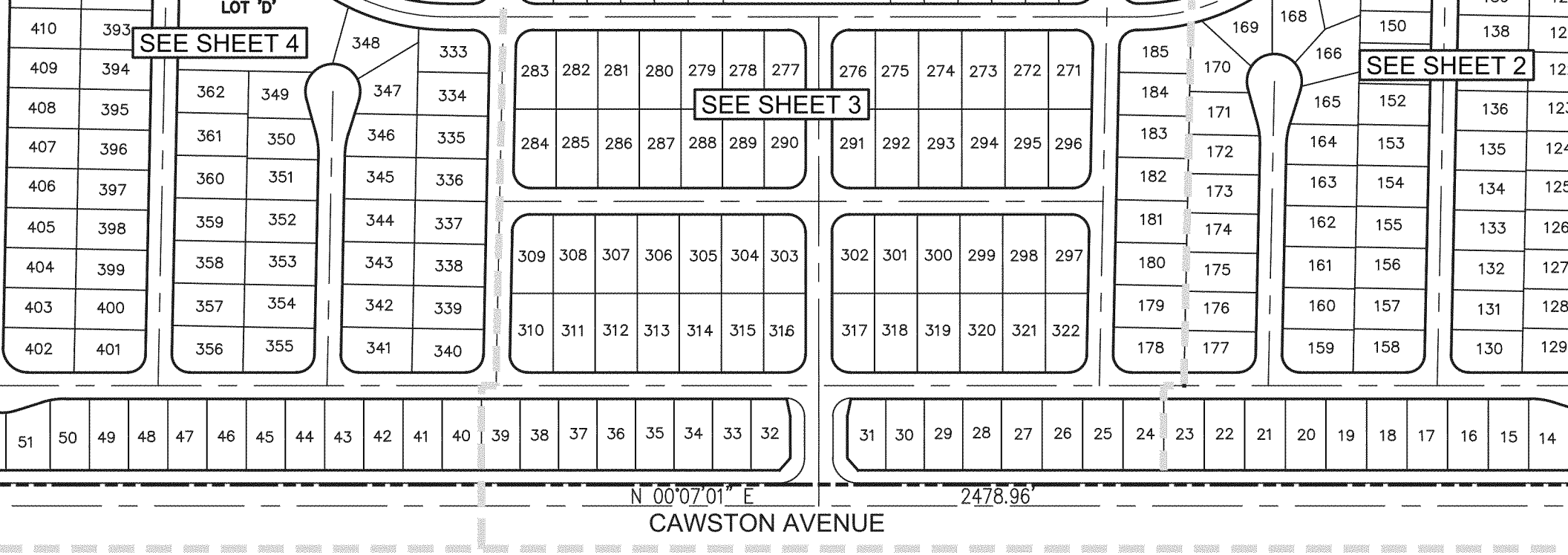
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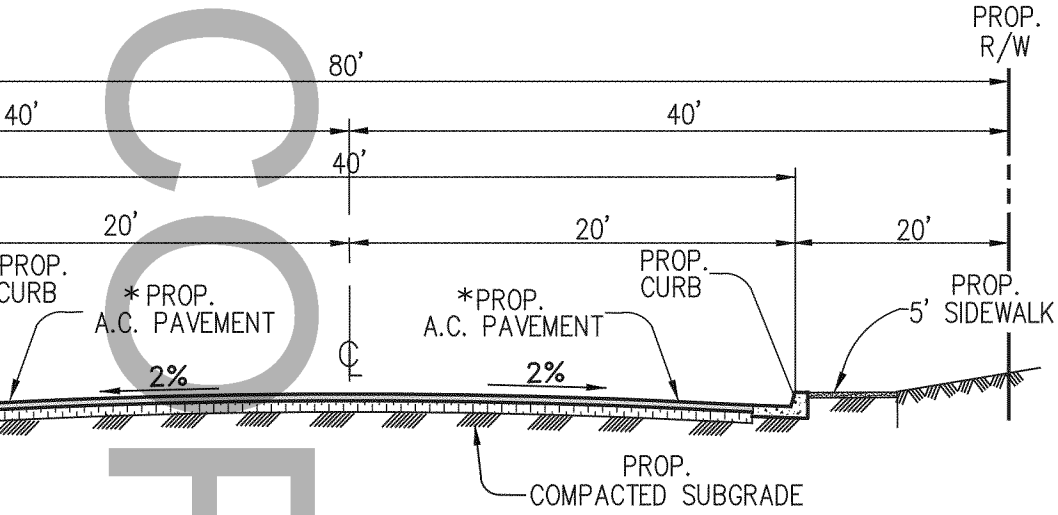
Exhibit C - Tentative Tract Map

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

COPY

CHACON FARMS





TYPICAL STREET SECTION
RANCE ROADS - STREET 'K'/MODIFIED LOCAL PRIVATE STREETS

NOT TO SCALE

T.I. = 5.5

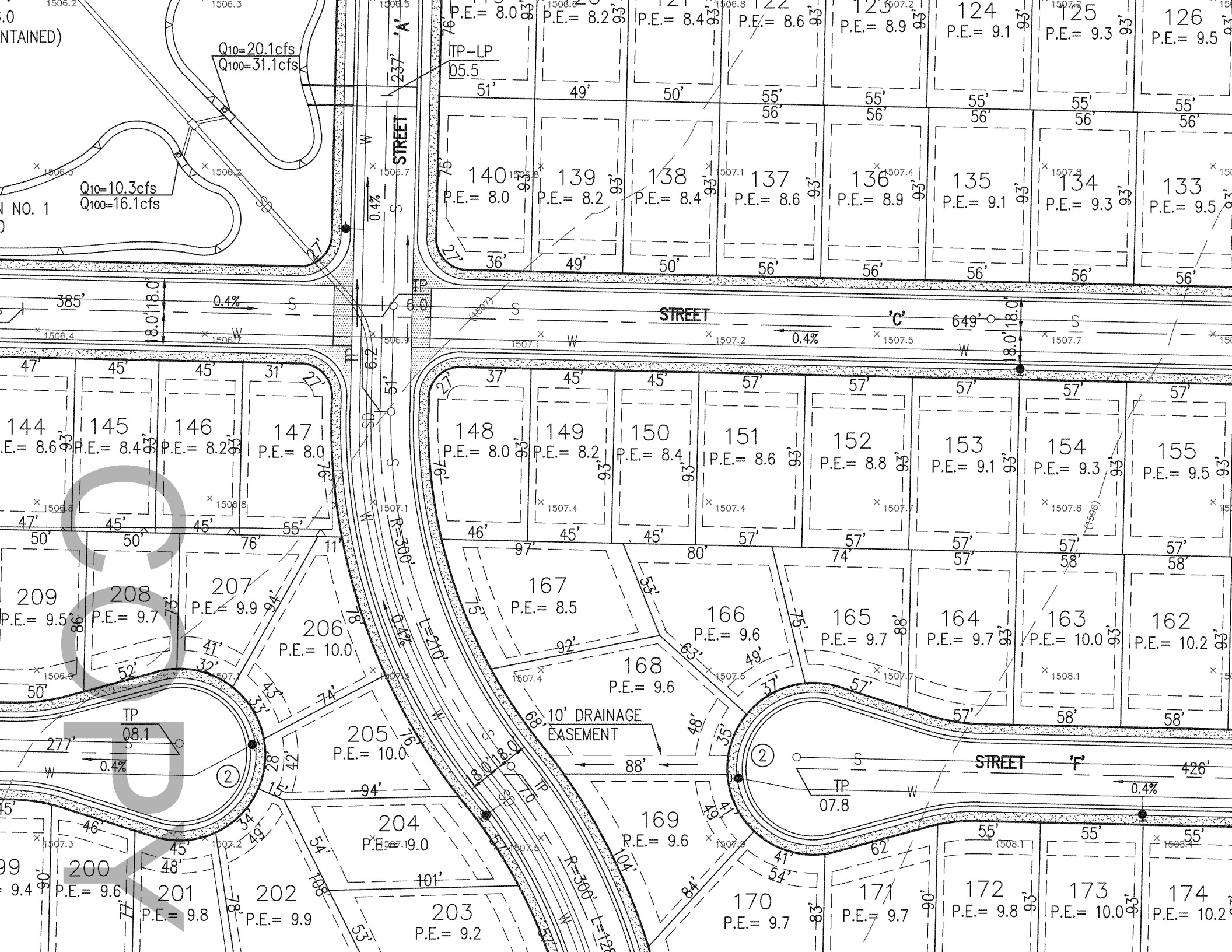
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.

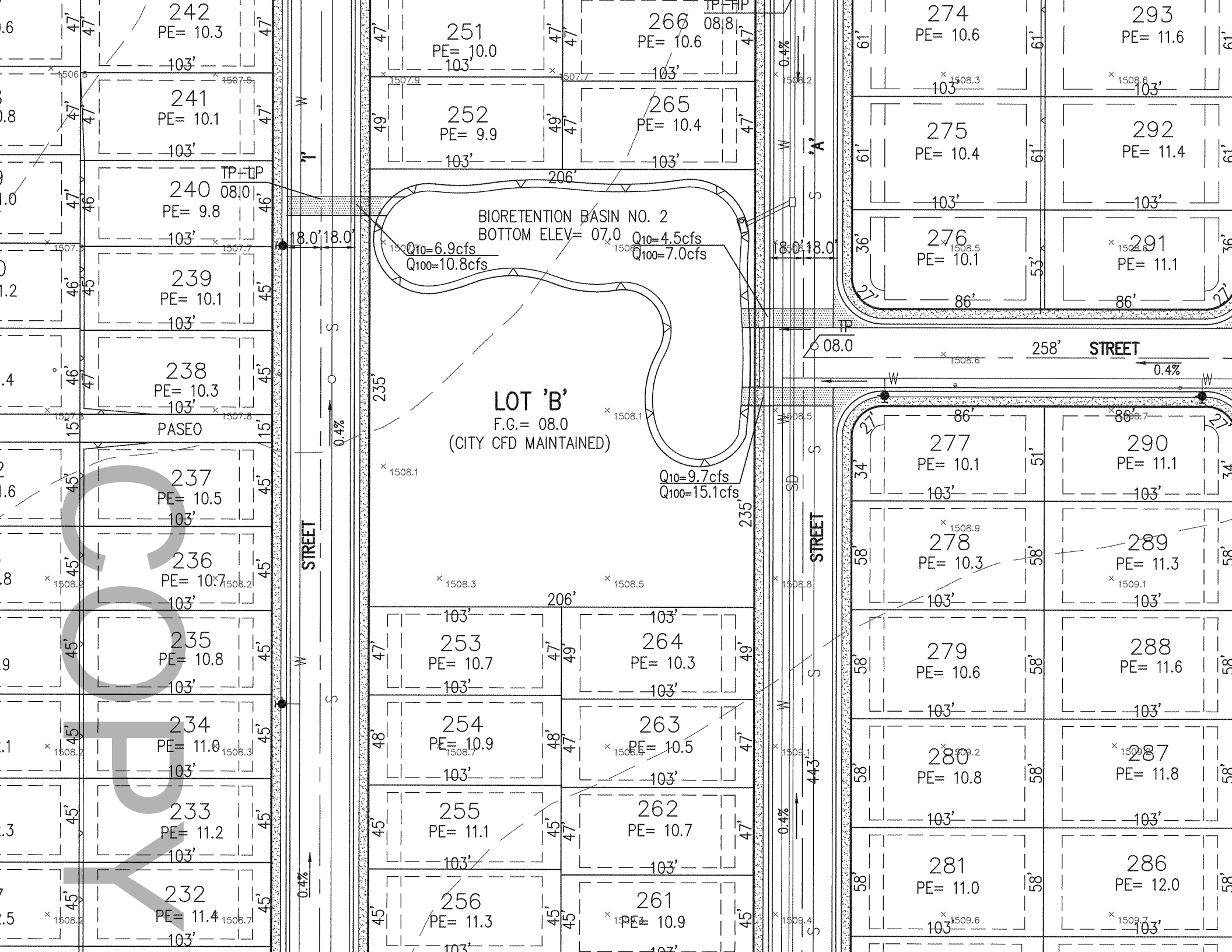
EASEMENT NOTES

1. A RIGHT OF WAY FOR ONE DITCH, FLUME OR OTHER AQUEDUCT, ACRO THE LAND OF ANY OTHER OWNER LYING BETWEEN THE LANDS OF SAID OWNER AND THE SAN JACINTO VIEJO, BY DECREE OF PARTITION OF SA RANCHO RECORDED IN BOOK 43, PAGE 161 OF DEEDS, RECORDS OF SA DIEGO COUNTY, CALIFORNIA. ROUTE NOT DEFINED OF RECORD.

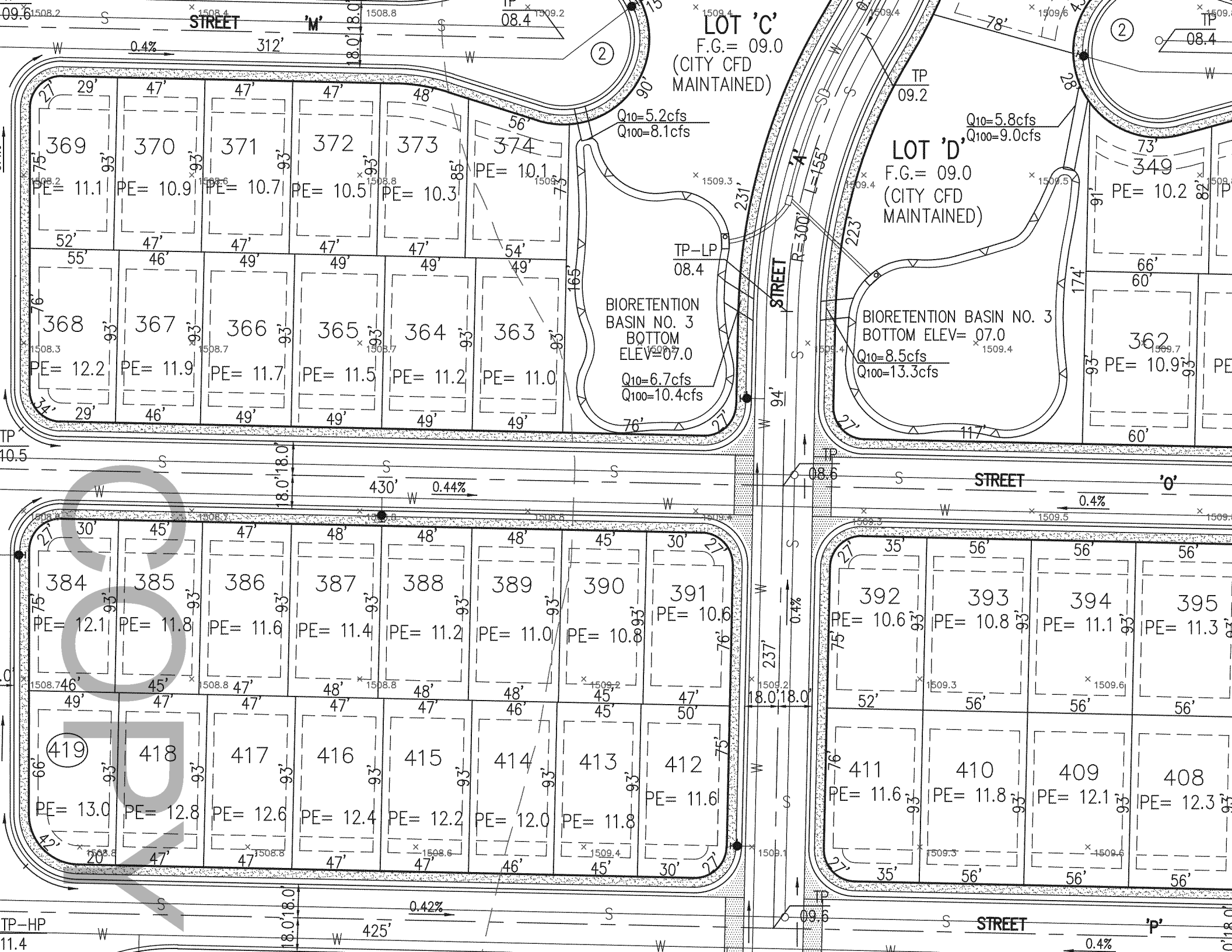
2. THE RIGHT TO DEVELOP, TAKE, EXPORT AND APPROPRIATE TO ITS OWN IN ANY MANNER AND BY AN AGENCY, ALL WATER THAT MAY BE DISCO IN OR THAT MAY BE DEPOSITED IN OR UNDERLIE THE PROPERTY HEREI DESCRIBED, AND ALL RIPARIAN AND OTHER WATER RIGHTS THAT MAY AND APPURTENANT TO OR BELONG TO THE SAID LAND; PROVIDED, HO THAT NO WORKS FOR THE DEVELOPMENT OF SAID WATER SHALL BE LOCATED ON THE LANDS HEREIN DESCRIBED; AND PROVIDED, HOWEVER FURTHER, THAT THE OWNERS SHALL HAVE THE RIGHT TO DEVELOP WA FOR DOMESTIC USE ON SAID LAND, CONVEYED BY DEED FROM THE SA JACINTO LAND COMPANY TO CITIZENS WATER COMPANY OF SAN JACIN RECORDED DECEMBER 4, 1911 IN BOOK 341, PAGE 195 OF DEEDS

COPY


Q10=20.1cfs
Q100=31.1cfs
Q10=10.3cfs
Q100=16.1cfs
STREET 'A'
STREET 'C'
STREET 'F'
TP-LP 05.5
TP 08.1
TP 07.8
10' DRAINAGE EASEMENT
R=300'
L=210'
R=300' L=12
140 P.E.= 8.0
139 P.E.= 8.2
138 P.E.= 8.4
137 P.E.= 8.6
136 P.E.= 8.9
135 P.E.= 9.1
134 P.E.= 9.3
133 P.E.= 9.5
124 P.E.= 9.1
125 P.E.= 9.3
126 P.E.= 9.5
144 P.E.= 8.6
145 P.E.= 8.4
146 P.E.= 8.2
147 P.E.= 8.0
148 P.E.= 8.0
149 P.E.= 8.2
150 P.E.= 8.4
151 P.E.= 8.6
152 P.E.= 8.8
153 P.E.= 9.1
154 P.E.= 9.3
155 P.E.= 9.5
209 P.E.= 9.5
208 P.E.= 9.7
207 P.E.= 9.9
206 P.E.= 10.0
205 P.E.= 10.0
204 P.E.= 9.0
203 P.E.= 9.2
202 P.E.= 9.9
201 P.E.= 9.8
200 P.E.= 9.6
167 P.E.= 8.5
166 P.E.= 9.6
165 P.E.= 9.7
164 P.E.= 9.7
163 P.E.= 10.0
162 P.E.= 10.2
168 P.E.= 9.6
169 P.E.= 9.6
170 P.E.= 9.7
171 P.E.= 9.7
172 P.E.= 9.8
173 P.E.= 10.0
174 P.E.= 10.2


BIORETENTION BASIN NO. 2
BOTTOM ELEV= 07.0
Q10=6.9cfs
Q100=10.8cfs
Q10=4.5cfs
Q100=7.0cfs
Q10=9.7cfs
Q100=15.1cfs
LOT 'B'
F.G.= 08.0
(CITY CFD MAINTAINED)
PASEO
STREET
STREET
258' STREET
206'
235'
443'
TP=HP 08.8
TP=HP 08.0
TP 08.0
18.0'
0.4%
241 PE= 10.1
242 PE= 10.3
240 PE= 9.8
239 PE= 10.1
238 PE= 10.3
237 PE= 10.5
236 PE= 10.7
235 PE= 10.8
234 PE= 11.0
233 PE= 11.2
232 PE= 11.4
251 PE= 10.0
252 PE= 9.9
266 PE= 10.6
265 PE= 10.4
253 PE= 10.7
254 PE= 10.9
255 PE= 11.1
256 PE= 11.3
264 PE= 10.3
263 PE= 10.5
262 PE= 10.7
261 PE= 10.9
274 PE= 10.6
275 PE= 10.4
276 PE= 10.1
277 PE= 10.1
278 PE= 10.3
279 PE= 10.6
280 PE= 10.8
281 PE= 11.0
293 PE= 11.6
292 PE= 11.4
291 PE= 11.1
290 PE= 11.1
289 PE= 11.3
288 PE= 11.6
287 PE= 11.8
286 PE= 12.0

COPY


STREET 'M'
0.4%
312'
18.0'
LOT 'C'
F.G.= 09.0
(CITY CFD MAINTAINED)
Q10=5.2cfs
Q100=8.1cfs
TP 08.4
TP 09.2
Q10=5.8cfs
Q100=9.0cfs
LOT 'D'
F.G.= 09.0
(CITY CFD MAINTAINED)
369 PE= 11.1
370 PE= 10.9
371 PE= 10.7
372 PE= 10.5
373 PE= 10.3
374 PE= 10.1
368 PE= 12.2
367 PE= 11.9
366 PE= 11.7
365 PE= 11.5
364 PE= 11.2
363 PE= 11.0
349 PE= 10.2
362 PE= 10.9
TP-LP 08.4
BIORETENTION BASIN NO. 3 BOTTOM ELEV=07.0
Q10=6.7cfs
Q100=10.4cfs
BIORETENTION BASIN NO. 3 BOTTOM ELEV= 07.0
Q10=8.5cfs
Q100=13.3cfs
STREET 'A'
R=300'
L=155'
231'
223'
94'
165'
174'
TP 10.5
430'
0.44%
TP 08.6
STREET 'O'
0.4%
384 PE= 12.1
385 PE= 11.8
386 PE= 11.6
387 PE= 11.4
388 PE= 11.2
389 PE= 11.0
390 PE= 10.8
391 PE= 10.6
392 PE= 10.6
393 PE= 10.8
394 PE= 11.1
395 PE= 11.3
419 PE= 13.0
418 PE= 12.8
417 PE= 12.6
416 PE= 12.4
415 PE= 12.2
414 PE= 12.0
413 PE= 11.8
412 PE= 11.6
411 PE= 11.6
410 PE= 11.8
409 PE= 12.1
408 PE= 12.3
237'
0.4%
TP-HP 11.4
425'
0.42%
TP 09.6
STREET 'P'
0.4%

4,163	161	5,324	211	4,587	261	4,645	
4,163	162	5,324	212	4,709	262	4,843	
4,163	163	5,324	213	4,802	263	4,883	
4,163	164	5,143	214	4,638	264	5,089	
4,185	165	4,977	215	4,638	265	4,883	
4,140	166	5,542	216	4,876	266	4,883	
4,147	167	5,875	217	4,876	267	4,883	
4,091	168	7,099	218	4,875	268	4,645	
4,643	169	5,019	219	4,875	269	4,645	
4,545	170	5,741	220	4,700	270	4,802	
4,637	171	4,883	221	4,739	271	5,538	
5,120	172	5,073	222	4,636	272	6,269	
5,119	173	5,088	223	4,635	273	6,268	
5,119	174	5,088	224	4,636	274	6,269	
5,119	175	5,088	225	4,637	275	6,269	
5,119	176	5,088	226	4,637	276	5,432	
5,119	177	4,608	227	4,638	277	5,181	
5,120	178	5,029	228	4,635	278	6,019	
4,811	179	5,506	229	4,752	279	6,019	
4,696	180	5,506	230	4,956	280	6,019	
5,173	181	5,506	231	4,633	281	6,019	
5,173	182	5,506	232	4,633	282	6,019	
5,173	183	5,506	233	4,634	283	5,080	
5,173	184	5,506	234	4,586	284	5,285	
5,173	185	5,037	235	4,635	285	6,019	
5,173	186	4,361	236	4,636	286	6,019	
5,173	187	4,163	237	4,636	287	6,019	
4,638	188	4,343	238	4,636	288	6,019	
4,545	189	4,343	239	4,636	289	6,019	
4,643	190	4,343	240	4,739	290	5,181	
4,780	191	4,163	241	4,842	291	5,432	
4,328	192	4,163	242	4,842	292	6,269	
4,327	193	4,163	243	4,842	293	6,269	
4,329	194	4,163	244	4,739	294	6,269	
4,143	195	4,401	245	4,636	295	6,269	
4,163	196	4,241	246	4,884	296	5,329	
4,544	197	4,163	247	4,802	297	5,449	
4,780	198	4,163	248	4,645	298	6,179	
4,163	199	4,146	249	4,645	299	6,179	
4,163	200	3,773	250	4,883	300	6,179	

COPY

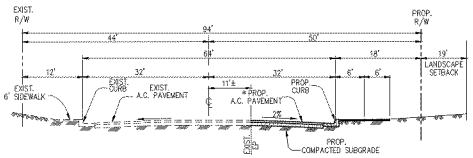
Exhibit D – Phasing

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

COPY

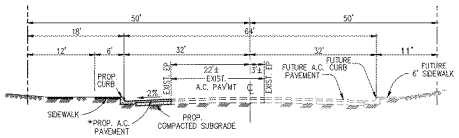
CHACON FARMS

Phasing Map

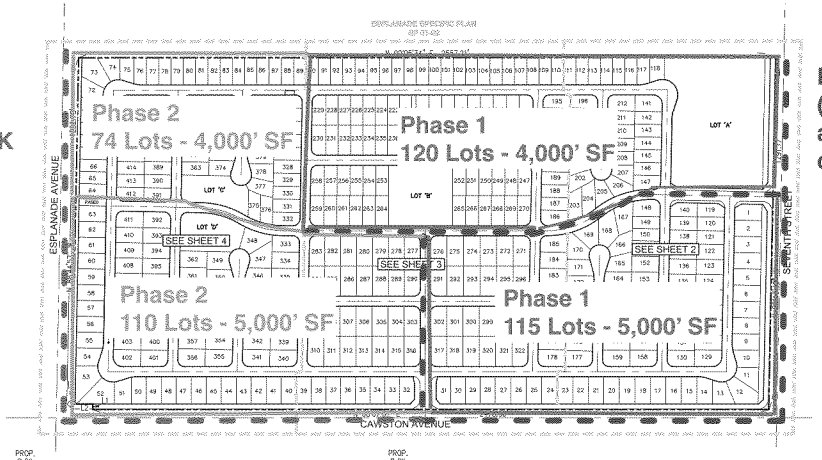


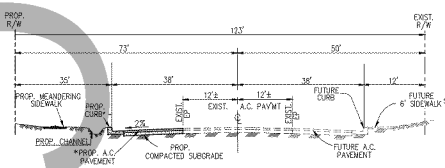
TYPICAL STREET SECTION
SEVENTH STREET - MAJOR
NOT TO SCALE
T.I. = 9.0
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.

Esplanade Ave. and Cawston Ave. south of K Street to be constructed with Phase 2.

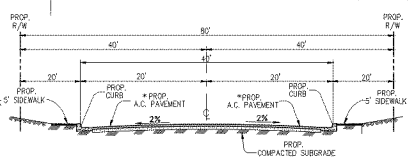


TYPICAL STREET SECTION
CAWSTON AVENUE - MAJOR
NOT TO SCALE
T.I. = 9.0
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.

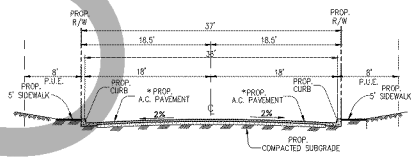




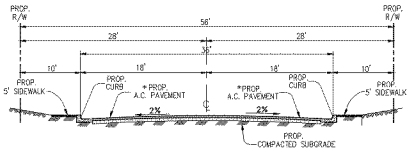
TYPICAL STREET SECTION
ESPLANADE AVENUE - ARTERIAL
NOT TO SCALE
T.I. = 9.5
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.



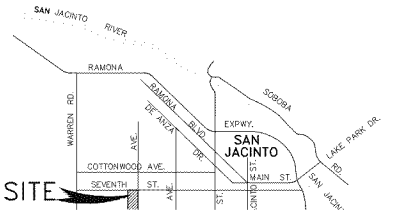
TYPICAL STREET SECTION
ENTRANCE ROADS - STREET 'K'/MODIFIED LOCAL
PRIVATE STREETS
NOT TO SCALE
T.I. = 6.5
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.
PARKING RESTRICTED TO ONE SIDE ONLY



TYPICAL STREET SECTION
ROADS - MODIFIED LOCAL
PRIVATE STREETS
NOT TO SCALE
T.I. = 5.5
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.
PARKING RESTRICTED TO ONE SIDE ONLY



TYPICAL STREET SECTION
ENTRANCE ROADS - STREET 'A'/MODIFIED LOCAL
PRIVATE STREETS
NOT TO SCALE
T.I. = 6.5
*FINAL PAVEMENT STRUCTURAL SECTION WILL BE DETERMINED BASED ON THE PROJECT GEOTECHNICAL REPORT AND THE TRAFFIC INDEX.
PARKING RESTRICTED TO ONE SIDE ONLY



Backbone internal streets including Street A (until Street L) and Street K, Seventh Street, and Cawston Ave. north of K Street to be constructed with Phase 1.

OWNER
TEUNIS J. DE JONG, TRUSTEE OF THE TEUNIS J. JONG TRUST.
2451 RAMONA EXPRESSWAY
SAN JACINTO, CA. 92582
907-229-2072

APPLICANT
RICHARD MICHAEL
RAMONA DAIRY
2451 RAMONA EXPRESSWAY
SAN JACINTO, CA 92582
907-229-2072
richard@mmeastaka.net

ASSESSOR'S PARCEL NO(S).
432-260-009, 026 AND 027

ADJACENT LAND USE / ZONING
WEST – ESPLANADE SP/ESPLANADE SP — RL
NORTH – LDR/RL — RL/PI
EAST – VLDR/RR — RL
SOUTH – CITY OF HEMET/CITY OF HEMET — RM

EXISTING LAND USE
VLDR – VERY LOW DENSITY RESIDENTIAL

PROPOSED LAND USE
LDR – LOW DENSITY RESIDENTIAL

EXISTING ZONING
RR – RURAL RESIDENTIAL

PROPOSED ZONING
RL – RESIDENTIAL LOW DENSITY

UTILITIES
SEWER — CITY OF SAN JACINTO
WATER — EASTERN MUNICIPAL WATER DISTRICT
GAS — SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC — SOUTHERN CALIFORNIA EDISON COMPANY
TELEPHONE — FRONTIER
CABLE — FRONTIER

NUMBER OF LOTS
419 SINGLE FAMILY RESIDENTIAL
4 OPEN SPACE LOTS

DENSITY
5.53 DU/AC GROSS

ACREAGE
75.70 GROSS ACRES WITHIN BOLD BOUNDARY

OPEN SPACE AREA
LOT 'A': 3.73 AC
LOT 'B': 1.19 AC
LOT 'C': 0.58 AC
LOT 'D': 0.67 AC

SCHOOL DISTRICT
SAN JACINTO UNIFIED

SOURCE OF TOPOGRAPHY
AN AERIAL SURVEY BY PSOMAS DATED 10/22

FLOOD PLAIN
ZONE X PER COMMUNITY PANEL NO. 06065C1470G, DATED 8/28/2008.

EARTHWORK CALCULATIONS
CUT VOLUME: 42,809 C.Y.
FILL VOLUME: 169,944 C.Y.

SHEET INDEX
SHEET 1 . . . . . TITLE SHEET
SHEET 2 . . . . . TENTATIVE TRACT MAP
SHEET 3 . . . . . TENTATIVE TRACT MAP
SHEET 4 . . . . . TENTATIVE TRACT MAP
SHEET 5 . . . . . LOT AREA SUMMARY TABLE

PHASING NOTE
THIS TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH SUBDIVISION MAP ACT SECTION 66456.1 ALLOWING FOR THE FILING OF MULTIPLE FINAL MAPS. FOUR (4) PHASED FINAL MAPS ARE ANTICIPATED TO BE FILED BASED ON THIS TENTATIVE TRACT MAP.

EASEMENT NOTES
1. A RIGHT OF WAY FOR ONE DITCH, FLUME OR OTHER AQUEDUCT, ACROSS THE LAND OF ANY OTHER OWNER LYING BETWEEN THE LANDS OF SAID OWNER AND THE SAN JACINTO WEIR, BY DECREE OF PARTITION OF SAID RANCHO RECORDED IN BOOK 43, PAGE 161 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA. ROUTE NOT DEFINED OF RECORD.
2. THE RIGHT TO DEVELOP, TAKE, EXPORT AND APPROPRIATE TO ITS OWN USE IN ANY MANNER AND BY AN AGENCY, ALL WATER THAT MAY BE DISCOVERED IN OR THAT MAY BE DEPOSITED IN OR UNDERLIE THE PROPERTY HEREIN DESCRIBED, AND ALL RIPARIAN AND OTHER WATER RIGHTS THAT MAY BE AND APPURTENANT TO OR BELONG TO THE SAID LAND; PROVIDED, HOWEVER, THAT NO WORKS FOR THE DEVELOPMENT OF SAID WATER SHALL BE LOCATED ON THE LANDS HEREIN DESCRIBED; AND PROVIDED, HOWEVER, FURTHER, THAT THE OWNERS SHALL HAVE THE RIGHT TO DEVELOP WATER FOR DOMESTIC USE ON SAID LAND, CONVEYED BY DEED FROM THE SAN JACINTO LAND COMPANY TO CITIZENS WATER COMPANY OF SAN JACINTO, RECORDED DECEMBER 4, 1911 IN BOOK 341, PAGE 195 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND IS BLANKET IN NATURE.
3. A RIGHT OF WAY OVER A STRIP OF LAND 30 FEET WIDE ON EACH SIDE OF THE SECTION AND QUARTER SECTION LINES FOR ROAD OR FOR DITCHES OR PIPES FOR CONDUCTING AND DISTRIBUTING WATER, AS DESCRIBED IN BOOK 341, PAGE 195 DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND IS SHOWN HEREON.
4. AN EASEMENT GRANTED TO EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY TO CONSTRUCT, ENLARGE, RECONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, MAINTAIN, REPAIR, IMPROVE AND RELOCATE, SEWAGE TRANSMISSION AND COLLECTION FACILITIES, INCLUDING, BUT NOT LIMITED TO, GRAVITY PIPELINES, PRESSURE PIPELINES, MANHOLES, CONNECTIONS, AND APPURTENANT EQUIPMENT FOR THE COLLECTION AND TRANSMISSION OF SEWAGE, TOGETHER WITH REASONABLE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANTED IN SAID EASEMENT, RECORDED SEPTEMBER 14, 2010 AS INSTRUMENT NO. 2010-0439200 OF OFFICIAL RECORDS, AND IS SHOWN HEREON.

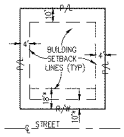
LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°52'56" W	20.00'
L2	N 00°07'01" E	60.00'
L3	N 45°40'13" E	24.28'

LEGAL DESCRIPTION
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JACINTO, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST ½ OF FARM LOT 161 OF THE LANDS OF SAN JACINTO LAND ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 357 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF SAN JACINTO, A CALIFORNIA MUNICIPAL CORPORATION, IN GRANT DEED RECORDED OCTOBER 2, 2019 AS INSTRUMENT NO. 2019-394879 OF OFFICIAL RECORDS.



TYPICAL BUILDING SETBACKS
NTS
18'* FROM R/W TO GARAGE.
10'* FROM R/W TO HOUSE FEATURE.
CORNER LOT: STREET SIDE SETBACK 10' FROM R/W.

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DATE	BY	MARK	REVISIONS	APPR.	DATE
				ENGINEER	CITY

DESIGNED BY: DRAWN BY: CHECKED BY:

SEAL — REGISTERED PROFESSIONAL ENGINEER — BLAINE A. WOMER — No. 46354 — CIVIL — STATE OF CALIFORNIA

APPROVED BY: DATE
CONTRACT CITY ENGINEER
PREPARED BY: DATE
R.C.E. NO.

BLAINE A. WOMER CIVIL ENGINEERING
• PLANNING • SURVEYING • CIVIL ENGINEERING • PUBLIC WORKS
Mailing Address: 2280 S. Escondido Blvd., Suite C, Escondido, CA 92025 (760) 745-0925 FAX (760) 745-3320
Mailing Address: 2280 S. Escondido Blvd., Suite C, Escondido, CA 92025 (760) 745-0925 FAX (760) 745-3320
Office: 22 North 4th Street, Brawley, CA 92227 (760) 344-0925 FAX (760) 344-3320
Office: 41-593 Eclectus Street, Suite 160, Palm Desert, CA 92211 (760) 345-0925 FAX (760) 345-3320

SCALE: 1" = 60'
DATE: SEPT. 18, 2024
BENCHMARK:

CITY OF SAN JACINTO
TENTATIVE TRACT MAP NO. 39076
FOR RAMONA DAIRY
W.O.

SHEET NO. 1 OF 5 SHEETS
FILE NO.

COPY

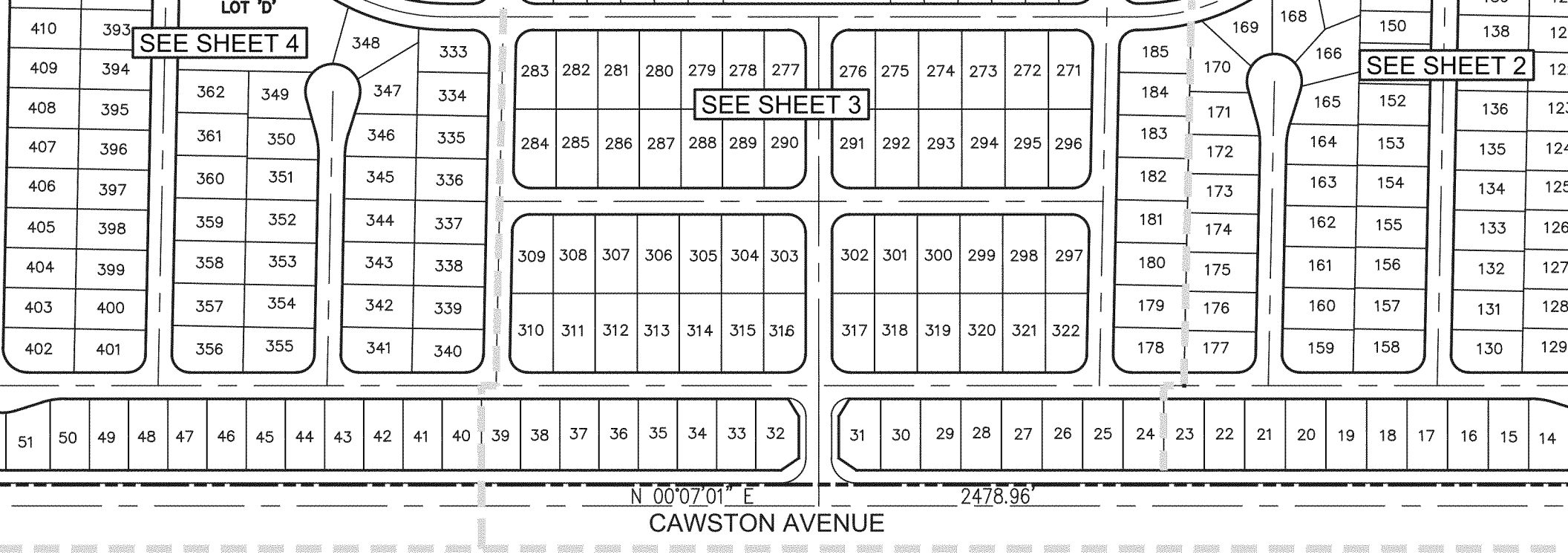
Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

Exhibit E – Plotting

Attachment: Planned Development Permit (Chacon Farms (PROJ23-0029))

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CHACON FARMS



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EASEMENT NOTES

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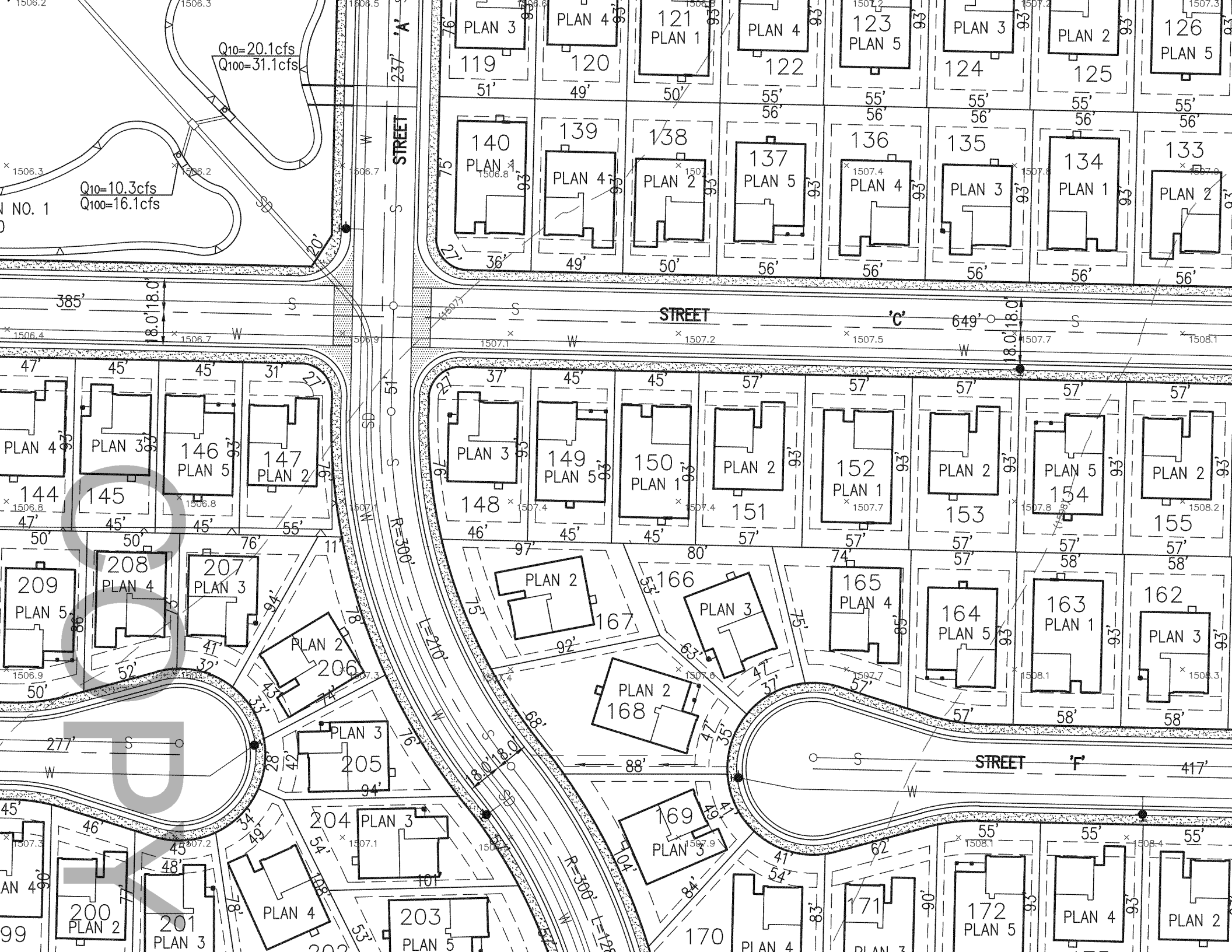
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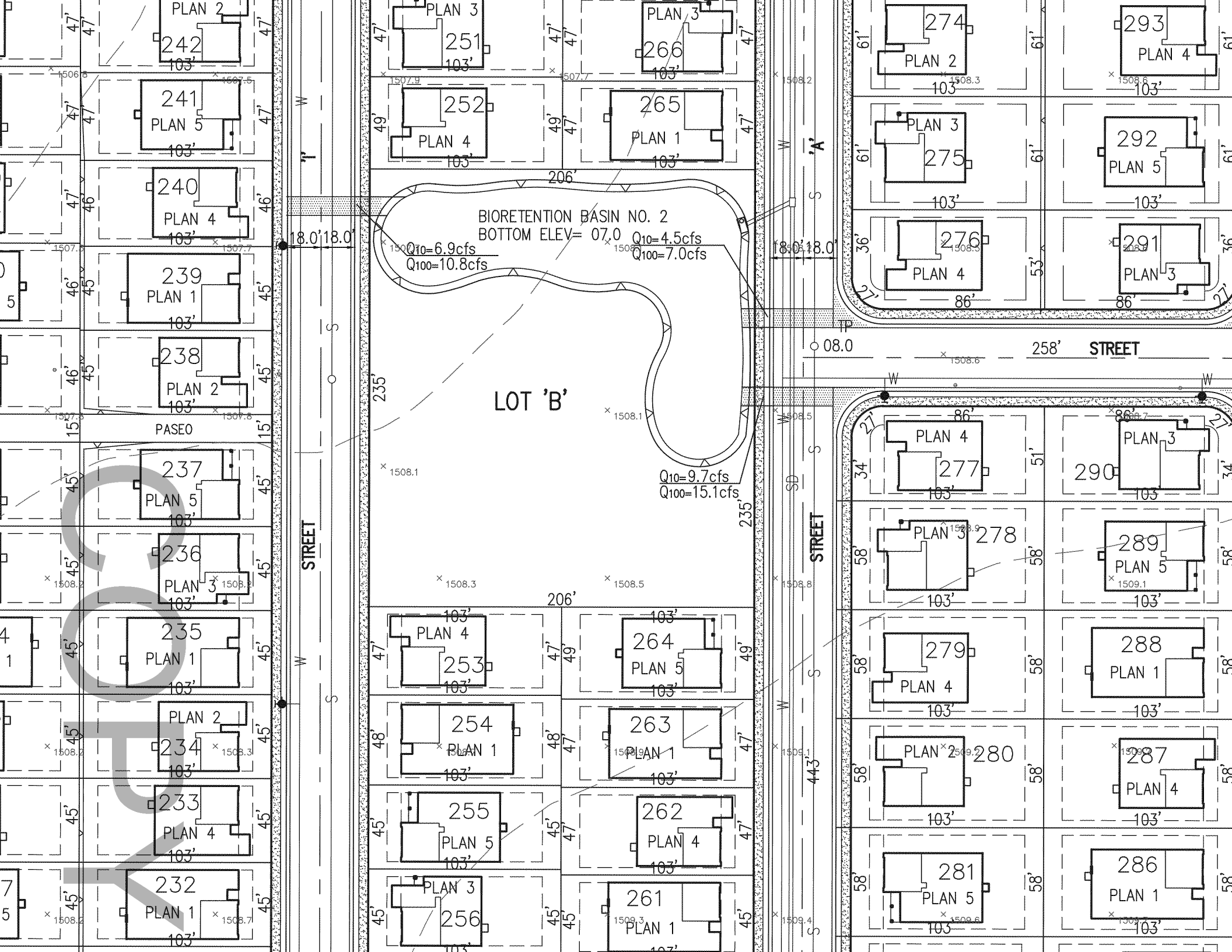
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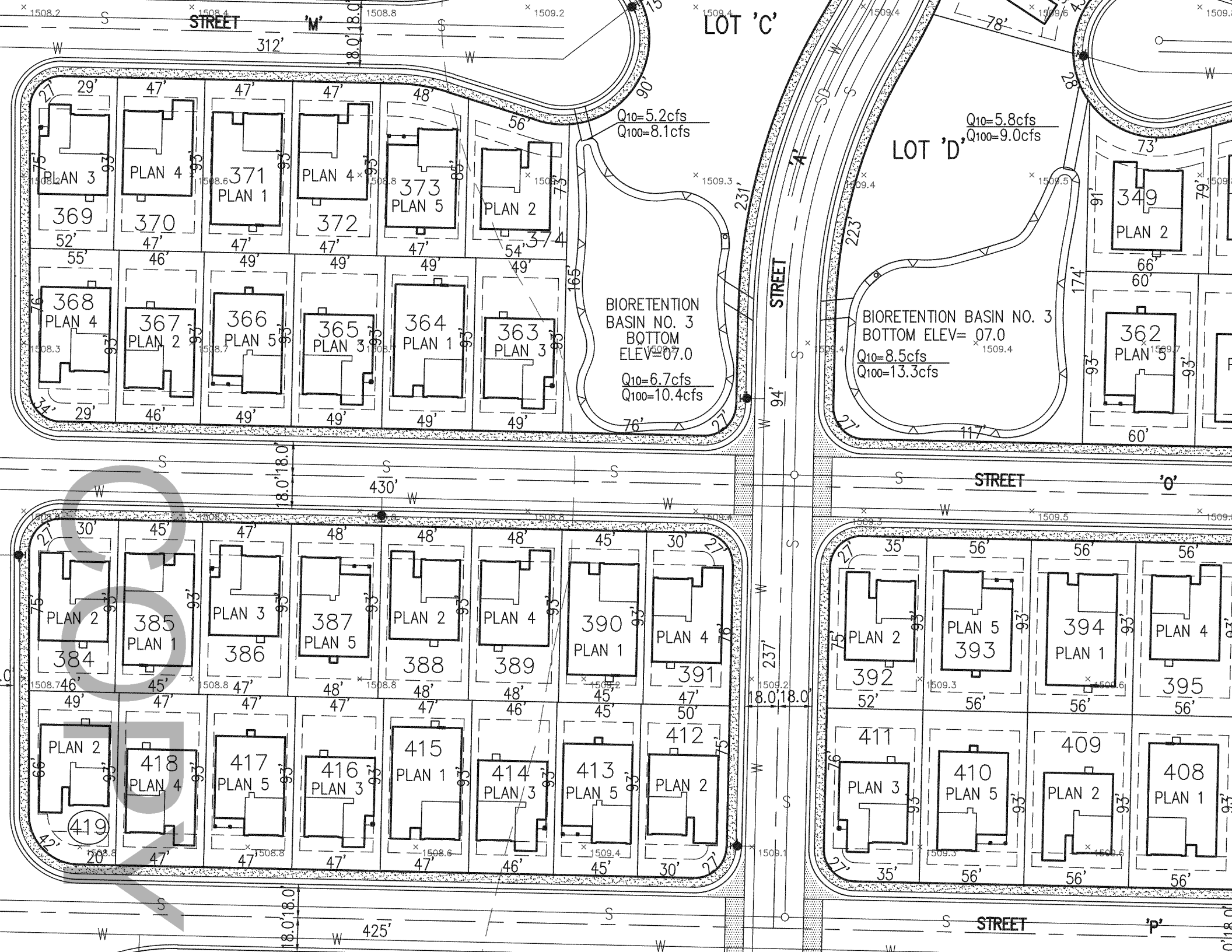
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Q100=8.1cfs
Q10=5.8cfs
Q100=9.0cfs
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Q10=6.7cfs
Q100=10.4cfs
BIORETENTION BASIN NO. 3 BOTTOM ELEV= 07.0
Q10=8.5cfs
Q100=13.3cfs
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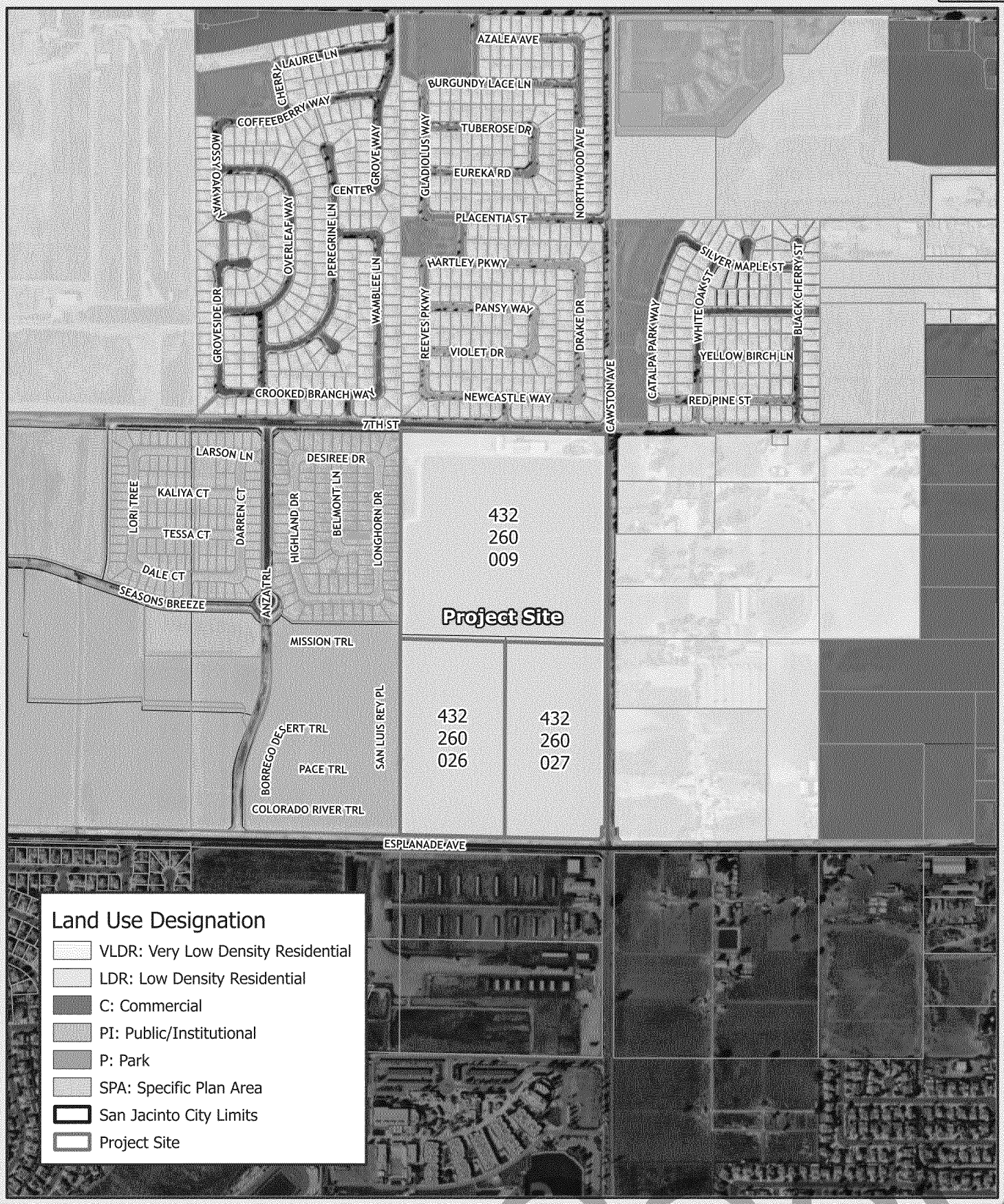


Attachment: Location Map (Chacon Farms (PROJ23-0029))

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432-260-009/026/027
Location Map

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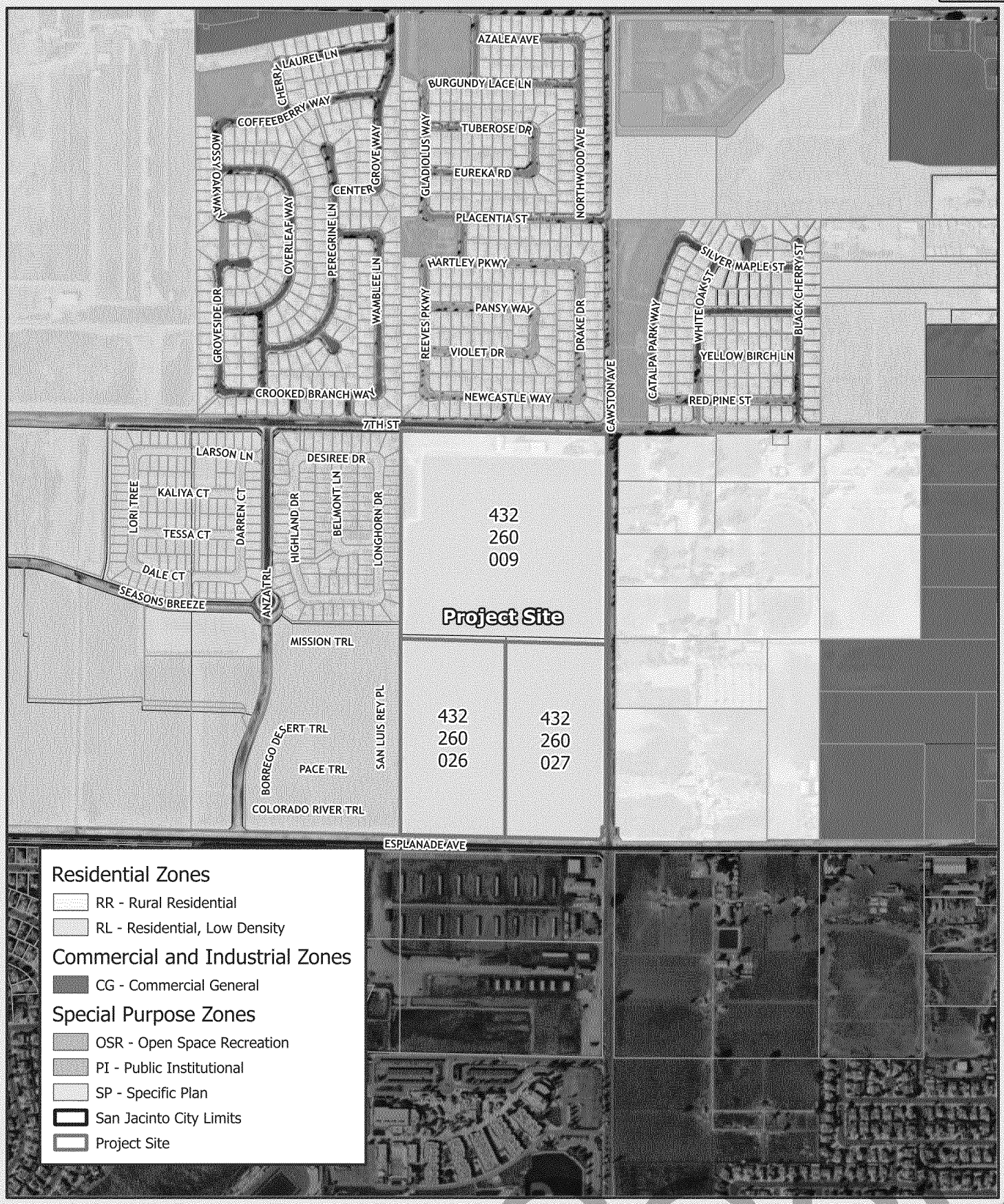


Attachment: General Plan (Chacon Farms (PROJ23-0029))

N

432-260-009/026/027
General Plan Land Use Map

COPY



N

432-260-009/026/027
Zoning Map

COPY

Attachment: Zoning Map (Chacon Farms (PROJ23-0029))

Chacon Farms Project
Tentative Tract Map No. 39076
DRAFT INITIAL STUDY / MITIGATED NEGATIVE DECLARATION
Case No. PROJ23-0029

Prepared For:
City of San Jacinto
Planning and Building Division
595 South San Jacinto Avenue
San Jacinto, California 92583

Prepared By :

EPC ENVIRONMENTAL CEQA
11801 Pierce Street, Ste. 200
Riverside, CA 92505

October 20, 2025

COPY

Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

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Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

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Appendix E *Phase I Environmental Site Assessment (Phase I ESA),* Partner Engineering and Science Inc., September 30, 2024.
Appendix F-1 *Preliminary Hydrology Study for Tentative Tract 39076*, Blaine A Womer Civil Engineering, *October 27, 2024 (Revised July 14, 2025).*
Appendix F-2 *Project Specific Water Quality Management Plan,* Blaine Womer Civil Engineering, October 27, 2024, Revised July 14, 2025.
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Appendix I *Planned Development Permit, Chacon Farms, Tentative Tract Map No. 39076, Taylor & Clark Consulting, LLC*, November 4, 2024

List of Acronymns

Acronym	Definition
AB 32	Assembly Bill 32
AB 52	Assembly Bill 52
ADA	Americans with Disabilities Act
AFY	Acre Feet Per Year
AQMP	Air Quality Management Plan
APE	Area of Potential Effect
APN	Assessor Parcel Number
APZ	Accident Potential Zone
BMPs	Best Management Practices
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
City	City of San Jacinto
CNPS	California Native Plant Society
CNEL	Community Noise Equivalent Level
CO	Carbon Monoxide
CRHR	California Register of Historic Places
dBA	A-Weighted Decibels
DIF	Development Impact Fees
DPM	Diesel Particulate Matter
EPA	Environmental Protection Agency
ESA	Endangered Species Act
FAR	Floor Area Ratio

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Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

FEMA	Federal Emergency Management Agency
FMMP	Farmland Mapping Management Program
GHG	Greenhouse Gas
GSP	Groundwater Sustainability Plan
gpd/acre	Gallons per Day per Acre
HAER	Historic American Engineering Record
HCP	Habitat Conservation Plan
ITE	Institute of Transportation Engineers
LID	Low Impact Design
LOS	Level of Service
LST	Localized Significance Threshold
MDAQMD	Mojave Desert Air Quality Management District
mgd	Millions of Gallons per Day
MLD	Most Likely Descendent
MMRP	Mitigation Monitoring and Reporting Program
MRZ	Mineral Resources Zone
MS4	Municipal Separate Storm Water Sewer System
MTCO2e	Metric Tons Carbon Dioxide Equivalent
NAHC	Native American Heritage Commission
NCCP	Natural Communities Conservation Plan
ND	Negative Declaration
NO2	Nitrogen Dioxide
NOx	Nitrogen Oxides
NPDES	National Pollutant Discharge Elimination System
PCE	Passenger Car-Equivalent
PM-2.5	Particulate Matter Less Than 2.5 Microns in Diameter
PM-10	Particulate Matter Less Than 10 Microns in Diameter
PRIMMP	Paleontological Resource Impact Mitigation Monitoring Program
RWQCB	Regional Water Quality Control Board
SGMA	Sustainability Groundwater Management Act
SF	Square Feet
SCAG	Southern California Association of Governments
SRA	State Responsibility Area
SSC	Species of Special Concern
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TIA	Traffic Impact Analysis
TUMF	Transportation Uniform Mitigation Fee

Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

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1. Purpose and Scope

Richard Michael (Applicant) is proposing the Chacon Farms Project (Tentative Tract Map 39076) to subdivide 75.7 gross acres into 419 single family residential lots, four open space lots, and new roadways (Proposed Project). The Proposed Project Site is currently comprised of agricultural lands and is bounded by W. Seventh Street on the north, W. Esplanade Avenue on the south, Cawston Avenue North on the east, and a planned development on the west. The Proposed Project Site is identified as Assessor Parcel Numbers (APNs) 432-260-009, -026, and -027.

The Proposed Project is subject to approval of the following entitlements:

- Per San Jacinto Development Code ("SJDC") Section 17.720.020, a General Plan Amendment to revise the land use designation from VLDR (Very Low Density Residential) to LDR (Low Density Residential) for the Proposed Project Site located at 710 Cawston Avenue North (APNs 432-260-009, 432-260-026, and 432-260-027);
- Per SJDC Section 17.720.020, a Zoning Map Amendment (Zone Change) from the RR Zone (Rural Residential) to the LDR Zone (Residential – Low Density) for the Proposed Project Site;
- Per SJDC Section 17.620, a Planned Development Permit (PDP);
- Per SJDC Section 17.630.040 approval of Site Plan and Design Review;
- Per San Jacinto Municipal Code ("SJMC") Section 16.25 a Tentative Tract Map (TTM 39076) for the subdivision of the Proposed Project Site into 419 residential lots (for the development of 419 single family homes) and 4 lettered lots.

The Proposed Project is a project under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.: "CEQA"). The primary purpose of CEQA is to inform the public and decision makers as to the potential impacts of a project and to allow an opportunity for public input to ensure informed decision-making. CEQA requires all state and local government agencies to consider the environmental effects of projects over which they have discretionary authority. CEQA also requires each public agency to mitigate or avoid any significant environmental impacts resulting from the implementation of projects subject to CEQA.

Pursuant to Section 15367 of the CEQA Guidelines, the City of San Jacinto (City) is the lead agency for the Proposed Project. The lead agency is the public agency that has the principal responsibility for conducting or approving a project. The City, as the lead agency for the Proposed Project, is responsible for preparing environmental documentation in accordance with CEQA to determine if approval of the discretionary actions requested and subsequent development of the Proposed Project would have a significant impact on the environment.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the Proposed Project to determine any potential significant impacts upon the environment that would result from construction and implementation of the Proposed Project. In accordance with California Code of Regulations, Section 15063, this Initial Study is a preliminary analysis prepared by the Lead Agency in consultation with other jurisdictional agencies, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the Proposed Project. The purpose of this Initial Study is to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the Proposed Project.

Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

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A Lead Agency may prepare a Mitigated Negative Declaration for a project that is subject to CEQA when an Initial Study has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by, the Applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment (Public Resources Code Section 21064.5).

This Initial Study has been prepared for the Proposed Project, in conformance with Section 15070(b) of the CEQA Guidelines. This Initial Study analyzes potentially significant impacts associated with the Proposed Project and incorporates mitigation measures into the Proposed Project as necessary to eliminate the potentially significant effects of the Proposed Project or to reduce the effects to a level of less than significant.

1.1 Content and Format of the Initial Study

The Initial Study is organized as follows:

- **Section 1 – Purpose and Scope.** This section introduces the scope of the Proposed Project and the City's role in the project, as well as a brief summary of findings.
- **Section 2 – Project Summary and Environmental Determination.** This section summarizes the Proposed Project and actions to be undertaken by the City. This section also provides the determination of the environmental document to be approved by the City.
- **Section 3 – Project Description.** This section details the Proposed Project components and general environmental setting.
- **Section 4 – Environmental Impacts**. This section contains the Environmental Checklist Form, as suggested in Section 15063(d)(3) of the CEQA Guidelines, as amended, and includes a series of questions about the project for each of the listed environmental topics. The Form evaluates whether or not there would be significant environmental effects associated with the development of the project and provides mitigation measures, when required, to reduce impacts to a less than significant level. The form requires an analysis in 20 subject categories as well as Mandatory Findings of Significance.
- **Section 5 – List of Preparers.** This section identifies the names and affiliations of the individuals who contributed to the preparation of the environmental evaluation.
- **Section 6 – References.** This section identifies the references used in the preparation of this Initial Study.

1.2 Initial Study Summary of Findings

Based on the analysis in Section 4, there were no environmental factors that could potentially affect ("Potentially Significant") the environment. Mitigation measures were identified to reduce some impacts to Less Than Significant. Therefore, the determination, based on the Initial Study, is that a **Mitigated Negative Declaration** would be prepared.

Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

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1.3 Documents Incorporated by Reference

The following reports and/or studies are applicable to analysis of the development of the Project Site and are hereby incorporated by reference:

- *Envision San Jacinto, General Plan 2040* (City, November 15, 2022). (Available at https://www.sanjacintoca.gov/city_departments/community-development/general-plan
- *Public Review Draft, Environmental Impact Report for the San Jacinto General Plan Update (SCH: 2020120312),* July 2022, prepared by De Novo Planning Group (City, 2022a) Available at: https://sanjacinto.generalplan.org/documents-amp-maps
- *Administrative Draft Initial Study and Mitigated Negative Declaration, Chacon Farms Project, PROJ23-0029*, prepared by Psomas, April 2024. This document assessed the potential environmental impacts of a previous design for the Project, known as Vesting Tentative Tract Map 38787 that identified 210 single family residences and 430 townhomes on 75 gross acres/50.13 net acres, requiring a General Plan Amendment from Very Low Density to Medium Density and a Zone Change from Rural Residential to Residential-Medium Density. The Administrative Draft Initial Study was prepared for City of San Jacinto as a draft analysis and is on file with the City of San Jacinto Planning Division. Since the preparation of the Administrative Draft Initial Study in April 2024, the Project design was modified to the current Project, known as Tentative Tract Map 39076 that identifies 419 single family residences and four open space lots on approximately 75 gross acres, requiring a General Plan Amendment from Very Low Density Residential to Low Density Residential and a Zone Change from Rural Residential to Residential-Low Density. Most of the environmental analysis prepared for the original Project design is unchanged for the analysis of the current Project design; however, the modified Project required a re-evaluation of studies in the categories of hydrology, noise, and transportation. Because the air quality, energy, and greenhouse gas emissions were assessed on a more intensive project design and found to be less than significant, these studies were not revised; therefore, the data from the more intensive project design was utilized for the analysis of the current Proposed Project.
- *P22-079 – Revision to Esplanade Specific Plan and TTM32955:* A proposal to revise approved Tentative Tract Map 32955, phases 32955-2, -3,-4 within Planning Areas 1, 3, 5, 7 and 8 of the Esplanade Specific Plan for 852 single-family residential lots and one,+/-36.1-acre mixed use lot with capacity for 194 multi-family units. The project includes an amendment to approved SP 01-02 (the Esplanade Specific Plan) and revisions to several improvements to match and support revisions to the associated tract map. Environmental: Initial Study. These documents are available for review at the City of San Jacinto Planning and Building Division, 595 South San Jacinto Avenue, San Jacinto, CA 92583.

1.4 Contact Person

City of San Jacinto
Planning and Building Division
Attn: Yaneli Hernandez, Senior Planner
595 South San Jacinto Avenue, San Jacinto, CA 92583
Phone: (951) 487-7330
Email: yhernandez@sanjacintoca.gov

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Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

2. Summary and Environmental Determination

2.1 Project Summary

1. Project Title: Chacon Farms Project: Tentative Tract Map No. 39076
PROJ23-0029

2. Lead Agency Name: City of San Jacinto
Address: Planning and Building Division
595 South San Jacinto Avenue
San Jacinto, CA 92583

3. Contact Person: Yaneli Hernandez, Senior Planner
Planning and Building Division
595 South San Jacinto Avenue, San Jacinto, CA 92583
Email: yhernandez@sanjacintoca.gov

4. Project Location: 710 Cawston Avenue North
Between Seventh Street, W. Esplanade Avenue and
Cawston Avenue
Gross Acres: 75.7
Site Address: None assigned.
Topographic Quad (USGS 7.5"): *Lakeview*
Topographic Quad Coordinates: T4 South, R1 West, Section 31, 32
Latitude: 33°46'36.66"N, Longitude: - 117° 1'3.84"W
APN: 432-260-009, -026, and -027

5. Project Sponsor's Name: Ramona Dairy, LLC, Attn: Richard Michael
Address 2451 Ramona Expressway, San Jacinto, CA 92582

6. General Plan Designation:
Existing: Very Low Density Residential (VLDR)
Proposed: Low Density Residential (LDR)

7. Zoning Designation:
Existing: Rural Residential (RR)
Proposed: Residential, Low Density (RL)

8. Description of Project:

Richard Michael (Applicant) is proposing the Chacon Farms Project (Tentative Tract Map 39076) to subdivide 75.7 gross acres into 419 single family residential lots, four open space lots, and new roadways within agricultural lands bounded by W. Seventh Street on the north, W. Esplanade Avenue on the south, Cawston Avenue North on the east, and a planned development on the west. The Proposed Project Site is identified as Assessor Parcel Numbers (APNs) 432-260-009, -026, and -027. The purpose of the Project is to obtain entitlements that would enable the subdivision of the property, which would ultimately provide additional housing options to serve the growing population of the City of San Jacinto. The Project requires a General Plan Amendment and Zone Change to increase allowed housing density.

9. Surrounding Land Uses:

Surrounding land uses are identified in **Table 1 – Surrounding Land Use**. The Project Site is currently occupied by Chacon Farms and Bruno Ranches agricultural operations. Two single-family residential uses occupied by caretakers are also located on the Proposed Project Site.

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Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

Table 1: Surrounding Land Use

Location	Land Use	Zoning
Project Site	Chacon Farms and Bruno Ranches agricultural operations	RR (Rural Residential)
North	West Seventh Street followed by a single-family residential development and Catalpa Park	RL (Residential, Low Density);
South	West Esplanade Avenue followed by GH Dairy Farm (1455 Cawston Avenue North) and Ridgely Farms (3901 West Esplanade Avenue), located in the City of Hemet city limits (which begins on the south of West Esplanade Avenue)	City of Hemet, A2 (Heavy Agriculture)
East	Cawston Avenue North followed by single-family residences and horse farms/ranches	RR (Rural Residential)
West	Vacant lands/under construction for planned development	Esplanade Specific Plan SP 01-02 (mixed use single family residential and commercial subdivision under construction)

Sources: Google Earth Imagery; City of San Jacinto Zoning Map; City of Hemet Zoning Map

10. Other Public Agencies Whose Approval is Required:

The following discretional approvals are required for the Project:

State Agencies:

- Santa Ana Regional Water Quality Control Board: approval of a National Pollutant Discharge Elimination System (NPDES) permit to ensure that construction site drainage velocities are equal to or less than the pre-construction conditions and downstream water quality is not worsened.

11. California Native American Consultation

On February 22, 2024, the City of San Jacinto notified via email the following tribal entities of the Project and requested a timeframe in which to request consultation in accordance with AB52 and SB18. The following summarizes the results of the AB52 consultation.

- Soboba Band of Luiseño Indians. Result: Mitigation measures requested to manage unanticipated tribal resources. Consultation concluded.
- Rincon Band of Luiseño Indians. Result: No potential tribal resources. Consultation concluded.
- Yuhaaviatam of San Manuel Nation. Result: the Project site was outside of Serrano ancestral territory. Consultation concluded.
- Agua Caliente Band of Cahuilla Indians (ACBCI). Result: Letter dated February 26, 2024 requested formal consultation and more information identified in the Cultural Resources Report. Letter received April 21, 2025 stating the Project site is outside of the boundaries of the ACBCI Reservation, but within the tribe's traditional use area. ACBCI deferred to Soboba for this Site. Consultation concluded.

Mitigation measures to ensure resources to tribal cultural resources are minimized have been incorporated, as appropriate, into the Initial Study.

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Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

2.2 Environmental Analysis and Determination

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the Proposed Project to determine any potential significant impacts upon the environment that would result from construction and implementation of the Project. This Initial Study is based on an Environmental Checklist Form (Form), as suggested in Section 15063(d)(3) of the CEQA Guidelines, as amended, and includes a series of questions about the project for each of the listed environmental topics. The Form evaluates whether or not there would be significant environmental effects associated with the development of the project and provides mitigation measures, when required, to reduce impacts to a less than significant level.

In accordance with California Code of Regulations, Section 15063, this Initial Study is a preliminary analysis prepared by the Lead Agency in consultation with other jurisdictional agencies, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the Proposed Project. The purpose of this Initial Study is to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the Proposed Project.

2.2.1 Organization of Environmental Analysis

Section 4 provides a discussion of the potential environmental impacts of the Project. The evaluation of environmental impacts follows the questions provided in the Form provided in the CEQA Guidelines.

2.2.2 Evaluation of Environmental Impacts

A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to the project (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

All answers must take account of the whole action involved, including off site as well as on site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

Once the Lead Agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation incorporated, or less than significant.

"Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

"Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." Mitigation measures are identified and explain how they reduce the effect to a less than significant level (mitigation measures may be cross-referenced).

Earlier analyses may be used where, pursuant to the Program EIR or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. (CEQA Guidelines Section 15063[c][3][D]. In this case, a brief discussion should identify the following:

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a) Earlier analyses used where they are available for review.

b) Which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards and whether such effects were addressed by mitigation measures based on the earlier analysis.

c) The mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project for effects that are "Less than Significant with Mitigation Measures Incorporated.

References and citations have been incorporated into the checklist references to identify information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document, where appropriate, include a reference to the page or pages where the statement is substantiated.

Source listings and other sources used, or individuals contacted are cited in the discussion.

The explanation of each issue should identify:

a) The significance criteria or threshold, if any, used to evaluate each question

b) The mitigation measure identified, if any, to reduce the impact to less than significant.

2.2.3 Environmental Factors Potentially Affected

Based on the analysis in Section 4, the Proposed Project could potentially affect ("Potentially Significant") the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor and identifies where mitigation measures would be necessary to reduce all impacts to less than significant levels.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology and Soils	☐ Greenhouse Gas Emissions	☒ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☒ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

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2.2.4 Determination

On the basis of this initial evaluation, the following finding is made:

	The Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
X	Although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
	The Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	The Proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	Although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.

Signature _____ Date _____

Name _____ Title _____

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3. Project Description

3.1 Project Setting

3.1.1 Site Location

The Proposed Project Site is located at 710 Cawston Avenue North in the City of San Jacinto, County of Riverside, between Seventh Street to the north and Esplanade Avenue to the south. The Proposed Project Site is also bordered by the City of Hemet to the south. The San Jacinto Mountains are located to the east and the Lakeview Mountains are located to the west of the Proposed Project Site. Refer to **Figure 1: *Reginal Vicinity*** and **Figure 2: *Site Location - Aerial View***. The Project includes three lots associated with Assessor's Parcel Numbers (APNs) 432-260-009, -026, and -027 and is comprised of 75.7 gross acres.

Local vehicular access to the Proposed Project Site is provided by existing driveways located on Seventh Street to the north and Cawston Avenue to the east, which are both classified as major roadways. Regional access is provided by State Route (SR) 74, approximately 3.9 miles south of the Proposed Project Site and SR-79, approximately 5.5 miles northeast of the site.

The Proposed Project Site is within the *Lakeview U.S. Geological Survey* (USGS) 7.5-minute topographical map in Sections 31, 32, Township 4 South, Range 1 West at an elevation of approximately 1,511 feet above mean sea level **(Figure 3: *Site Location - USGS).*** The topography of the site is relatively planar with a very gentle fall toward the east.

3.1.2 Existing Site Conditions

The Proposed Project Site is occupied by Chacon Farms and Bruno Ranches agricultural operations. Two single-family residential uses occupied by caretakers are also located on the Proposed Project Site. Onsite operations consist of the cultivation of alfalfa and routine facility maintenance. In addition to the residences and alfalfa crops, the Proposed Project Site is also improved with a capped irrigation well, cattle corrals, irrigation infrastructure, two septic systems, asphalt pavement beneath the storage barns, a grain storage vessel, concrete driveway, and unpaved roads that surround and bisect the Proposed Project Site. Additionally, a detention basin is located on the northwest portion of the Proposed Project Site.

3.1.3 Existing Utilities

Water

Water is provided to the Proposed Project Site by the Eastern Municipal Water District (EMWD), which provides potable water, recycled water, and wastewater services to an area of approximately 555 square miles in western Riverside County. Local supplies include recycled water, potable groundwater, and desalinated groundwater, and imported supplies from the Metropolitan Water District of Southern California (Metropolitan), which comprises about half of the water used in EMWD's service area, is provided by EMWD.

There are multiple domestic water mains in each of the streets surrounding the Proposed Project Site. Water mains range in size from 2 to 30 inches in Cawston Avenue North and West Esplanade Avenue. A 12-inch main runs the improved length of West Seventh Street. Fire hydrants are located along Cawston Avenue North and West Seventh Street. There is a 24-inch recycled water main running north to south in Cawston Avenue North.

Wastewater

The City Public Utilities Department owns and operates the sewage collection system. Sewage is treated by the San Jacinto Valley Regional Water Reclamation Facility, located at 770 N Sanderson Avenue, San Jacinto,

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approximately 1 mile north of the Proposed Project Site. There is a 24-inch gravity sanitary sewer running north in Cawston Avenue North and then east on West Seventh Street. There is also a 20-inch EMWD sewage force main running along Proposed Project Site's eastern property line within a 14-foot easement.

Stormwater

The development of the Project site will result in an increased area of impervious surfaces, including roofs, asphalt, concrete, sidewalks, and driveways. The property's natural drainage pattern directs flow toward the northwest, and this orientation has been incorporated into the project's grading design. Each lot will drain through vegetated swales to the adjacent streets. Stormwater from the streets will be conveyed to onsite bioretention basins for preliminary treatment. Should the volume of stormwater exceed basin capacity, excess runoff will be managed by an onsite storm drain system, which will divert additional flow to a retention basin located at the northwest corner of the property.

The stormwater retention basin described above has been designed to address the incremental increase in runoff volume resulting from development for the 100-year, 24-hour storm event. Any runoff exceeding the mitigation volume will be conveyed to Seventh Street via a curb outlet structure. Subsequently, the stormwater will travel approximately 1,786 feet west through a force main line to an existing catch basin. The construction of the force main line will occur within the area designated for street improvements along Seventh Street, as established by Tract No. 32955 and addressed in the CEQA documentation approved for that project.

Power

San Jacinto Power provides electricity to the City and surrounding areas, including the Proposed Project Site. Existing overhead electric lines run along the east side of Cawston Avenue North with several guy poles on the Proposed Project Site buttressing service lines running east. Overhead transmission and distribution lines run east to west on the southern side of West Esplanade Avenue. Existing residences on the Proposed Project Site are served by an overhead line from Cawston Avenue North and a service pole near the residences. All other power is underground in West Seventh Street.

Telecommunications

Telecommunications providers within the site vicinity include Frontier, Verizon, and AT&T for telephone services and Charter and Crown-Castle for cable services. There are existing facilities in Cawston Avenue North adjacent to the site.

3.1.4 Planning Context

The Proposed Project Site has a General Plan land use designation of VLDR (Very Low Density Residential). The Proposed Project Site is currently zoned Rural Residential, which according to the San Jacinto Development Code Section 17.215.010, is applied to areas appropriate for detached single-family dwelling units with appropriate accessory structures and uses in a semirural setting. The Rural Residential zone may also allow mobile and modular homes, public facilities, and other uses that are compatible with rural single-family neighborhoods. Horses and other farm animals are also allowed in this zone in compliance with Section 17.430.050 (Animal Keeping). This zone allows a maximum density of 2.0 dwelling units per gross acre of land. The Rural Residential zone is consistent with the VLDR land use designation of the General Plan.

3.2 Project Characteristics

3.2.1 Site Plan

The Project involves subdividing 75.7 gross acres into 419 single family residential lots, four open space lots (Tentative Tract Map 39076), as shown on **Figure 4: *Site Plan Schematic, TTM 30926.*** The lots generally range

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in size from 4,500 square feet (SF) to 6,500 SF as shown in **Appendix I: Planned Development Permit**. The community would be connected by an internal roadway network gaining access via Cawston Avenue, Seventh Street and Esplanade Avenue. Proposed on-site pedestrian trails and paths would provide access to the range of residential types within the community, as well as open spaces, parks, and a neighborhood park with a clubhouse and associated amenities, as described further below. Four lettered lots totaling 6.6 acres would be set aside for dual use as both landscaped stormwater control basins and picnic/greenspace areas connected with trails. The total Project area would equate to 75.7 acres.

3.2.2 Off-Site Improvements:

The Project involves improvements within the public right-of-way (ROW), such as street dedications and improvements, sidewalks and landscaping along West Seventh Street and Cawston Avenue, and sidewalks and landscaping along West Esplanade Avenue.

3.2.3 Access/Circulation

The internal vehicular circulation network would include the main road running north/south through the center of the site with ingress/egress on Seventh Street on the north and W Esplanade Avenue on the south. A local entry road is planned for Cawston Avenue that would connect to the main north/south roadway. The internal street system would primarily comprise local access roads, as shown on **Appendix I**.

3.2.4 Open Space and Parks

The Project would incorporate a variety of open space areas, including a private and public multi-use path linking key areas and providing pedestrian access throughout the Proposed Project Site. Four lots (Lot A, B, C, and D) totaling 6.61 acres are provided throughout the development that provide a combination of detention basins, biofiltration and park space.

3.2.5 Landscaping

The Project would include various landscape treatments as shown in **Appendix I** which delineates major landscape treatments and identifies planting types. **Figure 5: *Concept Landscaping Plan*** provides a compilation of the landscaping plan presented in **Appendix I**. Proposed landscaped types would include trees and shrubs as shown in the Preliminary Plant Palette, included as part of the Planned Development Permit in **Appendix I**. The Landscape Plan would comply with the San Jacinto Landscape Design Guidelines (San Jacinto 2005), which includes an approved plant list. The Landscape Design Guidelines aim to retain the community's rural agricultural roots, and water wise planting (i.e. drought tolerant, native, or low-water plants) is utilized whenever possible. The Project would remove 22 existing on-site trees with diameters of 9.5 inches or greater, five of which are street trees located within the Proposed Project Site's boundary, including one Tree of Heaven (*Ailanthus altissima*) , one Lemon Tree (*Citrus limon*), two Mondell Pines (*Pinus eldarica*), one Peach Tree (*Prunus persica*), four Peruvian Pepper Tree (*Schinus molle*), four California Fan Palms (*Washingtonia filifera*) and nine Mexican Fan Palms (*Washingtonia robusta*). Removal of the trees within the public street right-of-way would require authorization from the City Council, in accordance with San Jacinto Municipal Code (SJMC) Section 12.20.050 All other tree removals during Project construction would require replacement from the Applicant and approval by the City Parks and Recreation Commission.

3.2.6 Architectural Design and Elevations

The Architectural Design Guidelines in **Appendix I** conveys the Chacon Farms community's architectural design theme. It is not the intent of the Guidelines to mandate that all the identified design components and elements described be incorporated into the actual building designs. Rather, the Guidelines serve as a "palette" of character-defining exterior elements that should be used in home design. It is expected that builders and their architects would prepare architectural building plans that substantially conform to the

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guidelines, while also applying creativity and innovation in response to housing design trends, homebuyer expectations, and other market conditions.

3.2.7 Sustainability Features

The Project would be constructed in compliance with the latest 2022 Title 24, Part 6 Energy Code and Title 24, Part 11 California Green Building Code requirements, which mandates the inclusion of various design features meant to reduce energy consumption and promote sustainable development. These features include but are not limited to the following:

- Solar photovoltaic systems equipped on all 419 dwelling units;
- Energy storage system ready for each residential unit;
- Electric vehicle (EV) capable and EV ready parking spaces to facilitate future installation and use of EV chargers;
- Low-flow fixtures (showerheads, toilets, kitchen/bathroom faucets);
- Low water use vegetation;
- Electric heat pumps;
- Energy efficient lighting such as light emitting diode (LED) lights;
- Lighting controls such as dimmers and motion/occupancy sensors; and
- High performance windows and doors (to limit air leakage, promote thermal efficiency, and reduce the transmission of solar heat).

3.2.8 Utilities

Water

Water would continue to be provided to the Proposed Project Site by EMWD via proposed looped network lateral connections to the existing water mains in Cawston Avenue North, West Esplanade Avenue, and West Seventh Street. The Project has been preliminarily sized to meet the minimum design water pressure of 50 pounds per square inch (psi) at each proposed service point of connection and a 20-psi residual pressure for fire flows.

During final design, the Fire Marshal would confirm that fire flow from the existing and new fire hydrants meet the demand for the Proposed Project. New fire hydrants would be installed throughout the Project and at the street intersections along the Project frontages of West Seventh Street, Cawston Avenue North, and West Esplanade Avenue, per EMWD standards.

Wastewater

The Project wastewater flows would be collected via a proposed sewer system and would be conveyed to EMWD's San Jacinto Valley Regional Water Reclamation Facility, located 1 mile north of the Project Site. The Project's proposed sewer collection system has been preliminarily sized to convey the sewer flow through a proposed 8-inch sewer main line via gravity from the southern to the northeast corner of the Proposed Project Site. A proposed lift station would move wastewater from the proposed 8-inch main line to a proposed 10-inch sewer main line to be constructed within Seventh Street. The proposed 10-inch sewer main line would then connect to an existing 24-inch gravity sanitary sewer running north in Cawston Avenue North and then east on West Seventh Street. The Project has been designed to be a self-contained system that does not anticipate any future sewer input from other sources.

Stormwater Controls

The Proposed Project Site will be developed with associated improvements, including improved streets and graded slopes. The runoff from the developed condition would be collected into an on-site storm drain

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system, which includes two upstream bioretention water quality basins, and flows to a larger stormwater basin located in the northwest corner of the Proposed Project Site. The larger stormwater basin also includes a bioretention water quality basin as well. A submerged pump would be installed at the north side of the basin to send the treated stormwater into Cawston Avenue where water would be conveyed west and off-site and continue down Seventh Street via roadside swale or gutter flow and into the existing City stormwater system, as under existing conditions.

Construction of the Proposed Project would also require the contractor to prepare a Stormwater Pollution Prevention Plan (SWPPP) as the Project Site is more than 1 acre.

3.2.9 Construction Timing

Construction activities are anticipated to begin in January 2026 and end in January 2029, with phased openings occurring as completed as early as Spring 2029. Construction activity would occur for 8 hours per day, and 5 days per week (Monday through Friday), in accordance with the City's permitted hours of construction (SJMC Section 8.40.090 *Construction activity noise regulations*). Construction stages such as demolition, site preparation, grading/excavation, building construction, paving, and architectural coating would occur as the subdivision requires as identified on Table 2: Project Construction Phasing Summary.

Construction of the proposed Project would require common construction equipment types. No pile driving would be required.

Table 2: Project Construction Phasing Summary

Construction Phase	Timing
Demolition	November 2025 – December 2025
Interior grading and road improvements	January 2026 – January 2029
Grading for basins, housing pads	January 2026 to April 2026
Off-site improvements	April 2026 – August 2026
Housing pad improvements, housing construction	September 2026 – May 2029

*Note: Some phases may overlap, as determined necessary for construction sequencing.

3.2.10 Grading Quantities

Grading activities would include an estimated 27,000 cubic yards (cy) of cut, 193,600 cy of fill, and 166,600 cy of import.

3.2.11 Best Management Practices During Construction

The following best management practices are incorporated into the Project construction specifications to identity how the Project would conform to Federal, State, and Local regulations:

- Construction Water Quality Control. Construction projects that disturb 1 acre of land or more are required to obtain coverage under the NPDES General Permit for Construction Activities (General Construction Permit), which requires the applicant to file a notice of intent (NOI) to discharge stormwater and to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP includes an overview of the Best Management Practices (BMPs) that would be implemented to prevent soil erosion and discharge of other construction-related pollutants that could contaminate nearby water resources. The Project is more than 1 acre, therefore, the contractor is required to provide an SWPPP. The SWPPP will also address post-construction measures for water quality protection.

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3.3 Project Characteristics - Operations

The Proposed Project would be fully operational in 2029 and would include 419 residential units for approximately 1,453 future residents within the Chacon Farms community, as discussed further in Section 4.14, Population and Housing. The proposed community aims to provide open space areas connected by a network of trails and paths between residences to provide social and recreational opportunities for future residents. A homeowners association would be formed to manage the subdivision facilities.

3.4 Project Approvals

The following approvals and permits are required from the City of San Jacinto as part of Case No. PROJ23-0029 to implement the Proposed Project:

- Per San Jacinto Development Code ("SJDC") Section 17.720.020, a General Plan Amendment to revise the land use designation from VLDR (Very Low Density Residential) to LDR (Low Density Residential) for the Proposed Project Site located at 710 Cawston Avenue North (APNs 432-260-009, 432-260-026, and 432-260-027);
- Per SJDC Section 17.720.020, a Zoning Map Amendment (Zone Change) from the RR Zone (Rural Residential) to the LDR Zone (Residential – Low Density) for the Proposed Project Site;
- Per SJDC Section 17.620, a Planned Development Permit (PDP);
- Per SJDC Section 17.630.040 approval of Site Plan and Design Review;
- Per San Jacinto Municipal Code ("SJMC") Section 16.25 a Tentative Tract Map (TTM 39076) for the subdivision of the Proposed Project Site into 419 residential lots (for the development of 419 single family homes) and 4 lettered lots.
- Per SJDC Section 17.600.090 Environmental Review and approval of the IS/MND;
- Per SJMC Section 12.20.050, removal of applicable trees within City right-of-way.

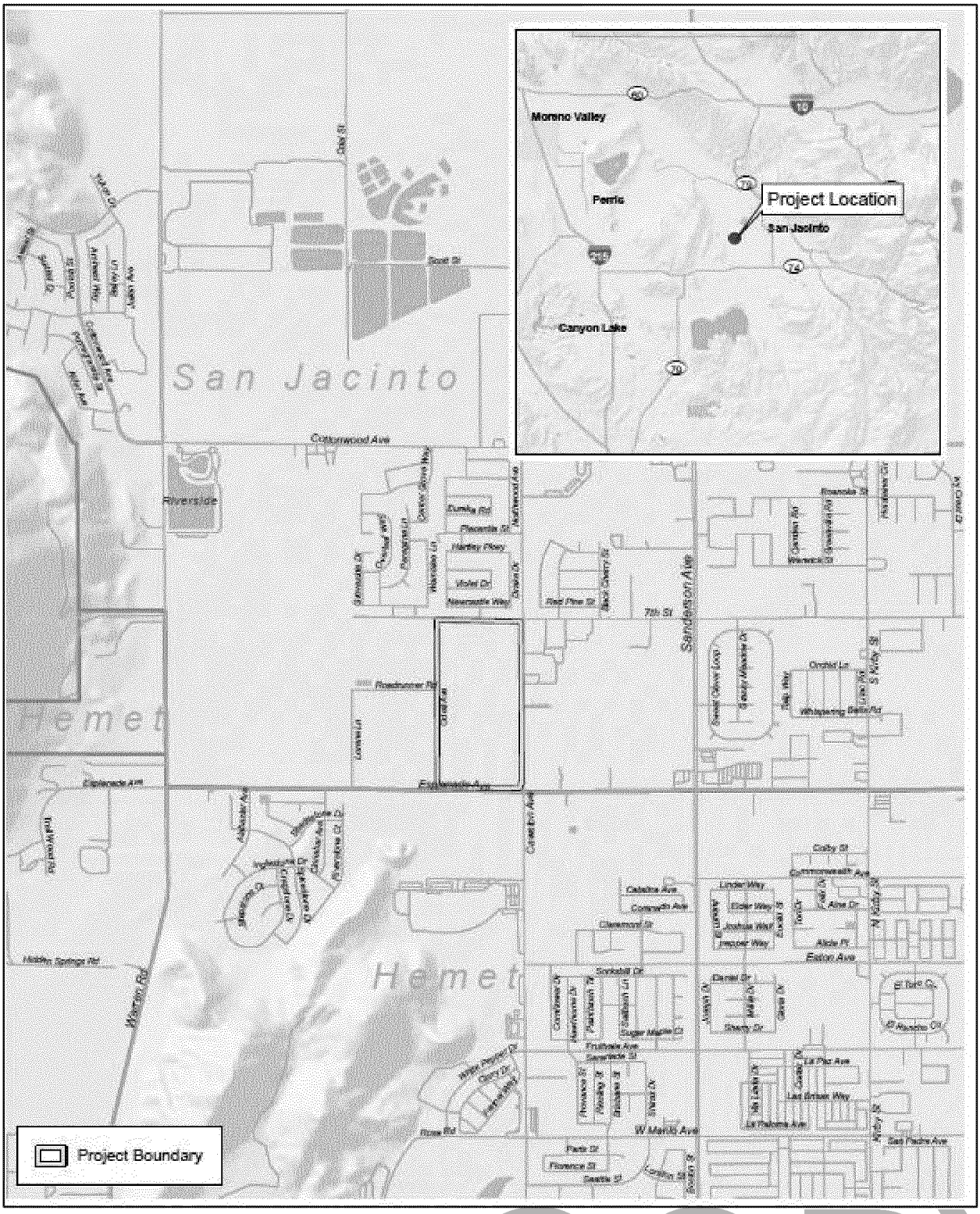
Other non-discretionary actions anticipated to be taken by the City at the staff level as part of the Proposed Project include:

- Review and approval of all off-site infrastructure plans, including street and utility improvements pursuant to the conditions of approval;
- Review all on-site plans, including grading and on-site utilities; and
- Per SJDC Section 17.600.100 approval of a Water Quality Management Plan ("WQMP").

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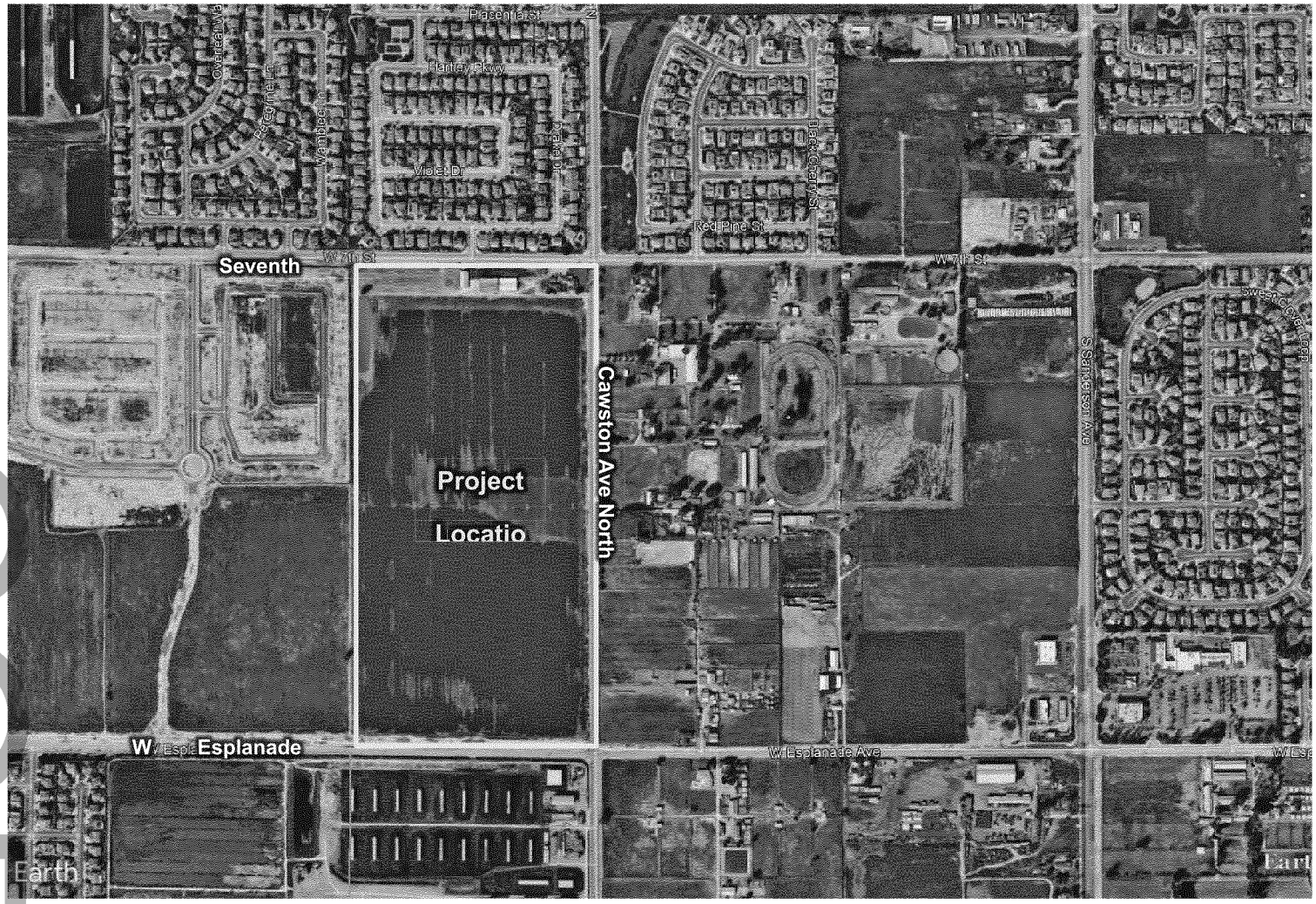
Figure 1 – Regional Vicinity



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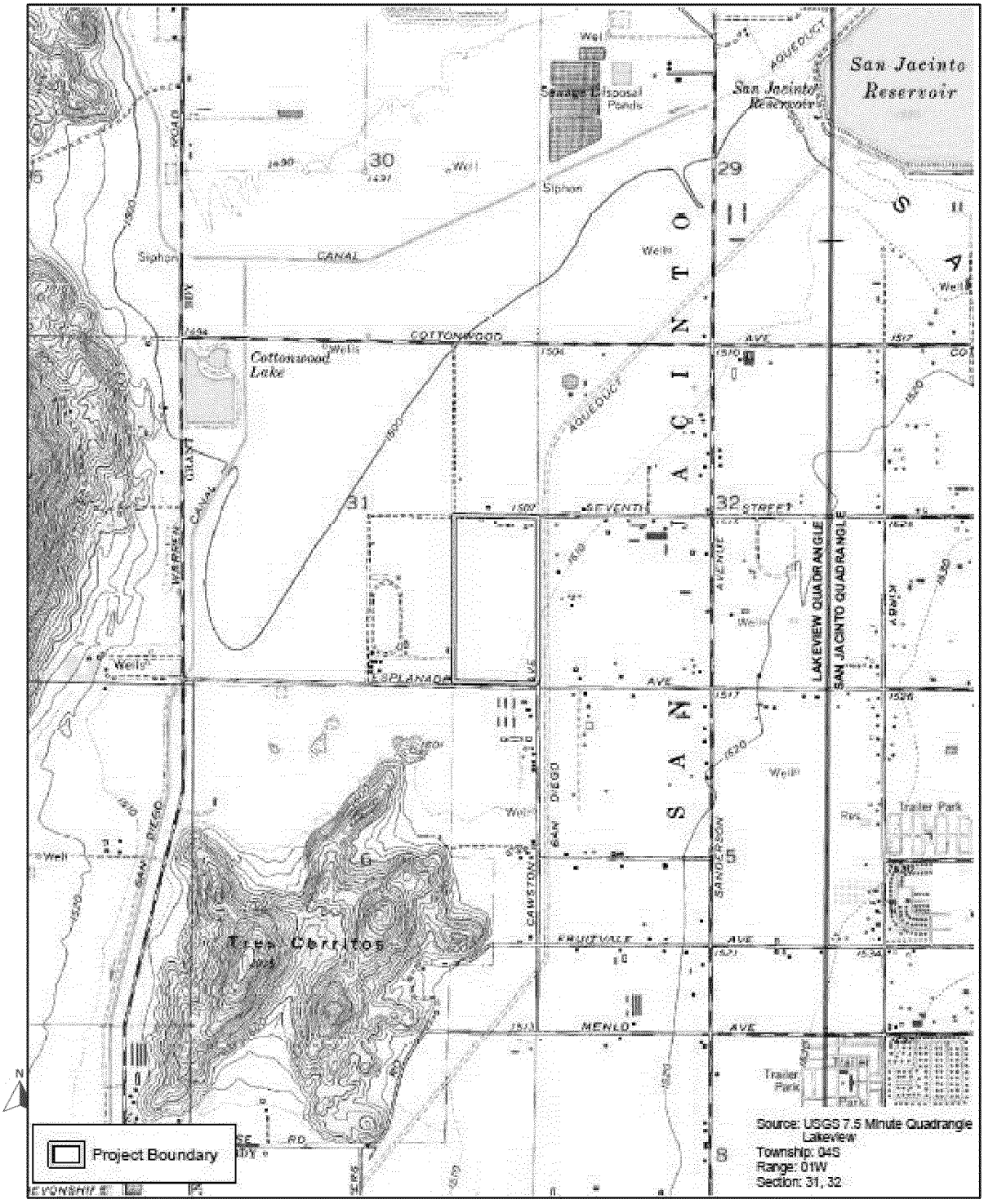
Figure 2 – Site Location, Aerial View



Not to scale
Source: *Google Earth Pro*

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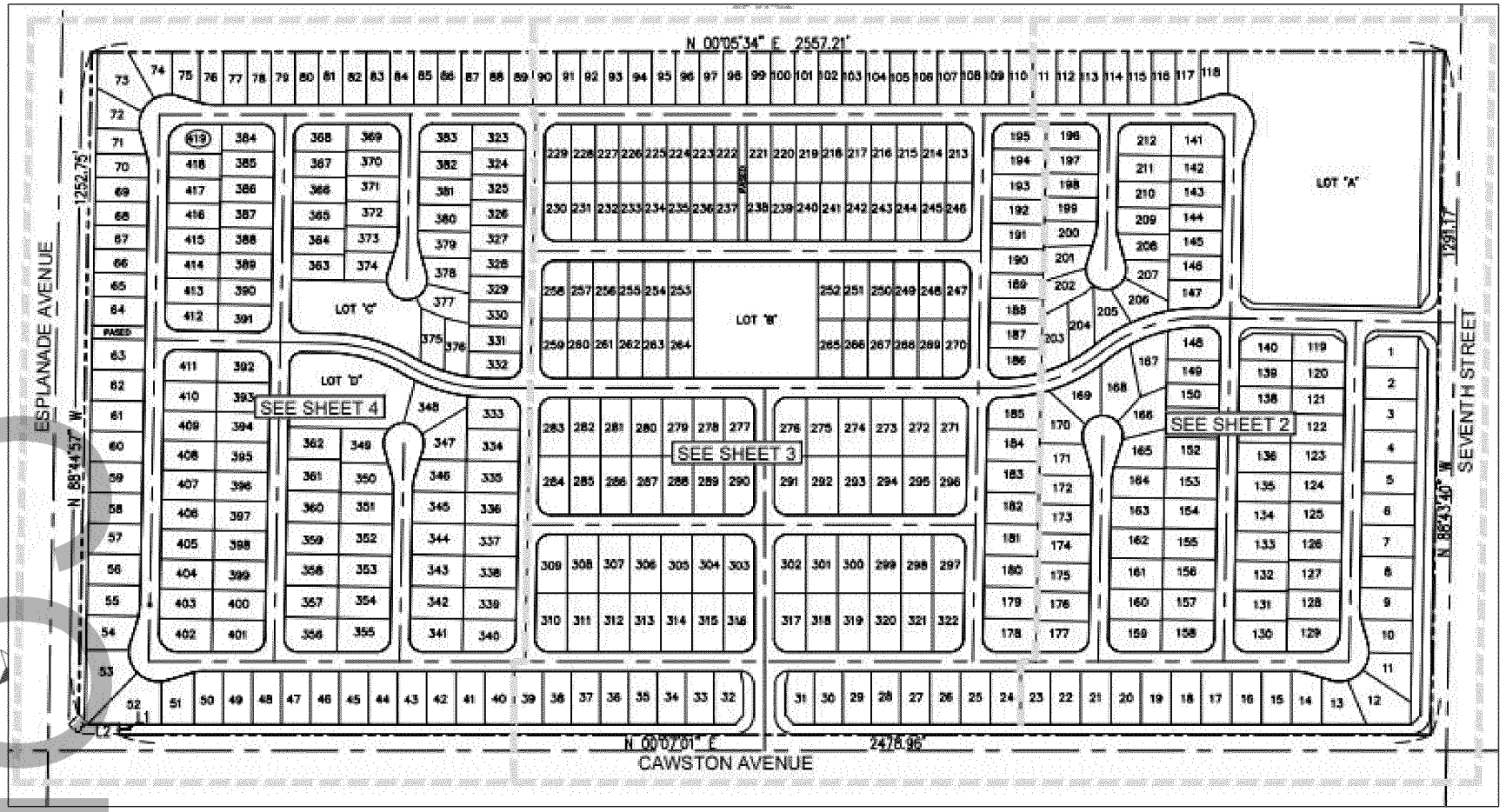
Figure 3 – Site Location, USGS



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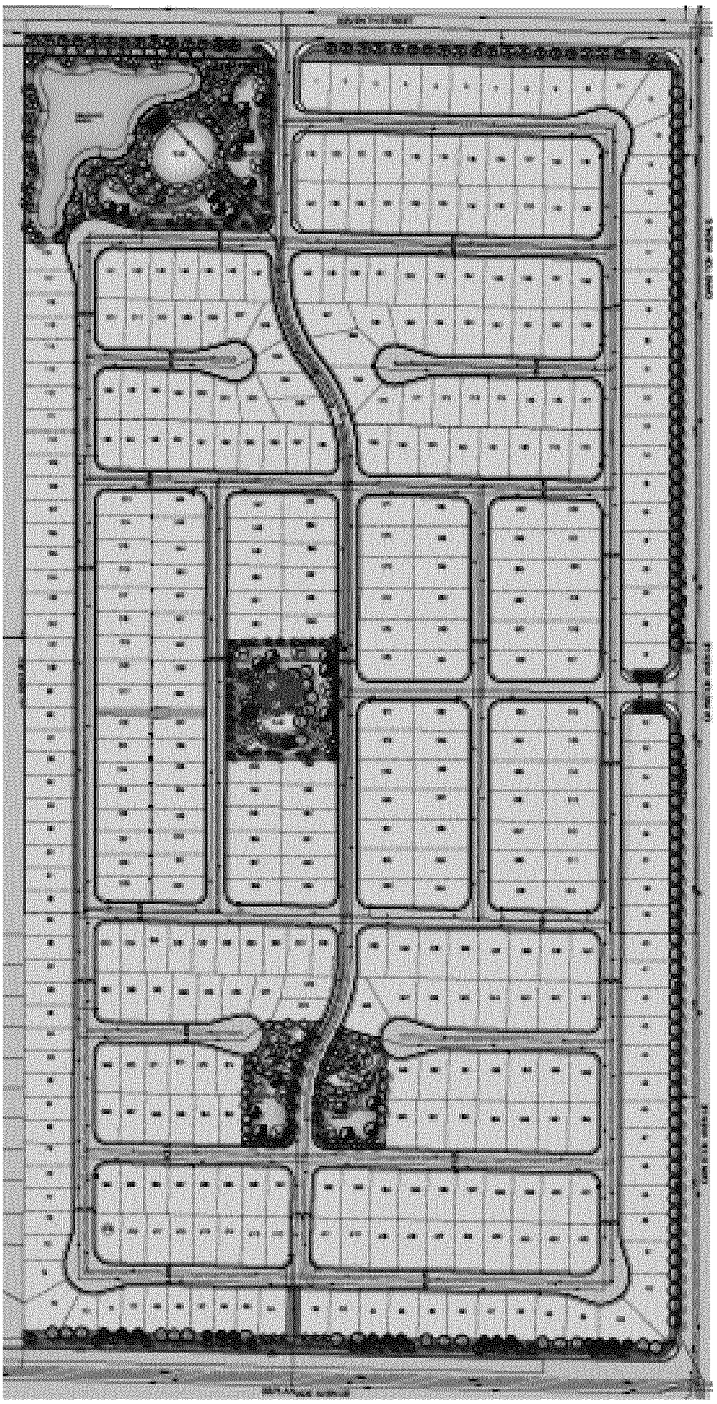
Figure 4 – Site Plan Schematic, TTM 39076



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Figure 5 – Concept Landscaping Plan



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4. Environmental Impacts

4.1 Aesthetics

4.1.1 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
AESTHETICS: Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

Discussion

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. As stated in the San Jacinto General Plan Draft Environmental Impact Report, scenic vistas visible in the City include the Lakeview Mountains to the west, the San Jacinto Mountain foothills to the northeast, and the San Timoteo badlands to the northwest (San Jacinto 2022c). The Proposed Project Site is situated in a relatively low and flat area in the southwestern portion of the City.

Public vantage points of these scenic vistas are from Cawston Avenue and 7th Avenue. Cawson Avenue is on the east side of Project, site so views of the San Jacinto Mountains looking to the east will remain visible after development of the Project. However, views of the Lakeview Mountains looking to the west will be partially blocked by the Project post-development. The San Timoteo Badlands are not visible from Cawston Avenue or 7th Street because they are approximately 12 miles away, and views are already blocked by intervening topography and development.

From 7th Street, views of the Lakeview Mountains and San Jacinto Mountains would not be blocked by the Project because these views are visible to pedestrians and motorists traveling east and west along 7th Street, and the new structures will be located on the south side of the roadway.

Additionally, the proposed structures are limited to 40% lot coverage, a maximum height of 40 feet, and three stories tall, and would have setbacks between structures consistent with the design requirements of the SJMC. For these reasons, views of the Lakeview Mountains and Jacinto Mountains would still be visible from the internal public streets. The Project would also not significantly alter any

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views from public parks or open space areas. Therefore, the Project would not result in a substantial adverse effect on a scenic vista, and impacts would be less than significant. No mitigation is required.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

No Impact. Based on the California Department of Transportation (Caltrans) California State Scenic Highway System Map, there are no Officially Designated State scenic highways within the Project vicinity (Caltrans 2023). The closest Eligible highway is a portion of SR-74 from Interstate 5 at San Juan Capistrano to SR-111, located approximately 5 miles south of the Proposed Project Site at the nearest point[1]. Therefore, the Project Site does not exist within or near a State scenic highway. Due to distance, topographic changes, and intervening development, the Proposed Project Site is not visible from this segment of SR-74.

Additionally, none of the streets surrounding the Project Site are identified in the San Jacinto General Plan as being a local scenic roadway. The Project Site is fully disturbed with agricultural, limited residential uses, and a significant number of invasive tree species, and does not contain areas with native vegetation. The residential uses on the Project Site were found to not be historically significant (refer to Section 4.5.2 in this document).

Therefore, the proposed Project would not have an adverse effect on scenic resources (including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway) or a locally designated rural street or scenic corridor. There would be no impact, and no mitigation is required.

c) *In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

Less than Significant Impact. The Project vicinity is characterized by a mix of both non-urbanized and urbanized areas. Surrounding land uses include a mix of undeveloped, rural residential, low-density residential, and heavy agriculture uses. The Project has been designed to be consistent with the surrounding area and development. Single family homes within Chacon Farms shall creatively use "architecture forward" designs, landscaping, and other innovative neighborhood design techniques to create a visually interesting street scene and identifiable neighborhood character. As the Project has been designed to match the existing visual character within the Project vicinity context, the Project would not substantially degrade the existing visual character or quality of the site and its surroundings. Therefore, impacts would be less than significant, and no mitigation is required.

d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less than Significant Impact. As stated above, the area surrounding the Project is developed with agricultural and limited residential uses that provide various levels of existing nighttime lighting. Operation of the Proposed Project would introduce new sources of residential and street lighting into the Proposed Project Site. However, the proposed lighting would be similar to the type and level of existing lighting provided in the Project vicinity and be designed to direct light downward within the Proposed Project Site to minimize spillover illumination and glare consistent with the City's Development Code Section 17.300.080 – Outdoor Light and Glare (San Jacinto 2022d). In addition, the exteriors of the proposed residential structures would be constructed of low-glare materials. No

1 (Caltrans "List of eligible and officially designated State Scenic Highways (XLS), https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways, accessed February 9, 2025)

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prefabricated metal buildings would be allowed, and metal would only be utilized minimally in accent features. Therefore, potential light and glare impacts would be less than significant, and no mitigation is required.

4.1.2 Mitigation Measures

No mitigation measures associated with impacts to Aesthetics apply to the Proposed Project.

4.1.3 Conclusion

There are less than significant potential impacts of the Proposed Project associated with Aesthetics, and no mitigation would be required.

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4.2 Agriculture and Forestry Resources

4.2.1 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?			X	
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

Discussion

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

Less Than Significant Impact. Based on review of the California Important Farmland Finder Map, prepared by the California Department of Conservation, Farmland Mapping and Monitoring Program (FMMP), the Proposed Project Site is located on Prime Farmland and Farmland of Statewide Importance (FMMP 2023).

As stated in the General Plan Draft EIR, although there are existing agricultural activities within the City, the San Jacinto General Plan Land Use Map does not designate lands specifically for agricultural use. Areas identified as Prime Farmland or Farmland of Statewide Importance are mostly designated for a mix of residential and non-residential development. According to the General Plan, future development consistent with the General Plan along with changes in the economy are expected to

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result in the conversion of many of these Prime Farmland or Farmland of Statewide Importance areas to urban uses. Because there are no exclusive agricultural land use designations included as part of the General Plan, the General Plan identifies that future development, such as the proposed Project, could convert existing agricultural resources and Prime Farmland, Unique Farmland, and Farmland of Statewide Importance to non-agricultural uses (City, 2022). Although the Project would convert areas of Prime Farmland and Farmland of Statewide Importance to non-agricultural uses, the City General Plan anticipated future development converting these uses. Therefore, impacts related to conversion of farmland would be less than significant, and no mitigation is required.

b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

Less Than Significant Impact. As stated above, the Proposed Project Site is located on Prime Farmland and Farmland of Statewide Importance. As stated in the City of San Jacinto General Plan Draft EIR, land use designations for these parcels allow for non-agricultural uses including mixed-use and residential. Additionally, lands within the surrounding area are identified for urban development. Because there are no exclusive agricultural land use designations included as part of the General Plan, the General Plan identified that future development, such as the Proposed Project, and changes in the economy could result in conversion of preserved agricultural properties to urban uses (City, 2022). There is no Williamson Act contract for the Proposed Project Parcels, according to the Applicant's due diligence surveys and title reports performed prior to purchase. Therefore, the Proposed Project would not conflict with existing agricultural use as the City anticipated development to convert agricultural land.

The Project would request a Zoning Map Amendment (Zone Change) per the SJDC Section 17.720.020 from RR Zone (Rural Residential) to the LDR Zone (Residential – Low Density) for the Proposed Project Site. The Project would not conflict with existing zoning for agricultural use. Therefore, impacts would be less than significant, and no mitigation is required.

c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. As stated in the General Plan Draft EIR, there are no forest lands within the City, nor are there suitable environmental conditions for forest land to be developed. Therefore, there are no forest lands on the Proposed Project Site and implementation of the Project would not result in the loss of forest land or convert forest land to non-forest use; no mitigation is required.

d) *Result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. As stated in the General Plan Draft EIR, there are no forest lands within the City, nor are there suitable environmental conditions for forest land to be developed. Therefore, there are no forest lands on the Proposed Project Site and implementation of the Proposed Project would not result in the loss of forest land or convert forest land to non-forest use; no mitigation is required.

e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or the conversion of forest land to non-forest use?*

Less Than Significant Impact. As discussed previously, the Proposed Project site is located on Prime Farmland and Farmland of Statewide Importance. The construction and operation of the Project would be confined to the Project footprint and would not cause offsite conversion of farmland or forest land to non-agriculture uses or non-forest uses. And while the Proposed Project Site is occupied by agricultural operations ,the Proposed Project is consistent with the City's current land use and zoning for the Project Site. Additionally, General Plan Draft EIR addressed future development, such as the Proposed Project, would result in the conversion of preserved agricultural properties to urban uses

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(San Jacinto 2022c). As the General Plan anticipated such change from Farmland to non-agricultural uses, impacts would be less than significant, and no mitigation is required.

4.2.2 Mitigation Measures

No mitigation measures associated with impacts to Agriculture and Forestry Resources apply to the Proposed Project.

4.2.3 Conclusion

There are less than significant potential impacts of the Proposed Project associated with Agriculture and Forestry Services, and no mitigation would be required.

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4.3 Air Quality

Information and analysis in this section is derived from the documents incorporated by reference as identified in Section 1.3 of this document and the Air Quality and Greenhouse Report prepared included as **Appendix A-1 – *Chacon Farms, Air Quality, Greenhouse Gas, and Energy Impact Study,* MD Acoustics, April 28, 2025**. A Health Risk Assessment (HRA) was prepared to assess the potential health risks associated with construction of the Project within proximity to other nearby residential uses, and is included as **Appendix A-2 – *Health Risk Assessment for the Chacon Farms Project, City of San Jacinto*, MD Acoustics, April 28, 2025**.

4.3.1 Regulatory Setting

Federal Standards

The U.S. Environmental Protection Agency (EPA) is responsible for global, international, and interstate air pollution issues and policies. The EPA sets national vehicle and stationary source emission standards, oversees approval of all State Implementation Plans, provides research and guidance for air pollution programs, and sets National Air Quality Standards, also known as federal standards. There are six common air pollutants, called criteria pollutants, which were identified from the provisions of the Clean Air Act of 1970, including ozone, nitrogen dioxide, lead, particulate matter (PM10 and PM2.5), carbon monoxide, sulfur dioxide.

The federal standards were set to protect public health, including that of sensitive individuals; thus, the standards continue to change as more medical research is available regarding the health effects of the criteria pollutants. Primary federal standards are the levels of air quality necessary, with an adequate margin of safety, to protect public health.

A State Implementation Plan is a document prepared by each state describing existing air quality conditions and measures that will be followed to attain and maintain federal standards. The State Implementation Plan for the State of California is administered by the Air Resources Board (ARB), which has overall responsibility for statewide air quality maintenance and air pollution prevention. California's State Implementation Plan incorporates individual federal attainment plans for regional air districts—air district prepares their federal attainment plan, which sent to ARB to be approved and incorporated into the California State Implementation Plan. Federal attainment plans include the technical foundation for understanding air quality (e.g., emission inventories and air quality monitoring), control measures and strategies, and enforcement mechanisms.

Federal and state ambient air quality standards are summarized in **Table 3: *Ambient Air Quality Standards***.

Table 3: Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards[1]		National Standards[2]		
		Concentrations[3]	Method[4]	Primary[3,5]	Secondary[3,6]	Method[7]
Ozone (O_3)	1-Hour	0.09 ppm	Ultraviolet Photometry	- -	Same as Primary Standard	Ultraviolet Photometry
	8-Hour	0.070 ppm		0.070 ppm (147 µg/m^3)		
Respirable Particulate Matter (PM10)[8]	24-Hour	50 µg/m^3	Gravimetric or Beta Attenuation	150 µ/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m^3		- -		

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Pollutant	Averaging Time	California Standards[1]		National Standards[2]		
		Concentrations[3]	Method[4]	Primary[3,5]	Secondary[3,6]	Method[7]
Fine Particulate Matter (PM2.5)[8]	24-Hour	- -	- -	35 µg/m^3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m^3	Gravimetric or Beta Attenuation	12 µg/m^3	15 µg/m^3	
Carbon Monoxide (CO)	1-Hour	20 ppm (23 µg/m^3)	Non-Dispersive Infrared Photometry (NDIR)	35 ppm (40 µg/m^3)	- -	Non-Dispersive Infrared Photometry (NDIR)
	8-Hour	9.0 ppm (10 µg/m^3)		9 ppm (10 µg/m^3)	- -	
	8-Hour (Lake Tahoe)	6 ppm (7 µg/m^3)		- -	- -	
Nitrogen Dioxide (NO_2)[9]	1-Hour	0.18 ppm (339 µg/m^3)	Gas Phase Chemiluminescence	100 ppb (188 µg/m^3)	- -	Gas Phase Chemiluminescence
	Annual Arithmetic Mean	0.030 ppm (357 µg/m^3)		0.053 ppm (100 µg/m^3)	Same as Primary Standard	
Sulfur Dioxide (SO_2)[10]	1-Hour	0.25 ppm (655 µg/m^3)	Ultraviolet Fluorescence	75 ppb (196 µg/m^3)	- -	Ultraviolet Fluorescence; Spectro-photometry (Pararosaniline Method)
	3-Hour	- -		- -	0.5 ppm (1300 mg/m^3)	
	24-Hour	0.04 ppm (105 µg/m^3)		0.14 ppm (for certain areas)[10]	- -	
	Annual Arithmetic Mean	- -		0.130 ppm (for certain areas)[10]	- -	
Lead[11,12]	30 Day Average	1.5 µg/m^3	Atomic Absorption	- -		
	Calendar Qrtr	- -		1.5 µg/m^3 (for certain areas)[12]	Same as Primary Standard	High Volume Sampler and Atomic Absorption
	Rolling 3-Month Average	- -		0.15 µg/m^3		
Visibility Reducing Particles[13]	8-Hour	See footnote 13	Beta Attenuation and Transmittance through Filter Tape	No National Standards		
Sulfates	24-Hour	25 µg/m3	Ion Chromatography			
Hydrogen Sulfide	1-Hour	0.03 ppm (42 µg/m3)	Ultraviolet Fluorescence			
Vinyl Chloride[11]	24-Hour	0.01 ppm (26 µg/m3)	Gas Chromatography			

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Notes:

1. California standards for ozone, carbon monoxide (except 8-hour Lake Tahoe), sulfur dioxide (1 and 24 hour), nitrogen dioxide, and particulate matter (PM10, PM2.5, and visibility reducing particles), are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.
2. National standards (other than ozone, particulate matter, and those based on annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over three years, is equal to or less than the standard. For PM10, the 24 hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 $\mu g/m^3$ is equal to or less than one. For PM2.5, the 24 hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact the U.S. EPA for further clarification and current national policies.
3. Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25°C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25°C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.
4. Any equivalent measurement method which can be shown to the satisfaction of the ARB to give equivalent results at or near the level of the air quality standard may be used.
5. National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.
6. National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.
7. Reference method as described by the U.S. EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the U.S. EPA.
8. On December 14, 2012, the national annual PM2.5 primary standard was lowered from 15 $\mu g/m^3$ to 12.0 $\mu g/m^3$. The existing national 24-hour PM2.5 standards (primary and secondary) were retained at 35 $\mu g/m^3$, as was the annual secondary standard of 15 $\mu g/m^3$. The existing 24-hour PM10 standards (primary and secondary) of 150 $\mu g/m^3$ also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.
9. To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.
10. On June 2, 2010, a new 1-hour SO2 standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1- hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 SO2 national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.
    Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.
11. The ARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.
12. The national standard for lead was revised on October 15, 2008 to a rolling 3-month average. The 1978 lead standard (1.5 $\mu g/m^3$ as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.
13. In 1989, the ARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

Several pollutants listed are not addressed in this analysis. Analysis of lead is not included because the Project is not anticipated to emit lead. Visibility-reducing particles are not explicitly addressed in this analysis because particulate matter is addressed. The Project is not expected to generate or be exposed to vinyl chloride

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because proposed Project uses do not utilize the chemical processes that create this pollutant and there are no such uses in the Project vicinity. The proposed Project is not expected to cause exposure to hydrogen sulfide because it would not generate hydrogen sulfide in any substantial quantity.

South Coast Air Quality Management District

The Proposed Project Site is located within the Southern California Air Basin (SoCAB) and is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). SCAQMD is responsible for controlling emissions primarily from stationary sources. SCAQMD maintains air quality monitoring stations throughout the basin. SCAQMD, in coordination with the Southern California Association of Governments, is also responsible for developing, updating, and implementing the Air Quality Management Plan (AQMP) for the basin. An AQMP is a plan prepared and implemented by an air pollution district for a county or region designated as nonattainment of the federal and/or California ambient air quality standards. The term nonattainment area is used to refer to an air basin where one or more ambient air quality standards are exceeded.

Every three (3) years the SCAQMD prepares a new AQMP, updating the previous plan and having a 20-year horizon.

On March 23, 2017, the California Air Resources Board (CARB) approved the 2016 AQMP. The 2016 AQMP is a regional blueprint for achieving the federal air quality standards and healthful air. The 2016 AQMP includes both stationary and mobile source strategies to ensure that rapidly approaching attainment deadlines are met, that public health is protected to the maximum extent feasible, and that the region is not faced with burdensome sanctions if the Plan is not approved or if the National Ambient Air Quality Standards (NAAQS) are not met on time. As with every AQMP, a comprehensive analysis of emissions, meteorology, atmospheric chemistry, regional growth projections, and the impact of existing control measures is updated with the latest data and methods. The most significant air quality challenge in the Basin is to reduce nitrogen oxide (NOx) emissions sufficiently to meet the upcoming ozone standard deadlines. The primary goal of this AQMP is to meet clean air standards and protect public health, including ensuring benefits to environmental justice and disadvantaged communities. Now that the plan has been approved by CARB, it has been forwarded to the EPA for its review. If approved by EPA, the plan becomes federally enforceable.

SCAQMD adopted the 2022 AQMP on December 2, 2022, to address the attainment of the 2015 8-hour ozone standard (70 parts per billion [ppb]) for South Coast Air Basin and Coachella Valley. To meet this standard, the AQMP determined NOx emissions must be reduced by 67 percent more than is required by adopted rules and regulations by 2037. The control strategy for the 2022 AQMP includes aggressive new regulations and the development of incentive programs to support early deployment of advanced technologies. The two key areas for incentive programs are (1) promoting widespread deployment of available zero-emission (ZE) and low NOx technologies and (2) developing new ZE and ultra-low NOx technologies for use in cases where the technology is not currently available. SCAQMD will prioritize distribution of incentive funding in environmental justice areas and seek opportunities to focus benefits on the most disadvantaged communities. Cost-effectiveness and affordability will be further considered during the rulemaking or incentive program development process.

The AQMP for the basin establishes a program of rules and regulations administered by SCAQMD to obtain attainment of the state and federal standards. Some of the rules and regulations that apply to this Project include, but are not limited to, the following:

- SCAQMD Rule 402 - prohibits a person from discharging from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or

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safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

- SCAQMD Rule 403 - governs emissions of fugitive dust during construction and operation activities. Compliance with this rule is achieved through application of standard Best Management Practices, such as application of water or chemical stabilizers to disturbed soils, covering haul vehicles, restricting vehicle speeds on unpaved roads to 15 miles per hour, sweeping loose dirt from paved site access roadways, cessation of construction activity when winds exceed 25 mph, and establishing a permanent ground cover on finished sites.
- SCAQMD Rule 1113 - governs the sale, use, and manufacturing of architectural coating and limits the VOC content in paints and paint solvents. This rule regulates the VOC content of paints available during construction. Therefore, all paints and solvents used during construction and operation of project must comply with Rule 1113.
- Idling Diesel Vehicle Trucks - Idling for more than 5 minutes in any one location is prohibited within California borders.
- Rule 2702 - establishes a voluntary air quality investment program from which SCAQMD can collect funds from parties that desire certified greenhouse gas (GHG) emission reductions, pool those funds, and use them to purchase or fund GHG emission reduction projects within two years, unless extended by the Governing Board.

Local Climate and Meteorology

Dominant airflows provide the driving mechanism for transport and dispersion of air pollution. The mountains surrounding the region form natural horizontal barriers to the dispersion of air contaminants. Air pollution created in the coastal areas and around the Los Angeles area is transported inland until it reaches the mountains where the combination of mountains and inversion layers generally prevent further dispersion. This poor ventilation results in a gradual degradation of air quality from the coastal areas to inland areas. Air stagnation may occur during the early evening and early morning periods of transition between day and nighttime flows. The region also experiences periods of hot, dry winds from the desert, known as Santa Ana winds. If the Santa Ana winds are strong, they can surpass the sea breeze, which blows from the ocean to the land, and carry the suspended dust and pollutants out to the ocean. If the winds are weak, they are opposed by the sea breeze and cause stagnation, resulting in high pollution events.

The annual average temperature varies little throughout much of the basin, ranging from the low to middle 60s, measured in degrees Fahrenheit (°F). With more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas where the Proposed Project Site is located. The majority of the annual rainfall in the basin occurs between November and April. Summer rainfall is minimal and is generally limited to scattered thunderstorms in the coastal regions and slightly heavier showers in the eastern portion of the basin along the coastal side of the mountains. Year-to-year patterns in rainfall are unpredictable because of fluctuations in the weather.

Temperature inversions limit the vertical depth through which pollution can be mixed. Among the most common temperature inversions in the basin are radiation inversions, which form on clear winter nights when cold air off mountains sink to the valley floor while the air aloft over the valley remains warm. These inversions, in conjunction with calm winds, trap pollutants near the source. Other types of temperature inversions that affect the basin include marine, subsidence, and high-pressure inversions.

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Local Air Quality

The SCAQMD is divided into 38 air-monitoring areas with a designated ambient air monitoring station representative of each area. The Proposed Project Site is located in the City of San Jacinto in the Hemet/San Jacinto Valley Source Receptor Area (SRA 28). The nearest air monitoring station to the Proposed Project Site is the Banning Airport Station. The Banning Airport Station is located approximately 13 miles northeast of the Proposed Project Site, at 200 South Hathaway Street, Banning. However, this location does not provide all ambient weather data. Therefore, additional data was pulled from the SCAQMD historical data for the Hemet/San Jacinto Area for both sulfur dioxide and carbon monoxide to provide the existing levels. **Table 4: *Local Area Air Quality Levels from the Banning Monitoring Stations*** presents the monitored pollutant levels within the vicinity. However, it should be noted that due to the air monitoring station distance from the Proposed Project Site, recorded air pollution levels at the air monitoring station reflect with varying degrees of accuracy, local air quality conditions at the Proposed Project Site. The monitoring data presented shows that ozone and particulate matter (PM10) are the air pollutants of primary concern in the Project area, which are detailed further in Table 4.

Table 4: Local Air Quality Levels from the Banning Monitoring Stations

Pollutant (Standard)[2]	Year		
	2020	2021	2022
Ozone:			
Maximum 1-Hour Concentration (ppm)	0.150	0.139	0.116
Days > CAAQS (0.09 ppm)	29	41	30
Maximum 8-Hour Concentration (ppm)	0.115	0.116	0.100
Days > NAAQS (0.07 ppm)	68	80	56
Days > CAAQS (0.070 ppm)	71	82	59
Carbon Monoxide:			
Maximum 1-Hour Concentration (ppm)	*	*	*
Days > NAAQS (20 ppm)	*	*	*
Maximum 8-Hour Concentration (ppm)	*	*	*
Days > NAAQS (9 ppm)	*	*	*
Nitrogen Dioxide:			
Maximum 1-Hour Concentration (ppm)	0.051	0.057	0.052
Days > NAAQS (0.25 ppm)	0	0	0
Sulfur Dioxide:			
Maximum 1-Hour Concentration (ppm)	*	*	*
Days > CAAQS (0.25 ppm)	*	*	*
Inhalable Particulates (PM10):			
Maximum 24-Hour Concentration (ug/m3)	69.3	48.6	52.4
Days > NAAQS (150 ug/m3)	0	0	0
Days > CAAQS (50 ug/m3)	1	0	0
Annual Average (ug/m3)	21.2	21.2	22.5
Annual > NAAQS (50 ug/m3)	No	No	No
Annual > CAAQS (20 ug/m3)	**Yes**	**Yes**	**Yes**
Ultra-Fine Particulates (PM2.5):			
Maximum 24-Hour Concentration (ug/m3)	46.7	40.9	37.9
Days > NAAQS (35 ug/m3)	-	-	-
Annual Average (ug/m3)	10.5	11.7	9.4
Annual > NAAQS (15 ug/m3)	No	No	No
Annual > CAAQS (12 ug/m3)	No	No	No

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Pollutant (Standard)[2]	Year		
	2020	2021	2022

1. Source: obtained from https://www.aqmd.gov/home/air-quality/air-quality-data-studies/historical-data-by-year and/or https://www.arb.ca.gov/adam/topfour/topfour1.php
2 CAAQS = California Ambient Air Quality Standard; NAAQS = National Ambient Air Quality Standard; ppm = parts per million
3 No data available.

Attainment Status

The EPA and the ARB designate air basins where ambient air quality standards are exceeded as "nonattainment" areas. If standards are met, the area is designated as an "attainment" area. If there is inadequate or inconclusive data to make a definitive attainment designation, they are considered "unclassified." National nonattainment areas are further designated as marginal, moderate, serious, severe, or extreme as a function of deviation from standards. Each standard has a different definition, or 'form' of what constitutes attainment, based on specific air quality statistics. For example, the Federal 8-hour CO standard is not to be exceeded more than once per year; therefore, an area is in attainment of the CO standard if no more than one 8-hour ambient air monitoring values exceeds the threshold per year. In contrast, the federal annual PM2.5 standard is met if the three-year average of the annual average PM2.5 concentration is less than or equal to the standard. **Table 5: *South Coast Air Basin Attainment Status***, lists the attainment status for the criteria pollutants in the basin.

Table 5: South Coast Air Basin Attainment Status

Pollutant	Averaging Time	National Standards[1]	Attainment Date[2]	California Standards[3]
1979 1-Hour Ozone[4]	1-Hour (0.12 ppm)	Nonattainment (Extreme)	11/15/2010 (Not attained[4])	Extreme Nonattainment
1997 8-Hour Ozone[5]	8-Hour (0.08 ppm)	Nonattainment (Extreme)	6/15/2024	Nonattainment
2008 8-Hour Ozone	8-Hour (0.075 ppm)	Nonattainment (Extreme)	12/31/2032	
2015 8-Hour Ozone	8-Hour (0.070 ppm)	Designations Pending	~2037	
CO	1-Hour (35 ppm) 8-Hour (9 ppm)	Attainment (Maintenance)	6/11/2007 (Attained)	Maintenance
NO_2 [6]	1-Hour (100 ppb) Annual (0.053 ppm)	Attainment (Maintenance)	9/22/1998 (Attained)	Attainment
SO_2[7]	1-Hour (75 ppb)	Designations Pending	Pending	Attainment
	24-Hour (0.14 ppm) Annual (0.03 ppm)	Unclassifiable/ Attainment	3/19/1979 (Attained)	
PM10	24-Hour (150 µg/m^3)	Nonattainment (Serious)[8]	12/31/2006 (Redesignation request submitted)[8]	Nonattainment
PM2.5	24-Hour (35 µg/m^3)	Nonattainment	12/31/2006 (Redesignation request submitted)[8]	Unclassified
Lead	3-Months Rolling (0.15 µg/m^3)	Nonattainment (Partial)[9]	12/31/2015	Nonattainment (Partial)[9]

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Pollutant	Averaging Time	National Standards[1]	Attainment Date[2]	California Standards[3]

1 Obtained from Draft 2012 AQMP, SCAQMD, 2012. EPA often only declares Nonattainment areas; everywhere else is listed as Unclassified/Attainment or Unclassifiable.

2 A design value below the NAAQS for data through the full year or smog season prior to the attainment date is typically required for attainment demonstration.

3 Obtained from http://www.arb.ca.gov/desig/adm/adm.htm.

4 1-hour O3 standard (0.13 ppm) was revoked, effective June 15, 2005; however, the Basin has not attained this standard based on 2008-2010 data has some continuing obligations under the former standard.

5 1997 8-hour O3 standard (0.08 ppm) was reduced (0.075 ppm), effective May 27, 2008; the 1997 O3 standard and most related implementation rules remain in place until the 1997 standard is revoked by U.S. EPA.

6 New NO2 1-hour standard, effective August 2, 2010; attainment designations June, 2013; annual NO2 standard retained.

7 The 1971 annual and 24-hour SO2 standards were revoked, effective August 23, 2010; however, these 1971 standards will remain in effect until one year after U.S. EPA promulgates area designations for the 2010 SO2 1-hour standard. Area designations expected in 2012, with SSAB designated Unclassifiable/Attainment.

8 Annual PM10 standard was revoked, effective December 18, 2006; redesignation request to Attainment of the 24-hour PM10 standard is pending with U.S. EPA

9 Partial Nonattainment designation - Los Angeles County portion of Basin only.

Sensitive Receptors

Sensitive receptors are considered land uses or other types of population groups that are more sensitive to air pollution than others due to their exposure. Sensitive population groups include children, the elderly, the acutely and chronically ill, and those with cardio-respiratory diseases. For CEQA purposes, a sensitive receptor for air quality would be a location where a sensitive individual could remain for 24 hours or longer, such as residencies, hospitals, and schools (etc.). The closest existing sensitive receptors (to the site area) for purposes of air quality are existing single-family residences located approximately 100 feet to the north.

Significance Criteria

Appendix G of the CEQA Guidelines states that the significance criteria established by the applicable air quality management district may be relied upon to make significance determinations. The SCAQMD has established significance thresholds to assess the regional and localized impacts of Project-related air pollutant emissions, as shown below.

Regional Thresholds for Construction Emissions

The following CEQA significance thresholds for construction emissions are established for the Basin by the SCAQMD:

- 75 pounds per day (lbs/day) of VOC
- 100 lbs/day of NOx
- 550 lbs/day of CO
- 150 lbs/day of PM10
- 55 lbs/day of PM2.5
- 150 lbs/day of SO_2

Local Microscale Concentration Standards

The significance of localized project impacts under CEQA depends on whether ambient CO levels in the vicinity of the Project are above or below State and federal CO standards. If ambient levels are below the standards, a project is considered to have a significant impact if project emissions result in an exceedance of

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one or more of these standards. If ambient levels already exceed a State or federal standard, project emissions are considered significant if they increase 1-hour CO concentrations by 1.0 parts per million (ppm) or more or 8-hour CO concentrations by 0.45 ppm or more. The following are applicable local emission concentration standards for CO:

- California State 1-hour CO standard of 20.0 ppm
- California State 8-hour CO standard of 9.0 ppm

Localized Significance Thresholds

Project-related construction air emissions may have the potential to exceed the State and Federal air quality standards in the Project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the South Coast Air Basin. In order to assess local air quality impacts the SCAQMD has developed Localized Significant Thresholds (LSTs) to assess the Project-related air emissions in the Project vicinity. The SCAQMD has also provided Final Localized Significant Threshold Methodology (LST Methodology), June 2003, which details the methodology to analyze local air emission impacts. The LST Methodology found that the primary emissions of concern are NO_2, CO, PM10, and PM2.5.

The emission thresholds were calculated based on the Hemet/San Jacinto Valley Source Receptor Area and a disturbance of 4 acres per day at a distance of 25 meters (82 feet), for construction and 5 acres a day for screening of localized operational emissions

4.3.2 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

Discussion

a) Conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The SCAQMD CEQA Handbook states that "new or amended General Plan Elements (including land use zoning and density amendments), Specific Plans, and significant projects must be analyzed for consistency with the AQMP." Strict consistency with all aspects of the plan is usually not

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required. A proposed project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The current regional plan applicable to the Project is the SCAQMD's 2022 AQMP, discussed in further detail above.

The SCAQMD CEQA Handbook identifies two key indicators of consistency:

1. Whether the project will result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

2. Whether the project will exceed the assumptions in the AQMP in 2016 or increments based on the year of project buildout and phase.

Both of these criteria are evaluated below.

Criterion 1 - Increase in the Frequency or Severity of Violations – Based on the air quality modeling analysis discussed further below and in **Appendix A-1**, short-term construction impacts would not result in significant impacts based on the SCAQMD regional and local thresholds of significance. Additionally, as discussed further below and in **Appendix A-1**, long-term operations impacts would not result in significant impacts based on the SCAQMD regional thresholds of significance. Therefore, the Proposed Project is not projected to contribute to the exceedance of any air pollutant concentration standards and is found to be consistent with the AQMP for the first criterion.

Criterion 2 - Exceed Assumptions in the AQMP – Consistency with the AQMP assumptions is determined by performing an analysis of the proposed Project with the assumptions in the AQMP. The emphasis of this criterion is to ensure that the analyses conducted for the proposed Project are based on the same forecasts as the AQMP. The 2024-2050 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), prepared by SCAG and adopted on April 4, 2024, includes chapters on: the challenges in a changing region, creating a plan for our future, and the road to greater mobility and sustainable growth. These chapters currently respond directly to federal and state requirements placed on SCAG. Local governments are required to use these as the basis of their plans for purposes of consistency with applicable regional plans under CEQA. For the Proposed Project, the City of San Jacinto Land Use Plans define the assumptions that are represented in the AQMP.

The City of San Jacinto General Plan identifies the land use designation of the site as Very Low Density Residential. The Proposed Project is a residential development. The Proposed Project includes the application for a General Plan Amendment to revise the land use designation from VLDR (Very Low Density Residential) to LDR (Low Density Residential) and a Zoning Map Amendment (Zone Change) from the RR Zone (Rural Residential) to the LDR Zone (Residential – Low Density). Therefore, as the Proposed Project seeks to maintain the residential land uses, instead of changing them to commercial or industrial, the Proposed Project would not result in an inconsistency with the land use designation in the City's General Plan and is not anticipated to exceed the AQMP assumptions for the Proposed Project Site. As such, the Project is found to be consistent with the AQMP for the second criterion.

b) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*

Less Than Significant Impact. A project may have a significant impact where project-related emissions would exceed federal, State, or regional standards or thresholds, or where project-related emissions would substantially contribute to an existing or projected air quality violation. The SCAQMD has

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developed construction and operations thresholds, as described above, to determine whether projects would potentially result in contributing toward a violation of ambient air quality standards.

Construction Emissions – Regional

Typical emission rates from construction activities were obtained from the California Emissions Estimator Model (CalEEMod) Version 2022.1.1.22 CalEEMod is a computer model published by the SCAQMD for estimating air pollutant emissions. The CalEEMod program uses the EMFAC2017 (EMission Factor) computer program to calculate the emission rates specific for the southwestern portion of Riverside County for construction-related employee vehicle trips and the OFFROAD2011 computer program to calculate emission rates for heavy truck operations. EMFAC2017 and OFFROAD2011 are computer programs generated by CARB that calculates composite emission rates for vehicles. Emission rates are reported by the program in grams per trip and grams per mile or grams per running hour. Using CalEEMod, the peak daily air pollutant emissions were calculated and presented below. These emissions represent the highest level of emissions for each of the construction phases in terms of air pollutant emissions.

Table 6: Regional Significance – Construction Emissions (pounds/day) identified the emissions for proposed Project (**Appendix A-1**). In addition, SCAQMD Rule 402 and 403 were incorporated into the model, and are not considered mitigation measures as the Project is, by default, required to incorporate these rules during construction

Table 6: Regional Significance – Construction Emissions (pounds/day)

Activity	Pollutant Emissions (pounds/day)					
	VOC	NOx	CO	SO_2	PM10	PM2.5
Demolition						
On-Site[2]	2.40	22.20	19.90	0.03	1.52	0.93
Off-Site[3]	0.08	0.91	1.36	0.01	0.41	0.12
Total	2.48	23.11	21.26	0.04	1.93	1.05
Site Preparation						
On-Site[2]	3.31	31.60	30.20	0.05	9.04	5.20
Off-Site[3]	0.07	0.08	1.02	0.00	0.23	0.05
Total	3.38	31.68	31.22	0.05	9.27	5.25
Grading						
On-Site[2]	3.20	29.70	28.30	0.06	4.87	2.57
Off-Site[3]	0.41	23.10	6.63	0.13	6.25	1.90
Total	3.61	52.80	34.93	0.19	11.12	4.47
Building Construction						
On-Site[2]	1.13	10.40	13.00	0.02	0.43	0.40
Off-Site[3]	0.71	2.31	12.08	0.01	2.37	0.59
Total	1.84	12.71	25.08	0.03	2.80	0.99
Paving						
On-Site[2]	0.74	6.94	9.95	0.01	0.30	0.27
Off-Site[3]	0.07	0.54	1.15	0.00	0.34	0.09
Total	0.81	7.48	11.10	0.01	0.64	0.36
Architectural Coating						
On-Site[2]	56.91	1.13	0.00	0.00	0.02	0.02
Off-Site[3]	0.11	0.12	1.51	0.00	0.39	0.09
Total	57.02	1.25	1.51	0.00	0.41	0.11
Total of overlapping phases[4]	59.67	21.44	37.69	0.04	3.85	1.46
SCAQMD Thresholds	75	100	550	150	150	55

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Activity	Pollutant Emissions (pounds/day)					
	VOC	NOx	CO	SO_2	PM10	PM2.5
Exceeds Thresholds	No	No	No	No	No	No

Notes:
1 Source: CalEEMod Version 2022.1.1.22
2 On-site emissions from equipment operated on-site that is not operated on public roads.
3 Off-site emissions from equipment operated on public roads.
4 Construction, architectural coatings and paving phases may overlap.

As shown in Table 6, the construction emissions for the Proposed Project would not exceed the SCAQMD's daily emission thresholds at the regional level, and therefore would be considered less than significant.

Construction Emissions – Localized Significance Thresholds

In addition to the mass daily emissions thresholds established by the SCAQMD, short-term local impacts to nearby sensitive receptors from on-site emissions of NO2, CO, PM10, and PM2.5 are examined based on SCAQMD LST methodology.

The SCAQMD has published a "Fact Sheet for Applying CalEEMod to Localized Significance Thresholds." CalEEMod calculates construction emissions based on the number of equipment hours and the maximum daily disturbance activity possible for each piece of equipment. In order to compare CalEEMod reported emissions against the localized significance threshold lookup tables, the CEQA document should contain in its project design features or its mitigation measures the following parameters:

1. The off-road equipment list (including type of equipment, horsepower, and hours of operation) assumed for the day of construction activity with maximum emissions.
2. The maximum number of acres disturbed on the peak day.
3. Any emission control devices added onto off-road equipment.
4. Specific dust suppression techniques used on the day of construction activity with maximum emissions.

The construction equipment showing the equipment associated with the maximum area of disturbance was assumed to be 4 acres per day for the previously proposed project (**Table 7: Construction Equipment Assumptions**), and no changes in equipment are anticipated for the currently proposed Project.

Table 7: Construction Equipment Assumptions

Activity	Equipment	Number	Acres/8 hr-day	Total Acres
Site Preparation	Rubber Tired Dozers	3	0.5	1.5
	Tractors/Loaders/Backhoes	4	0.5	2.0
Total Per Phase				3.5
Grading	Graders	1	0.5	0.5
	Rubber Tired Dozers	1	0.5	0.5
	Scrapers	2	1.0	2.0
	Tractors/Loaders/Backhoes	2	0.5	1.0
Total Per Phase				4.0
Notes: Source: MD Acoustics 2024.				

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The local air quality emissions from construction were analyzed using the SCAQMD's Mass Rate Localized Significance Threshold Look-up Tables and the methodology described in the Localized Significance Threshold Methodology, prepared by SCAQMD, revised July 2008. The Look-up Tables were developed by the SCAQMD in order to readily determine if the daily emissions of CO, NOx, PM10, and PM2.5 from the Proposed Project could result in a significant impact to the local air quality. The emission thresholds were based on the Hemet/San Jacinto Valley source receptor area and a disturbance of 4 acres per day at a distance of 25 meters (82 feet). The closest receptors are located 30 meters to the north of the site. The 4-acre threshold is interpolated from the 2- and 5-acre thresholds.

As shown in **Table 8: Localized Significance – Construction**, none of the analyzed criteria pollutants for the Proposed Project would exceed the local emissions thresholds at the nearest sensitive receptors. Therefore, a less than significant local air quality impact would occur from construction of the Proposed Project. No mitigation is required.

Table 8: Localized Significance – Construction

Phase	On-Site Pollutant Emissions (pounds/day)[1]			
	NOx	CO	PM10	PM2.5
Demolition	22.20	19.90	1.52	0.93
Site Preparation	31.60	30.20	9.04	5.20
Grading	29.70	28.30	4.87	2.57
Building Construction	10.40	13.00	0.43	0.40
Paving	6.94	9.95	0.30	0.27
Architectural Coating	1.13	0.00	0.02	0.02
Total of overlapping phases	18.47	22.95	0.75	0.69
SCAQMD Threshold for 25 meters (82 feet) or less[2]	325.3	1,676.7	11.0	6.7
Exceeds Threshold?	No	No	No	No

Notes:

1 Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for 4 acres in Hemet/San Jacinto Valley Source Receptor Area (SRA 28). Project will disturb a maximum of 4.0 acres per day (see Table 7).

2 The nearest sensitive receptor is located 30 meters north; therefore, the 25-meter threshold has been used.

Long-Term Operational Emissions

Operational or long-term emissions occur would over the life of the Project. Mobile, area, and energy sources generate operational emissions. Area source emissions arise from consumer product usage, heaters that consume natural gas, gasoline-powered landscape equipment, and architectural coatings (painting). Mobile source emissions from motor vehicles are the largest single long-term source of air pollutants from the operation of the Project. The operational emissions were estimated using the latest version of CalEEMod, as shown in **Appendix A-1**.

Mobile Sources: Mobile sources include emissions from the additional vehicle miles generated from the proposed Project. The vehicle trips associated with the proposed Project are based upon the trip generation rates given in the ITE trip generation manual. The traffic analysis shows a trip generation rate of approximately 3,952 trips per day (**Appendix H**).

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The program then applies the emission factors for each trip which is provided by the EMFAC2017 model to determine the vehicular traffic pollutant emissions. The CalEEMod default trip lengths were used in this analysis, as shown in **Appendix A-1**.

Area Sources: Area sources include emissions from consumer products, landscape equipment and architectural coatings. Landscape maintenance includes fuel combustion emissions from equipment such as lawn mowers, rototillers, shredders/grinders, blowers, trimmers, chain saws, and hedge trimmers, as well as air compressors, generators, and pumps. As specifics were not known about the landscaping equipment fleet, CalEEMod defaults were used to estimate emissions from landscaping equipment, as shown in **Appendix A-1**.

Per SCAQMD Rule 1113 as amended on June 3, 2011, the architectural coatings that would be applied after January 1, 2014 will be limited to an average of 50 grams per liter or less and the CalEEMod model default was utilized as the new model takes this rule into account.

Energy Usage: CalEEMod defaults were utilized to determine the approximate energy usage, as shown in **Appendix A-1**. The Project will be 100 percent electric. Solar photovoltaic panels have been included in the analysis per Title 24 requirements (Part 6 – Section 110.10).

The potential air quality impacts of created by the Proposed Project's long-term operations were calculated, and the highest emissions from either summer or winter are summarized in **Table 9: Regional Significance – Unmitigated Operational Emissions**.

Table 9: Regional Significance – Unmitigated Operational Emissions

Activity	Pollutant Emissions (pounds/day)[1]					
	VOC	NOx	CO	SO2	PM10	PM2.5
Area Sources[2]	21.00	0.23	23.80	0.00	0.01	0.01
Energy Usage[3]	0.00	0.00	0.00	0.00	0.00	0.00
Mobile Sources[4]	14.40	13.10	116.00	0.30	27.60	7.17
Total Emissions	35.40	13.33	139.80	0.30	27.61	7.18
SCAQMD Thresholds	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Notes:
1 Source: CalEEMod Version 2022.1.1.22
2 Area sources consist of emissions from consumer products, architectural coatings, and landscaping equipment.
3 Energy usage consists of emissions from on-site natural gas usage.
4 Mobile sources consist of emissions from vehicles and road dust.

As shown on Table 9, the Proposed Project does not exceed the SCAQMD daily emission threshold. Therefore, regional operational emissions would be less than significant. No mitigation is required.

Operational Localized Significance Thresholds

Table 10: Localized Significance – Unmitigated Operational Emissions, shows the calculated emissions for the proposed operational activities compared with appropriate LSTs. The LST analysis only includes on-site sources; however, the CalEEMod software outputs do not separate on-site and off-site emissions for mobile sources. For a worst-case scenario assessment, the emissions shown in Table 10 include all on-site Project-related stationary sources and 10 percent of the Project-related new mobile sources. This percentage is an estimate of the amount of Project- related new vehicle traffic that will occur on-site.

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Table 10: Localized Significance – Unmitigated Operational Emissions

On-Site Emission Source	On-Site Pollutant Emissions (pounds/day)[1]			
	NOx	CO	PM10	PM2.5
Area Sources[2]	0.23	23.80	0.01	0.01
Energy Usage[3]	0.00	0.00	0.00	0.00
On-Site Vehicle Emissions[4]	0.44	3.87	0.92	0.24
Total Emissions	0.67	27.67	0.93	0.25
SCAQMD Threshold for 25 meters (82 feet) or less[2]	371	1,965	4	2
Exceeds Threshold?	No	No	No	No

Notes:
1 Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for 5 acres in Hemet/San Jacinto Valley Source Receptor Area (SRA 28). Project will be approximately 76.3 acres.
2 Area sources consist of emissions from consumer products, architectural coatings, and landscaping equipment.
3 Energy usage consists of emissions from generation of electricity and on-site natural gas usage.
4 On-site vehicular emissions based on 1/10 of the gross vehicular emissions and road dust.
5 The nearest sensitive receptor is located 30 meters north; therefore, the 25-meter threshold has been used.

Table 10 indicates that the local operational emissions would not exceed the LST thresholds at the nearest sensitive receptors, located adjacent to the Project, the currently Proposed Project would not result in significant Localized Operational emissions. No mitigation is required.

Cumulative Regional Air Quality Impacts

Cumulative projects include local development as well as general growth within the project area. However, as with most development, the greatest source of emissions is from mobile sources, which travel well out of the local area. Therefore, from an air quality standpoint, the cumulative analysis would extend beyond any local projects and when wind patterns are considered, would cover an even larger area. Accordingly, the cumulative analysis for the Project's air quality must be generic by nature.

The Project area is out of attainment for both ozone and PM10 particulate matter. Construction and operation of cumulative projects will further degrade the local air quality, as well as the air quality of the South Coast Air Basin. The greatest cumulative impact on the quality of regional air cell will be the incremental addition of pollutants mainly from increased traffic from residential, commercial, and industrial development and the use of heavy equipment and trucks associated with the construction of these projects. Air quality will be temporarily degraded during construction activities that occur separately or simultaneously. However, in accordance with the SCAQMD methodology, projects that do not exceed the SCAQMD criteria or can be mitigated to less than criteria levels are not significant and do not add to the overall cumulative impact. The Project would not exceed any of the thresholds of significance and therefore is considered less than significant.

c) *Expose sensitive receptors to substantial pollutant concentrations?*

Less Than Significant Impact. A significant impact may occur when a project would generate pollutant concentrations to a degree that would significantly affect sensitive receptors, which include populations that are more susceptible to the effects of air pollution than the population at large. Exposure of sensitive receptors is addressed for the following situations: CO hotspots; criteria pollutants and toxic air contaminants (TACs, specifically diesel particulate matter [DPM]) from on-site construction; exposure to off-site TAC emissions; and asbestos and lead-based paint during demolition. Operational, long-term TACs may be generated by some industrial land uses; commercial land uses

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(e.g., gas stations and dry cleaners); and diesel trucks on freeways. Residential land uses do not generate substantial quantities of TACs and are therefore not addressed in this section of this document.

Carbon Monoxide Hotspot Emissions

CO is the pollutant of major concern along roadways because the most notable source of CO is motor vehicles. For this reason, CO concentrations are usually indicative of the local air quality generated by a roadway network and are used as an indicator of potential local air quality impacts. Local air quality impacts can be assessed by comparing future without and with project CO levels to the State and Federal CO standards which were presented above.

To determine if the proposed Project could cause emission levels in excess of the CO standards discussed above, a sensitivity analysis is typically conducted to determine the potential for CO "hot spots" at a number of intersections in the general project vicinity. Because of reduced speeds and vehicle queuing, "hot spots" potentially can occur at high traffic volume intersections with a Level of Service E or worse.

Micro-scale air quality emissions have traditionally been analyzed in environmental documents where the air basin was a non-attainment area for CO. However, the SCAQMD has demonstrated in the CO attainment redesignation request to EPA that there are no "hot spots" anywhere in the air basin, even at intersections with much higher volumes, much worse congestion, and much higher background CO levels than anywhere in Riverside County. If the worst-case intersections in the air basin have no "hot spot" potential, any local impacts will be below thresholds.

The traffic analysis (**Appendix H**) showed that the Project would generate 3,952 trips per day. The 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan) showed that an intersection which has a daily traffic volume of approximately 100,000 vehicles per day would not violate the CO standard. The volume of traffic at Project buildout would be well below 100,000 vehicles and below the necessary volume to even get close to causing a violation of the CO standard. Therefore, no CO "hot spot" modeling was performed, and no significant long-term air quality impact is anticipated to local air quality with the on-going use of the Proposed Project.

Exposure to On-Site Construction Toxic Air Contaminant Emissions

The greatest potential for toxic air contaminant emissions would be related to diesel particulate emissions associated with heavy equipment operations during construction of the Proposed Project. The Office of Environmental Health Hazard Assessment (OEHHA) has issued the Air Toxic Hot Spots Program Risk Assessment Guidelines and Guidance Manual for the Preparation of Health Risk Assessments, February 2015 to provide a description of the algorithms, recommended exposure variates, cancer and noncancer health values, and the air modeling protocols needed to perform a HRA under the Air Toxics Hot Spots Information and Assessment Act of 1987. Hazard identification includes identifying all substances that are evaluated for cancer risk and/or non-cancer acute, 8-hour, and chronic health impacts. In addition, identifying any multi-pathway substances that present a cancer risk or chronic non- cancer hazard via non-inhalation routes of exposure.

An HRA was prepared for the Proposed Project (**Appendix A-2**). According to the HRA, construction activities would result in short-term Project-generated emissions of DPM from the exhaust of off-road, heavy-duty diesel equipment used for site preparation (e.g., demolition, excavation, and grading); paving; building construction; and other miscellaneous activities. CARB identified DPM as a TAC in 1998. The dose to which receptors are exposed is the primary factor used to determine health risk. Dose is a function of the concentration of a substance or substances in the environment and the duration of

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exposure to the substance. Thus, the risks estimated for a maximally exposed individual are higher if a fixed exposure occurs over a longer time period. According to the OEHHA, HRAs—which determine the exposure of sensitive receptors to TAC emissions—should be based on a 30-year exposure period; however, such assessments should be limited to the period/duration of activities associated with the Project (**Appendix A-2**).

The Project would result in the development of residential uses which do not involve substantial levels of TACs due to the nature of the development. However, construction activities will result in emissions of DPM which is carcinogenic. The HRA report in **Appendix A-2** estimated the cancer risk to construction for 10 receptor locations near the Project Site (Table 3, **Appendix A-2**). The report identifies that the cancer risks from construction activities are estimated to range from a low of 0.21 per million at West Esplanade Ave to a high of 0.86 per million along West Seventh Street. All estimates are below the SCAQMD's significance threshold of 10 in a million. As such, Project-related construction emissions of TACs would not expose sensitive receptors to substantial emissions of TACs (**Appendix A-2**). The impact would be less than significant, and no mitigation is required.

Exposure to Off-Site Construction Toxic Air Contaminant Emissions

As stated in the HRA, the CARB Air Quality and Land Use Handbook: A Community Health Perspective provides guidance concerning land use compatibility with TAC sources (CARB 2005). While not a law or adopted policy, the handbook offers advisory recommendations for siting sensitive receptors near uses associated with TACs (such as freeways and high-traffic roads, commercial distribution centers, rail yards, ports, refineries, dry cleaners, gasoline stations, and industrial facilities) to help keep children and other sensitive populations out of harm's way. (**Appendix A-2**).

Projects of concern for mobile sources of TACs are typically those located within 500 feet of the following types of facilities that emit significant quantities of DPM: urban roads with more than 100,000 vehicles per day; freeways or roads with a high heavy truck concentration; and/or near rail yards, ports, and/or distribution centers. The Proposed Project Site is more than 500 feet from any freeway or major urban road. With respect to proximity to emissions from railroad sources, CARB recommends avoiding siting new sensitive land uses within 1,000 feet of a major service and maintenance rail yard (CARB 2005); the Proposed Project Site is not located within 1,000 feet of this type of facility. CARB recommends not placing sensitive receptors within the same building as a dry cleaner and avoiding siting residences within 300 feet of a large gas station or within 500 feet of dry-cleaning operations with 2 machines using perchloroethylene. There are no gas stations within 300 feet or dry cleaners within 500 feet of the Proposed Project Site. As such, the health risks associated with locating sensitive receptors proximate to a dry cleaner would be less than significant since there are no dry cleaners located within 500 feet of the site. It is important to note the CARB recommendation was published in 2005; however, subsequent to CARB's recommendation in 2007, the CARB established a phase-out of perchloroethylene usage at dry cleaners by 2023.

The HRA for the Project has also provided the relative health risk of the Project area as well as other locations in the general area and the air basin. The overall cancer risk at the Proposed Project Site of 254 per million health risk is generally lower than other areas identified within the HRA and substantially less than the basin-wide average of 455 in a million health risk. As such, no off-site sensitive uses would be exposed to significant levels TACs. Impacts would be less than significant, and no mitigation is required (**Appendix A-2**).

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d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. The SCAQMD recommends that odor impacts be addressed in a qualitative manner. Such an analysis shall determine whether the Project would result in excessive nuisance odors, as defined under the California Code of Regulations and Section 41700 of the California Health and Safety Code, and thus would constitute a public nuisance related to air quality.

Potential sources that may emit odors during construction activities include the application of materials such as asphalt pavement. The objectionable odors that may be produced during the construction process are short-term in nature and the odor emissions are expected to cease upon the drying or hardening of the odor producing materials. Diesel exhaust and VOCs would be emitted during construction of the Project, which are objectionable to some; however, emissions would disperse rapidly from the Proposed Project Site and therefore should not reach an objectionable level at the nearest sensitive receptors. Due to the short-term nature and limited amounts of odor producing materials being utilized, no significant impact related to odors would occur during construction of the Proposed Project.

Potential sources that may emit odors during the on-going operations of the proposed Project would include odor emissions from trash storage areas and vehicle emissions. Due to the distance of the nearest receptors from the Proposed Project Site and through compliance with SCAQMD's Rule 402, no significant impact related to odors would occur during the on-going operations of the proposed Project and no mitigation is required.

4.3.3 Mitigation Measures

No mitigation measures associated with impacts to Air Quality apply to the Proposed Project.

4.3.4 Conclusion

There are less than significant potential impacts of the Proposed Project associated with Air Quality, and no mitigation would be required.

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4.4 Biological Resources

Information and analysis in this section is derived from the documents incorporated by reference as identified in Section 1.3 of this document and biological surveys completed to determine potential impacts to biological services associated with the development of the Proposed Project, included as **Appendix B-1** – ***Habitat Assessment for Chacon Farms Property,* Psomas, March 5, 2024**, and **Appendix B-2 – *Tree Inventory Report for the Chacon Farms Property, City of San Jacinto, California,* Psomas, April 28, 2023.**

4.4.1 Regulatory Setting

Given the local environment, regulations governing biological resources for this Project include the following:

Migratory Bird Treaty Act

The federal Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C 703-711) provides protection for nesting birds that are both residents and migrants whether they are considered sensitive by resource agencies. The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed under 50 CFR 10, including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 CFR 21). The direct injury or death of a migratory bird, due to construction activities or other construction-related disturbance that causes nest abandonment, nestling abandonment, or forced fledging would be considered a take under federal law. The USFWS, in coordination with the California Department of Fish and Wildlife (CDFW) administers the MBTA. CDFW's authoritative nexus to MBTA is provided in California Fish and Game Code (FGC) Sections 3503.5 which protects all birds of prey and their nests and FGC Section 3800 which protects all non-game birds that occur naturally in the State.

Endangered Species Act - Federal

The purpose of the United States Endangered Species Act that was established in 1973 provides protections for fish, wildlife, and plants that are listed as threatened or endangered; provides for adding species to and removing them from the list of threatened and endangered species, and for preparing and implementing plans for their recovery; provides for interagency cooperation to avoid take of listed species and for issuing permits for otherwise prohibited activities; provides for cooperation with States, including authorization of financial assistance; and implements the provisions of the Convention on International Trade in Endangered Species of Wild Flora and Fauna. The US Fish and Wildlife administers the federal Endangered Species Act.

California Endangered Species Act

The California Endangered Species Act (CESA) is a California environmental law that conserves and protects plant and animal species at risk of extinction. Originally enacted in 1970, CESA was repealed and replaced by an updated version in 1984 and amended in 1997. Plant and animal species may be designated threatened or endangered under CESA after a formal listing process by the California Fish and Game Commission. Approximately 250 species are currently listed under CESA. A CESA-listed species, or any part or product of the plant or animal, may not be imported into the state, exported out of the state, "taken" (i.e., killed), possessed, purchased, or sold without proper authorization. Implementation of CESA has reduced and avoided impacts to California's most imperiled plants and animals, has protected hundreds of thousands of acres of vital habitat, and has led to a greater scientific understanding of California's incredible biodiversity.

The California Department of Fish and Wildlife (CDFW) works with agencies, organizations, and other interested persons to study, protect, and preserve CESA-listed species and their habitats. CDFW also conducts scientific reviews of species petitioned for listing under CESA, administers regulatory permitting programs to authorize take of listed species, maintains an extensive database of listed species occurrences, and conducts periodic reviews of listed species to determine if the conditions that led to original listing are still present.

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4.4.2 Environmental Setting

The Proposed Project Site consists of agricultural areas with developed and disturbed areas around the edges. Existing vegetation observed on the Proposed Project Site include field croplands and valley and foothill grassland; disturbed and developed landcovers are also present, as shown in **Appendix B-1** (refer to *Exhibit 4, Vegetation Types and Other Areas*).

Additionally, there is a detention basin located in the northwest corner of the Proposed Project Site. The detention basin undergoes routine maintenance and appears to have been plowed multiple times in the past based on historical aerials. The main source of water for this basin is irrigation from the adjacent agricultural fields; no natural inlet or outlet was observed in the field. It does not connect to a natural drainage, and no riparian vegetation is present.

4.4.3 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
BIOLOGICAL RESOURCES: Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?		X		

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Discussion

a) Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less Than Significant Impact With Mitigation Incorporated.

No candidate, sensitive, or special status species are expected to occur on the Proposed Project Site due to lack of suitable habitat and/or because they were absent during focused surveys. The Proposed Project Site is not located within any designated critical habitat for federally or State-listed Threatened or Endangered species.

According to the Western Riverside County Regional Conservation Authority Multiple Species Habitat Conservation Plan (MSHCP) Information Mapping Application (2023), the Proposed Project Site was required to be assessed for Narrow Endemic plant species, burrowing owl (*Athene cunicularia*), Riparian/Riverine habitat (i.e., riparian bird species), and vernal pool branchiopods (i.e., fairy shrimp).

Narrow Endemic Plants

Per Section 6.1.3 of the MSHCP, habitat was assessed for the following Narrow Endemic plant species: Munz's onion (*Allium munzii*), San Diego ambrosia (*Ambrosia pumila*), many-stemmed dudleya (*Dudleya multicaulis*), spreading navarretia (*Navarretia fossalis*), Californica Orcutt grass (*Orcuttia californica*), and Wright's trichocoronis (*Trichocoronis wrightii*). Of these Narrow Endemic plant species, San Diego ambrosia, spreading navarretia, California Orcutt grass, and Wright's trichocoronis had limited potential to occur based on the presence of marginally suitable habitat (i.e., the on-site basin and/or margins of the agricultural field). Munz's onion and many- stemmed dudleya would not be expected to occur based on lack of suitable habitat. Additionally, the Proposed Project Site was determined to have potential for Salt Spring checkerbloom (*Sidalcea neomexicana*), which is a California Rare Plant Rank [CRPR] 2B.2[2] species and is not covered by the MSHCP. Focused surveys were conducted for Narrow Endemic and other special status plant species; no Narrow Endemic or special status plant species were observed. Therefore, there would be no impact on these species, and no mitigation would be required.

Burrowing Owl

On October 10, 2024, the California Fish and Game Commission (CFGC) accepted the petition to designate the western burrowing owl as a candidate species for protection under the California Endangered Species Act (CESA). The species will have full CESA protections until the California Department of Fish and Wildlife (CDFW) decides whether listing is warranted, which will likely occur in late 2025 or early 2026. The MSHCP identifies the burrowing owl as a covered species and requires surveys to determine habitat and presence prior to approving projects. The City of San Jacinto is signatory to the MSHCP.

Per Section 6.3.2 of the MSHCP, the Proposed Project Site was assessed for the presence of burrowing owl habitat. The habitat assessment determined that suitable habitat for the burrowing owl was present on the Proposed Project Site and adjacent areas (e.g., field croplands and disturbed areas); therefore, focused surveys were required. Potentially suitable burrows were observed; however, no burrowing owls, or other evidence of owl presence (e.g., cast pellets, white-wash, feathers, or prey

2 CRPR 2B.2: Plants rare, threatened, or endangered in California but common elsewhere; 20–80 percent of occurrences threatened.

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remains) were observed during the focused surveys. Therefore, there would be no impact on this species, and no compensatory mitigation would be required.

Because site conditions change over time and burrowing owls move seasonally, a burrowing owl could be on the Proposed Project Site in the future. All projects located within the Additional Survey Area for burrowing owl are required to conduct a pre-construction survey for burrowing owl within 30 days prior to construction to ensure the Project would not impact any active burrows. Therefore, the Project would implement **Mitigation Measure BIO-1**, which would require a pre-construction survey for burrowing owls.

Riparian Bird Species

Per Section 6.1.2 of the MSHCP, the Proposed Project Site must be assessed for the presence of Riparian/Riverine habitat; no Riparian/Riverine habitat was present on the Proposed Project Site. Therefore, there would be no impact on riparian bird species covered by this section of the MSHCP, and no mitigation would be required.

Vernal Pool Branchiopods (Fairy Shrimp)

Per Section 6.1.2 of the MSHCP, the Proposed Project Site must be assessed for the presence of vernal pools and associated vernal pool branchiopods. The detention basin at the northwest corner of the Proposed Project Site was observed to support ponding; the source of the water appears to be irrigation from the adjacent agricultural fields. Historic aerials were examined on Google Earth between 1996 to 2021 to examine the extent of ponding over time. The artificial basin appears to have been intermittently ponded beginning in 2009. During dry periods, the area appears to have been plowed and blends in with the surrounding agricultural field. As stated in the MSHCP, stock ponds, ephemeral pools, and other features that are artificially created are not considered vernal pools meeting the requirements of Section 6.1.2 (refer to Fair Shrimp Report in **Appendix B-1**). However, they may still provide habitat for vernal pool invertebrate species that are protected by the MSHCP.

One wet season focused survey and one dry season focused survey were conducted for Riverside fairy shrimp (*Streptocephalus woottoni*) and vernal pool fairy shrimp (*Branchinecta lynchi*) in 2022–2023; neither of these species was observed during the wet season fairy shrimp surveys. Dry season sampling was conducted in August 2023; *Branchinecta* cysts were observed but the lab results were inconclusive. Of the cysts observed, only one cyst hatched; it was identified as versatile fairy shrimp (*Branchinecta lindali*), a common species of fairy shrimp. The *Brancinecta* cysts collected during dry season sampling were then sent to Washington State University for a genetic analysis; results of the genetic analysis confirmed the genetic material was from versatile fairy shrimp (i.e., the common species). No Riverside fairy shrimp or vernal pool fairy shrimp were observed during focused surveys; therefore, there would be no impact on these species.

Crotch's Bumble Bee

Crotch's bumble bee (*Bombus crotchii*) was proposed as a Candidate to be State listed as Endangered in 2019; this species is not a Covered Species in the MSHCP. Crotch bumble bee is a ground nester and often makes its nest in abandoned mammal burrows; it can be found in most native habitat types, although it prefers grassland and scrub habitats. The Proposed Project Site has been utilized as an agricultural area that lacks vegetation, and the Proposed Project Site has been regularly tilled (detrimental to ground-nesting bees) and may have been exposed to pesticides. While the edges of the agricultural fields may be considered marginally suitable, this species is not expected to occur because the surrounding land uses are agricultural or residential; there are no adjacent areas of grassland or scrub habitats.

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Mountain Lion

The mountain lion (*Puma concolor*) is currently a Candidate to be State listed as Threatened as an Evolutionary Significant Unit (ESU). Regardless of the outcome of the proposed listing, this species is already a MSHCP Covered Species. The mountain lion occurs throughout most of California except for the Mojave and Colorado Deserts and the croplands of the Central Valley. Mountain lions occur in a variety of habitats, especially brushy habitats and riparian areas with interspersed irregular terrain, rocky outcrops, and tree/brush edges. Mountain lions use caves, natural cavities, and thickets for cover. A major threat to this species is fragmentation of habitat by spread of human developments and associated roads. Mountain lion is not expected to occur on the Proposed Project Site due to lack of suitable habitat. Additionally, the Proposed Project Site is also not within an area designated as a MSHCP linkage for wildlife movement.

Stephens' Kangaroo Rat

In response to the listing of Stephens' kangaroo rat (*Dipodomys stephensi*), the Riverside County Habitat Conservation Agency developed a Stephens' Kangaroo Rat Habitat Conservation Plan (SKR HCP). The City of San Jacinto is not a participant in the SKR HCP; however, the MSHCP provides take authorization for projects outside the SKR HCP but within the MSHCP boundaries. Stephens' kangaroo rat is not expected to occur on the Proposed Project Site due to lack of suitable habitat.

b) *Have a substantial adverse effect on any riparian habitat or sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact. There is no riparian habitat or sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service present on the Project Site (**Appendix B-1**). There would be no impact, and no mitigation is required.

c) *Have a substantial adverse effect on state or federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact. There are no jurisdictional features on the Proposed Project Site. The detention basin present in the northwest corner of the Proposed Project Site was artificially created in uplands that were previously used for croplands. This area is irrigated, as evidenced by rills in the banks adjacent to the active agricultural field. This type of waterbody is excluded from being classified as a Waters of the U.S. under the jurisdiction of U.S. Army Corps of Engineers (USACE) because it is isolated. Artificial wetlands less than one acre in size are not considered Waters of the State under the authority of the Regional Water Quality Control Board (RWQCB). Based on historic aerial imagery and topographic maps, this area does not appear to have been part of a historic drainage; therefore, it would not be under the regulatory authority of the CDFW. As such, no drainages or other waters that would be under the jurisdiction of the USACE, RWQCB, or CDFW occur on the Proposed Project Site.

As mentioned above, the detention basin at the northwest corner of the Proposed Project Site was observed to support ponding; the source of the water appears to be irrigation from the adjacent agricultural fields. Historic aerials were examined on Google Earth between 1996 to 2021 to examine the extent of ponding over time. The detention basin appears to have been intermittently ponded beginning in 2009. During dry periods, the area appears to have been plowed and blends in with the surrounding agricultural field. As stated in the MSHCP, stock ponds, ephemeral pools, and other features that are artificially created are not considered vernal pools meeting the requirements of

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Section 6.1.2 (**Appendix B-1**). Therefore, no impact would occur related to wetlands, and no mitigation would be required.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less Than Significant Impact With Mitigation Incorporated. The Proposed Project Site is surrounded by existing development, with suburban development to the north and east, a dairy farm to the south, and construction an additional residential development to the west. Additionally, the Proposed Project Site is not located within a "Core" or "Linkage" area designated by the MSHCP. Wildlife could move locally through the Proposed Project Site and adjacent residential, agricultural, and dairy land. The Proposed Project Site is expected to be used for local movement by urban-tolerant species such as coyote (*Canis latrans*), which could also use the Proposed Project Site after Project implementation. Therefore, there would be no impact on wildlife movement.

Birds have potential to nest throughout the Proposed Project Site in vegetation, on bare ground, and on structures. The MBTA protects the taking of migratory birds and their nests and eggs. Bird species protected under the provisions of the MBTA are identified by the List of Migratory Birds (Code of Federal Regulations, Title 50, Section 10.13). Section 3503 of the California Fish and Game Code makes it unlawful to take, possess, or destroy any bird's nest or any bird's eggs. Section 3513 of the California Fish and Game Code prohibits the take and possession of any migratory nongame bird, as designated in the MBTA. Any impact on an active bird nest would be considered a violation of the MBTA. Section 7.5.3 of the MSHCP requires implementation of Construction Minimization Measures, which include conducting vegetation clearing outside the peak nesting season (i.e., March 1 to June 30) to the extent practicable in order to avoid impacts on nesting birds. Implementation of **Mitigation Measure BIO-2** would require a pre-construction nesting bird/raptor survey and protection for any nests observed.

Existing trees located in the northeastern corner of the Proposed Project Site and adjacent to the Proposed Project Site also have potential to be used for nesting by raptors. Trees within the Proposed Project Site include Peruvian pepper tree (*Schinus mole*), Mexican fan palm (*Washingtonia robusta*), and California fan palm (*Washingtonia filifera*) (refer to **Appendix B-2**). If construction occurs during the raptor nesting season (i.e., February 1 to June 30), the loss of an active nest of any raptor species, including common raptor species, would be considered a violation of Sections 3503, 3503.5, and 3513 of the California Fish and Game Code. As discussed above, Section 7.5.3 of the MSHCP requires implementation of Construction Minimization Measures, which include conducting vegetation clearing outside the peak nesting season to the extent practicable in order to avoid impacts on nesting birds (including raptors); however, raptors nest slightly earlier than other nesting birds (i.e., February 1 to June 30). Implementation of **Mitigation Measure BIO-2** would require a pre-construction nesting bird/raptor survey and protection for any nests observed. Therefore, impacts related to migratory corridors or native nursery sites would be less than significant with mitigation measures incorporated.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less Than Significant. The City of San Jacinto Municipal Code prohibits removal of trees from public streets or parkways, and authorization must be obtained from the City Council (Section 12.20). There is no restriction on the removal of trees located on private property; however, tentative tract maps must show the location of all trees having a diameter of 9.5 inches or greater. A total of 22 trees occur on the Proposed Project Site, as shown in the Tree Inventory Report (**Appendix B-2**) including one tree of heaven (*Ailanthus altissima*), one lemon tree (*Citrus limon*), two Mondell pine (*Pinus eldarica*), one peach tree (*Prunus persica*), four Peruvian pepper trees, four California fan palms, and nine Mexican

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fan palms. Removal of these trees does not conflict with the tree ordinance; they have been incorporated into Project plans. Therefore, there would be no impact, and no mitigation would be required.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Less Than Significant Impact With Mitigation Incorporated. The Proposed Project Site is located in the MSHCP area, specifically, within the San Jacinto Valley Area Plan. The City of San Jacinto is a signatory to the MSHCP; therefore, the Project would be subject to the provisions of the MSHCP. The Proposed Project Site is not located within an MSHCP Criteria Cell; the nearest Criteria Cell is approximately 0.25 miles southwest of the Proposed Project Site. Therefore, the Project would not conflict with assembly of the MSHCP Reserve.

Habitat assessments and focused surveys were conducted in accordance with MSHCP requirements. Focused surveys were negative for all the species that required additional surveys. As required by the MSHCP, a pre-construction survey for burrowing owl will be conducted (Mitigation Measure BIO-1). Also as required by the MSHCP, a per-acre mitigation fee will be required by the City of San Jacinto based on unit density (i.e., 5.5 dwelling units per acre), **Mitigation Measure BIO-3**. Lastly, the Project must be constructed following the standard MSHCP Construction Minimization Measures (MSHCP Section 7.5.3), **Mitigation Measure BIO-4**. With implementation of Mitigation Measures BIO-1, BIO-3, and BIO-4, the Project would not conflict with the MSHCP.

The City of San Jacinto is not a participant in the SKR HCP; however, the MSHCP provides take authorization for projects outside the SKR HCP but within the MSHCP boundaries. The Project does not occur within a SKR HCP Reserve area; therefore, the Project does not conflict with the SKR HCP. As such, impacts would be less than significant with mitigation incorporated.

4.4.4 Mitigation Measures

BIO-1 The Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for burrowing owl on the Proposed Project Site (and including adjacent areas within 500 feet to the extent possible) within 30 days prior to construction. Methods for the pre-construction surveys shall be conducted as a one-day focused survey following the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP 2006). Following the survey, the Biologist shall prepare a Memorandum/Letter Report describing the methods and results of the survey for submittal to the City. If burrowing owl are observed, the Report shall also make recommendations for avoidance and minimization measures depending on the timing of construction and the location of the active burrow with respect to planned activities.

If burrowing owl are observed, the Project Applicant (or their designee) shall contact the City to discuss avoidance and minimization options. During the breeding season (i.e., March 1 to August 31), restrictions shall be placed on construction activities in the vicinity of any active burrow until the burrow is no longer active, as determined by a qualified Biologist. The protective buffer shall be 500 feet (or as otherwise approved by the City) around the active burrow. The protective buffer shall be flagged clearly in the field, mapped as an "Environmentally Sensitive Area," and the maps provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. During the wintering season, an active burrow may be closed following CDFW-approved procedures with permission from the City. If the wintering burrow would not be directly impacted, a protective buffer of 160 feet (or as otherwise approved by the City) shall be placed around the burrow. The

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protective buffer shall be flagged clearly in the field, mapped as an "Environmentally Sensitive Area," and the maps provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. The Project Applicant shall not proceed with construction until the avoidance and minimization measures have been approved by the City and all appropriate protections are in place.

BIO-2 To the extent possible, vegetation removal will be conducted during the non-breeding season (September 12 to January 31)[3] in order to minimize direct impacts on nesting birds and raptors. If construction activities would be initiated during the peak breeding season for nesting birds/raptors (February 1–June 30), a pre-construction survey will be conducted by a qualified Biologist within three days prior to the initiation of construction (including demolition of structures). The nesting bird/raptor survey area will include a buffer of 100 feet around the work area for nesting birds and a buffer of 500 feet around the work area for nesting raptors. This survey can be combined with the pre-construction burrowing owl survey described in MM BIO-1. If the Biologist does not find any active nests in or immediately adjacent to the impact area, construction activities can proceed.

If the Biologist detects an active nest within or immediately adjacent to the construction area and determines that the nest may be impacted, or breeding activities substantially disrupted by increased activity around the nest, the Biologist will determine an appropriate protective buffer around the nest depending on the sensitivity of the species and the nature of the construction activity. The protective buffer shall be between 25 to 100 feet for nesting birds and 300 to 500 feet for nesting raptors. No work will be allowed within the protective buffer until nesting activity has ended, as determined by a qualified Biologist. Any protective buffers will be flagged clearly in the field, mapped as "Environmentally Sensitive Areas," and the maps provided to the Project Applicant, their designee (e.g., Construction Supervisor), and the City. Construction can proceed within the protective buffer when the qualified Biologist has determined that the nest is no longer active (i.e., fledglings have left the nest, or the nest has failed).

BIO-3 Prior to the issuance of a grading permit, the Project Applicant shall pay the MSHCP mitigation fee as directed by the City of San Jacinto based on the most current rates.

BIO-4 The Project Applicant and their designee (i.e., Construction Contractors) shall follow required MSHCP Construction Minimization Measures (Section 7.5.3 of the MSHCP). Applicable construction minimization measures are listed below.

- Plans for water pollution and erosion control will be prepared for all Discretionary Projects involving the movement of earth in excess of 50 cubic yards. The plans will describe sediment and hazardous materials control, dewatering or diversion structures, fueling and equipment management practices, use of plant material for erosion control. Plans will be reviewed and approved by the City prior to construction.
- Timing of construction activities will consider seasonal requirements for breeding birds and migratory non-resident species. Habitat clearing will be avoided during species active breeding season defined as March 1 to June 30.
- Sediment and erosion control measures will be implemented until such time soils are determined to be successfully stabilized.

3 These dates are outside the collective dates for the raptor nesting season (February 1 to June 30, peak nesting bird season (March 1 to June 3), and burrowing owl breeding season (March 1 to August 31).

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- Silt fencing or other sediment trapping materials will be installed at the downstream end of construction activities to minimize the transport of sediments off-site.
- The limits of disturbance, including the upstream, downstream, and lateral extents, will be clearly defined and marked in the field. Monitoring personnel will review the limits of disturbance prior to initiation of construction activities.
- Exotic species removed during construction will be properly handled to prevent sprouting or regrowth.
- Training of construction personnel will be provided.
- Ongoing monitoring and reporting will occur for the duration of the construction activity to ensure implementation of best management practices.
- When work is conducted during the fire season (as identified by the Riverside County Fire Department) adjacent to coastal sage scrub or chaparral vegetation, appropriate fire-fighting equipment (e.g., extinguishers, shovels, water tankers) shall be available on the site during all phases of project construction to help minimize the chance of human-caused wildfires. Shields, protective mats, and/or other fire preventative methods shall be used during grinding, welding, and other spark-inducing activities. Personnel trained in fire hazards, preventative actions, and responses to fires shall advise contractors regarding fire risk from all construction-related activities.
- Active construction areas shall be watered regularly to control dust and minimize impacts to adjacent vegetation.
- All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other toxic substances shall occur only in designated areas within the proposed grading limits of the Proposed Project Site. These designated areas shall be clearly marked and located in such a manner as to contain run-off.
- Waste, dirt, rubble, or trash shall not be deposited in the Conservation Area or on native habitat.

4.4.5 Conclusion

Implementation of **Mitigation Measures BIO-1, BIO-2, BIO-3,** and **BIO-4** would reduce potential impacts of the Proposed Project associated with Biological Resources to less than significant.

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4.5 Cultural Resources

Information and analysis in this section is derived from the documents incorporated by reference as identified in Section 1.3 of this document and the Phase I Archaeological and Paleontological Resources Inventory, prepared by Psomas, dated October 2023, and included as **Appendix C**, which includes an Eastern Information Center (EIC) cultural resources literature and records search, a Native American Heritage Commission (NAHC) Sacred Lands Files (SLF) database search, Western Science Center (WSC) Paleontological Record Search, and pedestrian field survey. A Historic Built Environment Assessment, prepared by South Environmental, is included in **Appendix C**.

4.5.1 Environmental Setting

The study in **Appendix C** included a records search through the EIC, intensive-level pedestrian field survey and paleontological resources overview. The EIC record search identified 14 prior cultural resources studies within 0.8 km (one-half mile) of the Proposed Project Site were completed between 1990 and 2014 and are identified on **Table 11: *Prior Cultural Studies Within ½-mile of the Project Site***. Two of the cultural resource studies (RI-06821 and RI-08160) traversed the Proposed Project Site. The 14 studies consisted of archaeological field studies and literature reviews (**Appendix C**).

Table 11: Prior Cultural Studies Within ½-mile of the Project Site

Report No.	Year	Author(s)	Type of Study	Title of Study	Proximity to Proposed Project Site
RI-02885	1990	Arkush, Brooke	Cultural Resources Study	An Archaeological Assessment of Five Potential Sites for the Perris Water Treatment Plant, Located Near Lakeview in Western Riverside County, California	Outside
RI-04404	2000	Jones and Stokes Associates	Cultural Resources Study	Final Cultural Resources Inventory Report for the Williams Communications, Inc., Fiber Optic Cable System Installation Project, Riverside to San Diego, California Vol I–IV.	Outside
RI-04981	2003	McKenna et al.	Cultural Resources Study	A Phase I Cultural Resources Survey of the Esplanade Specific Plan Project Area Near Hemet, Riverside County, California	Outside
RI-05103	2002	Applied Earthworks	Cultural Resources Study	Cultural Resources Survey of Tentative Tract 30560, Hemet, California	Outside
RI-05555	2003	Applied Earthworks	Cultural Resources Study	Cultural Resources Survey of Tentative Tract 31184, Hemet, California	Outside
RI-06821	2006	Dudgeon-Commendador, Amy and Beth Padon	Cultural Resources Study	Phase I Cultural Resource Assessment for the Proposed Cawston Avenue Development Project, San Jacinto, Riverside County, California	Within
RI-06824	2007	Austerman, Virginia	Cultural Resources Study	Cultural Resources Assessment, Sanderson Avenue Development Project, San Jacinto, Riverside, California	Outside
RI-06846	2006	Padon, Beth and Sheila McElroy	Cultural Resources Study	Letter Report: Phase I Architectural Assessment for 40-Acre Parcel, San Jacinto, California	Outside

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Report No.	Year	Author(s)	Type of Study	Title of Study	Proximity to Proposed Project Site
RI-06944	2006	Demcak, Carol R.	Cultural Resources Study	Report of Phase I Archaeological Assessment of West Esplanade Project (APN 431-190-010 & APN 431-190-011), City of San Jacinto, Riverside County, California	Outside
RI-07558	2008	Joan, George	Cultural Resources Study	Phase I Cultural Resources Survey KZ Holdings Project, San Jacinto, California	Outside
RI-07883	2008	Smallwood, Josh and Laura Hensley Shaker	Cultural Resources Study	Historical & Archaeological Resources Survey Report: Cottonwood Avenue Mixed-Use Project, City of San Jacinto, Riverside County, California	Outside
RI-08160	2008	Hogan, Michael and Bai Tong	Cultural Resources Study	Historical & Archaeological Resources Survey Report San Jacinto Master Drainage Plan in and near the City of San Jacinto Riverside County, California	Within
RI-08495	2010	Joan George, Vanessa Mirro, and Elizabeth Dennison	Cultural Resources Study	Supplemental Cultural Resources Survey Report: Cultural Resources in Southern San Jacinto Valley: Realign State Route 79 between Domenigoni Parkway and Gilman Springs Road in the Cities of Hemet and San Jacinto and the County of Riverside, Riverside County, California	Outside
RI-09689	2014	Delu, Antonina M., John J. Eddy, and Gabrielle Duff	Cultural Resources Study	First Supplemental Historic Property Survey Report Realign State Route 79 Between Domenigoni Parkway and Gilman Sprinfs Road in the Cities of Hemet and San Jacinto and the County of Riverside, Riverside County, California	Outside

Source: Appendix C

Previously Recorded Cultural Resources

The EIC records searches also identified five previously recorded cultural resources within 0.8 km (1/2-mile) of the Proposed Project Site and are identified on **Table 12: Previously Recorded Cultural Resources Within ½ Mile of the Project Site** (**Appendix C**). The previously recorded resources include historic buildings and structures. No precontact cultural resources (before the arrival of Europeans) were identified by the EIC. None of the five historic buildings and structures are located within the Proposed Project Site.

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Table 12: Previously Recorded Cultural Resources Within ½ Mile of the Project Site

Primary No.	Trinomial No.	Resource Description	Year Recorded/Recorder(s)	Proximity to Proposed Project Site
P-33-006287	–	Historic: building, structure	1982 (Warner, Jim); 2007 (Tibbet, Casey)	Outside
P-33-007301	–	Historic: building	1982 (Swift, Laura), 2006 (McElroy, Sheila)	Outside
P-33-014791	–	Historic: building, structure	2003 (Livingstone, D.)	Outside
P-33-015267	–	Historic: building	2006 (McElroy, Sheila)	Outside
P-33-017928	–	Historic: structure	2010 (Dice, Michael)	Outside

Source: Appendix C

Native American Heritage Commission Sacred Lands File Search

On September 19, 2022, Psomas requested that the NAHC conduct a search of its SLF database to determine if cultural resources important to Native Americans have been recorded in the Proposed Project Site or in the immediate vicinity. The results of the NAHC SLF search were received on November 22, 2022, and were negative; however, it should be noted that the records maintained by the NAHC, and the CHRIS are not exhaustive and a negative response to these searches does not preclude the existence of a tribal cultural resource. Furthermore, a tribe may be the only source of information regarding the existence of a tribal cultural resource. The review included a list of tribes affiliated with the Proposed Project Site. If these tribal governments have requested to be listed on the City's Assembly Bill (AB) 52 contact list the tribal governments will be contacted by the City and offered an opportunity to consult on the Project to comply with the requirements of AB 52. The SLF search results summary letter from the NAHC is provided in the Phase I Archaeological and Paleontological Resources Inventory (**Appendix C**).

Field Survey

Psomas cultural resource specialist Heather Garnett, RPA, surveyed the Proposed Project Site on February 9, 2023. The cultural resources field survey did not identify archaeological resources; however, it should be noted ground visibility was obscured by dense vegetation and recent flooding from rain. Additionally, the structures located on at the northern end of the Proposed Project Site date to 1940s. A separate historic built environment assessment of the structures and report has been prepared by South Environmental, included in the Phase I Archaeological and Paleontological Resources Inventory (**Appendix C**).

4.5.2 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
CULTURAL RESOURCES: Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

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Discussion

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less Than Significant Impact. Public Resources Code Section 15064.5(a) defines historical resources, which includes: A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code Section 5024.1, Title 14 CCR, Section 14 CCR, Section 4850 et seq.). The EIC record search results identified five cultural resources located within a half-mile of the Proposed Project Site. These resources consist of five historic-era buildings and associated structures that establish historic-era land use within the generalized area. None of the five cultural resources are within the Proposed Project Site; therefore, the proposed Project will not impact these cultural resources. One built environment resource over 45 years old was identified within the Proposed Project Site: a residential farm located at 710 Cawston Avenue North comprising several buildings and structures. The Proposed Project Site was recorded and evaluated for historical significance on the appropriate set of DPR Forms in consideration of CRHR and City designation criteria and integrity requirements. The Proposed Project Site was found not eligible under all State and local designation criteria due to a lack of significant historical associations, a lack of architectural merit, and compromised integrity. No historical resources were identified within the Proposed Project Site as a result of this analysis. Therefore, with respect to a historical resource pursuant to Section 15064.5, the proposed Project would not impact a historical resource under CEQA. No mitigation is required.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less Than Significant Impact With Mitigation Incorporated. A significant impact would occur if grading or excavation activities associated with the Project were to disturb archaeological resources that presently exist within the Proposed Project Site. The EIC record search results identified five cultural resources located within one-half-mile of the Proposed Project Site. These resources consist of five historic-era buildings and associated structures that establish historic-era land use within the generalized area. None of the five cultural resources are archaeological resources. However, there is the possibility that undiscovered intact archaeological resources may be present below the surface in native (alluvial) sediments. These potential effects would be mitigated to a less than significant level with the implementation of **Mitigation Measure CUL-1**, which recommends archaeological monitoring when excavations are required in native sediment.

c) Disturb any human remains, including those interred outside of formal cemeteries?

Less than Significant Impact With Mitigation Incorporated. A significant adverse effect could occur if grading or excavation activities associated with the Project were to disturb previously interred human remains. The Proposed Project Site is located within a developed area that has been subject to earth-moving activities in the past, and no known burial sites are located on or adjacent to the Proposed Project Site. In the unlikely event of an unanticipated discovery of human remains in the Proposed Project Site during construction, the California Health and Safety Code and the California Public Resources Code require that any activity in the area of a potential find be halted and the Orange County Coroner be notified, as described in **Mitigation Measure CUL-2**. Implementation of CUL-2 would ensure impacts related to this threshold are less than significant, and no mitigation is required

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4.5.3 Mitigation Measures

CUL-1 The Project proponent shall retain a Project Archaeologist prior to the initiation of ground-disturbing activities to monitor ground-disturbing activities occurring within native sediment (in situ material).

In the event that archaeological resources are discovered at the Proposed Project Site, the handling of the discovered resources shall occur, as described below. All artifacts discovered shall be inventoried and analyzed by the Project Archaeologist. If any artifacts of Native American origin are discovered, all activities in the immediate vicinity of the find (within a 50-foot radius) shall stop, and the Project Archaeologist shall notify the property owner and tribes identified by the NAHC as being affiliated with the area. The Project Archaeologist and Tribal Representative will analyze the Native American artifacts for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement, and function, as deemed possible. The significance of Native American resources shall be evaluated in accordance with the provisions of CEQA and shall consider the religious beliefs, customs, and practices of the affiliated tribes. All items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling.

Non-Native American artifacts shall be inventoried, assessed, and analyzed for cultural affiliation, personal affiliation (prior ownership), function, and temporal placement. After analysis and reporting, these artifacts shall be subjected to curation or returned to the property owner, as deemed appropriate.

Once grading activities have ceased or the Project Archaeologist, in consultation with the lead agency and Tribal Representative, determines that monitoring is no longer necessary, monitoring activities can be discontinued. A report of findings, including an itemized inventory of recovered artifacts, shall be prepared upon completion of the steps outlined above. A copy of the report shall also be filed with the EIC.

CUL-2 All discovered human remains shall be treated with respect and dignity. California State law (California Health & Safety Code Section 7050.5) and federal law and regulations ([*Archaeological Resources Protection Act 16 United States Code* (USC) 470 & 43 Code of Federal Regulations (CFR) 7], [*Native American Graves Protection & Repatriation Act* 25 USC 3001 & 43 CFR 10] and [Public Lands, Interior 43 CFR 8365.1–7]) require a defined protocol if human remains are discovered in the State of California regardless of whether the remains are modern or archaeological in origin.

If human remains, grave goods, ceremonial items, and/or sacred items are encountered, work will immediately halt within the immediate area and any nearby area reasonably suspected to overlie adjacent remains, and a 100-foot ESA boundary will be established to protect the find from impact, and the Soboba Band of Luiseno Indians and the City of San Jacinto Planning Division shall be immediately notified.

In accordance with Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5(e), if human remains are found, the Riverside County Coroner's office shall be notified by the permittee within 24 hours of the discovery. County Coroner's determination regarding the origin of the remains and any required notification is described in Section 7050.5 of the California Health and Safety Code and CEQA Guidelines Section 15064.5(e). No further excavation or disturbance of the potential human remains, or any area reasonably suspected to overlie additional remains, shall occur until a determination

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has been made, any notifications have been sent and received, and the Riverside County Coroner's Office has cleared the site.

4.5.4 Conclusion

Implementation of Mitigation Measure **CUL-1** and **CUL-2,** would reduce potential impacts of the Proposed Project associated with Cultural Resources to less than significant.

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4.6 Energy

Information and analysis in this section is derived from the documents incorporated by reference as identified in Section 1.3 of this document and from the Air Quality, Greenhouse Gas, and Energy Impact Study prepared by MD Acoustics and dated April 28, 2025, and included as **Appendix A-1**.

Information from the CalEEMod 2022.1.1.22 Daily and Annual Outputs contained in **Appendix A-1** was utilized for this analysis, and the CalEEMod outputs detail Project related construction equipment, transportation energy demands, and facility energy demands.

4.6.1 Regulatory Setting

The discussion below provides a summary of key standards relative to this Project. A more detailed list of standards is provided in **Appendix A-1.**

Building Energy Efficiency Standards

California Code of Regulations (CCR) Title 24, Part 6. CCR Title 24, Part 6, which is California's Energy Efficiency Standards for Residential and Nonresidential Buildings (Title 24) was first established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

The Energy Commission adopted 2008 Standards on April 23, 2008 and Building Standards Commission approved them for publication on September 11, 2008. These updates became effective on August 1, 2009. 2013 and 2016 standards have been approved and became effective July 1, 2014 and January 1, 2016, respectively.

California Code of Regulations (CCR) Title 24, Part 11, commonly referred to as the CALGreen Code, states that all buildings for which an application for a building permit is submitted on or after January 1, 2023 must follow the 2022 standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases greenhouse gas emissions.

The CALGreen Code includes mandatory measures for non-residential development related to site development; energy efficiency; water efficiency and conservation; material conservation and resource efficiency; and environmental quality. Specifically, the code requires the following measures that are applicable to energy use:

- New buildings with tenant spaces that have 10 or more tenant-occupants to provide secure bicycle parking for 5 percent of the tenant-occupant vehicular parking spaces with a minimum of one bicycle parking facility.
- New buildings that require 10 or more parking spaces to provide a specific number of spaces to facilitate the future installation of electric vehicle supply equipment. The raceways are required to be installed at the time of construction.

Senate Bill 100

Senate Bill 100 (SB 100) was signed into law September 2018 and increased the goal of the California RPS Program to achieve at least 50 percent renewable resources by 2026, 60 percent renewable resources by 2030, and 100 percent renewable resources by 2045. SB 100 also includes a State policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of all retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all State agencies by December 31, 2045. Under the bill, the State cannot increase carbon emissions elsewhere in the western grid or allow resource shuffling to achieve the 100 percent carbon-free electricity target.

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4.6.2 Environmental Setting

California is one of the lowest per capita energy users in the United States, ranked 48th in the nation, due to its energy efficiency programs and mild climate (United States Energy Information Administration [EIA] 2018). California consumed 292,039 gigawatt-hours (GWh) of electricity and 2,110,829 million cubic feet of natural gas in 2017 (California Energy Commission [CEC] 2019; EIA 2018). In addition, Californians consume approximately 18.9 billion gallons of motor vehicle fuels per year (Federal Highway Administration 2019). The single largest end-use sector for energy consumption in California is transportation (39.8 percent), followed by industry (23.7 percent), commercial (18.9 percent), and residential (17.7 percent) (EIA 2018).

Most of California's electricity is generated in-state with approximately 30 percent imported from the Northwest (Alberta, British Columbia, Idaho, Montana, Oregon, South Dakota, Washington, and Wyoming) and Southwest (Arizona, Baja California, Colorado, Mexico, Nevada, New Mexico, Texas, and Utah) in 2017. In addition, approximately 30 percent of California's electricity supply comes from renewable energy sources such as wind, solar photovoltaic, geothermal, and biomass (CEC 2018). Adopted on September 10, 2018, SB 100 accelerates the State's Renewables Portfolio Standards Program by requiring electricity providers to increase procurement from eligible renewable energy resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045.

To reduce statewide vehicle emissions, California requires that all motorists use California Reformulated Gasoline, which is sourced almost exclusively from refineries located in California. Gasoline is the most used transportation fuel in California with 15.5 billion gallons sold in 2017 and is used by light-duty cars, pickup trucks, and sport utility vehicles (California Department of Tax and Fee Administration 2018). Diesel is the second most used fuel in California with 4.2 billion gallons sold in 2015 and is used primarily by heavy duty-trucks, delivery vehicles, buses, trains, ships, boats and barges, farm equipment, and heavy-duty construction and military vehicles (CEC 2016). Both gasoline and diesel are primarily petroleum-based, and their consumption releases greenhouse gas (GHG) emissions, including CO_2 and NO_X. The transportation sector is the single largest source of GHG emissions in California, accounting for 41 percent of all inventoried emissions in 2016 (California Air Resources Board [CARB] 2018).

4.6.3 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
ENERGY: Would the project:				
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

Discussion

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less Than Significant Impact.

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Construction Energy Demand

Construction Equipment Electricity Usage. Electrical service will be provided by SCE. Based on the 2017 National Construction Estimator, the typical power cost per 1,000 square feet of building construction per month is estimated to be $2.32. The energy analysis provided in **Appendix A-1** was prepared assuming project plans to develop the site with approximately 817,050 square feet of new residential space over the course of approximately 39 months. Based on **Table 13, *Project Construction Power Cost and Electricity Usage***, the total power cost of the on-site electricity usage during the construction of the Proposed Project is estimated to be approximately $73,926.68 and the total electricity usage from Project construction related activities is estimated to be approximately 1,344,122 kilowatt-hours (kWh).

Table 13: Project Construction Power Cost and Electricity Usage

Power Cost (per 1,000 square feet of building per month of construction)	Total Building Size (1,000 Square Foot)*	Construction Duration (months)	Total Project Construction Power Cost	Cost per kWh	Total Project Construction Electricity Usage (kWh)
$2.32	817.050	39	$73,926.68	$0.06	1,344,122

* Assumes the project will be under the GS-1 General Service rate under SCE.
Source: Appendix A-1

Construction Equipment Fuel Estimates. Using the CalEEMod data input, the Project's construction phase would consume electricity and fossil fuels as a single energy demand, that is, once construction is completed their use would cease. CARB's 2017 Emissions Factors Tables show that on average aggregate fuel consumption (gasoline and diesel fuel) would be approximately 18.5 horsepower hours per gallon (hp-hr/gal). As presented in **Table 14, *Construction Equipment Fuel Consumption Estimates*** below, the Proposed Project construction activities would consume an estimated 108,685 gallons of diesel fuel.

Table 14: Construction Equipment Fuel Consumption Estimates

Phase	Number of Days	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor	HP hrs/ day	Total Fuel Consumption (gal diesel fuel)[1]
Demolition	30	Concrete/Industrial Saws	1	8	33	0.73	193	313
	30	Excavators	3	8	36	0.38	328	532
	30	Rubber Tired Dozers	2	8	367	0.4	2,349	3,809
Site Preparation	40	Rubber Tired Dozers	3	8	367	0.4	3,523	7,618
	40	Tractors/Loaders/Backhoes	4	8	84	0.37	995	2,150
Grading	110	Excavators	2	8	36	0.38	219	1,301
	110	Graders	1	8	148	0.41	485	2,886
	110	Rubber Tired Dozers	1	8	367	0.4	1,174	6,983
	110	Scrapers	2	8	423	0.48	3,249	19,316
	110	Tractors/Loaders/Backhoes	2	8	84	0.37	497	2,957
Building Construction	500	Cranes	1	7	367	0.29	745	20,135
	500	Forklifts	3	8	82	0.2	394	10,638
	500	Generator Sets	1	8	14	0.74	83	2,240
	500	Tractors/Loaders/Backhoes	3	7	84	0.37	653	17,640

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Phase	Number of Days	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor	HP hrs/ day	Total Fuel Consumption (gal diesel fuel)[1]
	500	Welders	1	8	46	0.45	166	4,476
Paving	75	Pavers	2	8	81	0.42	544	2,207
	75	Paving Equipment	2	8	89	0.36	513	2,078
	75	Rollers	2	8	36	0.38	219	887
Architectural Coating	90	Air Compressors	1	6	37	0.48	107	518
Construction Fuel Demand (gallons of diesel fuel)								108,685

Notes:

[1] Using Carl Moyer Guidelines Table D-21 Fuel consumption rate factors (bhp-hr/gal) for engines less than 750 hp.

Construction Worker Fuel Estimates. It is assumed that all construction worker trips are from light duty autos (LDA) along area roadways. With respect to estimated vehicle miles travelled (VMT), the construction worker trips would generate an estimated 3,772,243 VMT. Vehicle fuel efficiencies for construction workers were estimated in the air quality and greenhouse gas analysis using information generated using CARB's EMFAC model (see **Appendix A-1** for details). **Table 15: *Construction Worker Fuel Consumption Estimates***, shows that an estimated 121,882 gallons of fuel would be consumed for construction worker trips.

Table 15: Construction Worker Fuel Consumption Estimates

Phase	Number of Days	Worker Trips/Day	Trip Length (miles)	Vehicle Miles Traveled	Average Vehicle Fuel Economy (mpg)	Estimated Fuel Consumption (gallons)
Demolition	30	15.0	18.5	8,325	30.95	269
Site Preparation	40	17.5	18.5	12,950	30.95	418
Grading	110	20.0	18.5	40,700	30.95	1,315
Building Construction	500	385.0	18.5	3,561,250	30.95	115,065
Paving	75	15.0	18.5	20,813	30.95	672
Architectural Coating	90	77.0	18.5	128,205	30.95	4,142
Total Construction Worker Fuel Consumption						121,882

Notes:

1 Assumptions for the worker trip length and vehicle miles traveled are consistent with CalEEMod 2022.1.1.22 defaults.

Construction Vendor/Hauling Fuel Estimates. **Table 16: *Construction Vendor Fuel Consumption Estimates (MHD Trucks)*** and **Table 17: *Construction Hauling Fuel Consumption Estimates (HHD Trucks)*** show the estimated fuel consumption for vendor and hauling during building construction and architectural coating. With respect to estimated VMT, the vendor and hauling trips would generate an estimated 1,000,455 VMT. For the architectural coatings it is assumed that the contractors would be responsible for bringing coatings and equipment with them in their light duty vehicles. Table 16 and Table 17 show that an estimated 134,056 gallons of fuel would be consumed for vendor and hauling trips.

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Table 16: Construction Vendor Fuel Consumption Estimates (MHD Trucks)

Phase	Number of Days	Worker Trips/Day	Trip Length (miles)	Vehicle Miles Traveled	Average Vehicle Fuel Economy (mpg)	Estimated Fuel Consumption (gallons)
Demolition	30	0	10.2	0	9.22	0
Site Preparation	40	0	10.2	0	9.22	0
Grading	110	0	10.2	0	9.22	0
Building Construction	500	68.4	10.2	348,840	9.22	37,835
Paving	75	15.0	10.2	11,475	9.22	1,245
Architectural Coating	90	0	10.2	0	9.22	0
Total Vendor Fuel Consumption						39,080

Notes:
1 Assumptions for the vendor trip length and vehicle miles traveled are consistent with CalEEMod 2022.1.1.22 defaults.

Table 17: Construction Hauling Fuel Consumption Estimates (HHD Trucks)

Phase	Number of Days	Worker Trips/Day	Trip Length (miles)	Vehicle Miles Traveled	Average Vehicle Fuel Economy (mpg)	Estimated Fuel Consumption (gallons)
Demolition	30	10.9	20	6,540	6.74	970
Site Preparation	40	0.0	20	0	6.74	0
Grading	110	288.0	20	633,600	6.74	94,006
Building Construction	500	0	20	0	6.74	0
Paving	75	0	20	0	6.74	0
Architectural Coating	90	0	20	0	6.74	0
Total Construction Hauling Fuel Consumption						94,976

Notes:
1 Assumptions for hauling trip length and vehicle miles traveled are consistent with CalEEMod 2022.1.1.22 defaults.

Construction Energy Efficiency/Conservation Measures. Construction equipment used over the approximately 39 month construction phase would conform to CARB regulations and California emissions standards and is evidence of related fuel efficiencies. In addition, the CARB Airborne Toxic Control Measure limits idling times of construction vehicles to no more than five minutes, thereby minimizing unnecessary and wasteful consumption of fuel due to unproductive idling of construction equipment. Furthermore, the Project has been designed in compliance with California's Energy Efficiency Standards and 2022 California Green Building Standards Code, Title 24, Part 11 (CALGreen).

Construction of the proposed residential development would require the typical use of energy resources. There are no unusual Project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities or equipment that would not conform to current emissions standards (and related fuel efficiencies). Therefore, the proposed construction activities would not result in inefficient, wasteful, or unnecessary fuel consumption and no mitigation is required.

Operational Energy Demand

Transportation Fuel Consumption. The largest source of operational energy use would be vehicle operation of customers. The site is located in an urbanized area just in close proximity to transit stops.

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Using the CalEEMod output, it is assumed that an average trip length would be 9.944 miles. To show a worst-case analysis, as the Proposed Project is a residential project, it was assumed that vehicles would operate 365 days per year. **Table 18: *Estimated Vehicle Operations Fuel Consumption***, shows the worst-case estimated annual fuel consumption for all classes of vehicles from autos to heavy-heavy trucks. Table 18 shows that an estimated 571,336 gallons of fuel would be consumed per year for the operation of the proposed Project.

Table 18: Estimated Vehicle Operations Fuel Consumption

Vehicle Type	Vehicle Mix	Number of Vehicles	Average Trip (miles)[2]	Daily VMT	Average Fuel Economy (mpg)	Total Gallons per Day	Total Annual Fuel Consumption (gallons)
Light Auto	Automobile	2,194	9.944	21,813	31.82	685.52	250,215
Light Truck	Automobile	229	9.944	2,280	27.16	83.96	30,645
Light Truck	Automobile	706	9.944	7,024	25.6	274.37	100,145
Medium Truck	Automobile	564	9.944	5,613	20.81	269.74	98,454
Light Heavy Truck	2-Axle Truck	106	9.944	1,051	13.81	76.08	27,769
Light Heavy Truck 10,000 lbs +	2-Axle Truck	29	9.944	292	14.18	20.57	7,507
Medium Heavy Truck	3-Axle Truck	47	9.944	464	9.58	48.46	17,688
Heavy Heavy Truck	4-Axle Truck	77	9.944	761	7.14	106.61	38,913
Total		3,952	--	39,298	--	1565.30	--
Total Annual Fuel Consumption							571,336

Notes:
1 The project is to generate 3,952 total net new trips after reduction of existing uses. Default CalEEMod vehicle fleet mix utilized.
2 Based on the size of the site and relative location, trips were assumed to be local rather than regional.

Trip generation generated by the proposed Project are consistent with other similar residential uses of similar scale and configuration as reflected in the traffic data. That is, the Proposed Project does not propose uses or operations that would inherently result in excessive and wasteful vehicle trips, nor associated excess and wasteful vehicle energy consumption. Therefore, Project transportation energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary.

Facility Energy Demands (Electricity)

The annual electricity demands were provided per the CalEEMod output and are provided in **Table 19: *Project Unmitigated Annual Operational Energy Demand Summary***. The Project will be 100 percent electric and will not require natural gas.

Table 19: Project Unmitigated Annual Operational Energy Demand Summary

Electricity Demand	kWh/year
Single Family Housing	8,280,326
Total	8,280,326

Notes:
1 Taken from the CalEEMod 2022.1.1.22 annual output.

As shown in Table 19, the estimated electricity demand for the Proposed Project is approximately 8,280,326 kWh per year. In 2022, the residential sector of the County of Riverside consumed approximately 9,061 million kWh of electricity. Therefore, the increase in electricity demand from the proposed Project is insignificant compared to the County's 2022 demand. However, electricity for the

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homes in the Project will also be provided by onsite solar which will not affect the County's demand. Therefore, the increase in electricity demand from the proposed Project is insignificant compared to the County's 2022 demand, and impacts would be less than significant. No mitigation is required.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less Than Significant Impact. This analysis considers whether the Project would conflict with applicable federal transportation regulations, the State's Energy Plan, and the State's Renewable Energy Portfolio Standards.

Regarding federal transportation regulations, the Proposed Project Site is located in an already developed area. Access to/from the Proposed Project Site is from existing roads. These roads are already in place so the Project would not interfere with, nor otherwise obstruct intermodal transportation plans or Projects that may be proposed pursuant to the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) because SCAG is not planning for intermodal facilities in the Project area.

Regarding the State's Energy Plan and compliance with Title 24 CCR energy efficiency standards, the applicant is required to comply with the California Green Building Standard Code requirements for energy efficient buildings and appliances as well as utility energy efficiency programs implemented by the SCE and Southern California Gas Company.

Regarding the State's Renewable Energy Portfolio Standards, the Project would be required to meet or exceed the energy standards established in the CALGreen Code. CALGreen Standards require that new buildings reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials. Therefore, the Project would not conflict with or obstruct a State or the General Plan policies for energy efficiency, and less than significant impacts would occur. No mitigation is required.

4.6.4 Mitigation Measures

No mitigation measures associated with impacts to Energy apply to the Proposed Project.

4.6.5 Conclusion

There would be less than significant of the Proposed Project associated with Energy resources, and no mitigation would be required.

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4.7 Geology and Soils

4.7.1 Environmental Setting

Information and analysis in this section is derived from the documents incorporated by reference as identified in Section 1.3 of this document and from an updated, Project-specific Preliminary Geotechnical Investigation (Geotechnical Evaluation) prepared by Geocon West Inc., dated November 4, 2022, and included as **Appendix D-1**. An updated geotechnical evaluation was prepared in January 2024 and it is provided in **Appendix D-2**.

4.7.2 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
GEOLOGY AND SOILS: Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
• Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
• Strong seismic ground shaking?			X	
• Seismic-related ground failure, including liquefaction?			X	
• Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		

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Discussion

a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*

- *Rupture of a known earthquake fault, as delineated on the most recent Alquist Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

  Less Than Significant Impact. According to the Geotechnical Evaluation, the Proposed Project Site is not located within a currently established State of California Alquist-Priolo Earthquake Fault Zone or Riverside County Fault Hazard Zone for surface fault rupture hazards (**Appendix D-1**). No active or potentially active faults with the potential for surface fault rupture are known to pass directly beneath the site. Therefore, impacts would be less than significant, and no mitigation is required.

- *Strong seismic ground shaking?*

  Less Than Significant Impact. The Proposed Project Site is located in a seismically active area, as is the majority of southern California, and there is potential for strong ground motion in the Project areas during the Project's lifetime. The closest active fault to the site is the Casa Loma branch of the San Jacinto fault located approximately ¾ mile northeast of the site. This fault, among others within the area, would have the potential to produce an earthquake estimated up to 6.9 on the Richter Scale (**Appendix D**). In the event an earthquake of this magnitude occurs, the Proposed Project Site could experience periodic shaking, possibly of considerable intensity. The Project's proposed structures would be required to meet the City's construction development standards and the seismic design parameters of the California Uniform Building Code to withstand potential seismic shaking impacts caused by an earthquake within an acceptable level of risk. In addition, the specific recommendations of the Geotechnical Evaluation prepared for the Project would be fully incorporated in the design and construction of the Project. Compliance with the California Uniform Building Code Seismic Safety Standards and Geotechnical Investigation recommendations would minimize risks related to seismic shaking impacts and reduce the potential for adverse effects to less than significant, and no mitigation is required.

- *Seismic related ground failure, including liquefaction?*

  Less Than Significant Impact. Liquefaction is a phenomenon in which loose, saturated, relatively cohesionless soil deposits lose shear strength during strong ground motions. Primary factors controlling liquefaction include intensity and duration of ground motion, gradation characteristics of the subsurface soils, in-situ stress conditions, and the depth to groundwater. Liquefaction is typified by a loss of shear strength in the liquefied layers due to rapid increases in pore water pressure generated by earthquake accelerations. The County of Riverside indicates that the site is located within a zone of moderate liquefaction potential. However, based on historic well records, static groundwater is more than 100 feet below ground surface in the vicinity of the site and the Geotechnical Investigation concluded the potential for liquefaction to occur beneath the site is considered very low (**Appendix D**). In addition, the specific recommendations of the Geotechnical Evaluation prepared for the Project would be fully incorporated in the design and construction of the Project. Therefore, impacts related to liquefaction would be less than significant levels, and no mitigation is required.

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- *Landslides?*

  No Impact. Landslides may be induced by strong vibratory motion produced by earthquakes. The Proposed Project Site would not be subject to landslides. According to the California Department of Conservation Earthquake Zones of Required Investigation mapper (CDC 2024), the Proposed Project Site is not identified as being within an area susceptible to landslides. The Proposed Project Site is relatively flat, with elevations ranging from 1,505 feet above mean sea level (AMSL) on the northwestern portion of the site to approximately 1,515 feet AMSL on the southwestern corner of the site. In addition, the specific recommendations of the Geotechnical Evaluation prepared for the Project, including slope stability features, would be fully incorporated in the design and construction of the Project. Due to the relatively low topography, and since the Project does not propose to create slopes or features that would increase the potential for landslides, no adverse impacts are anticipated, and no mitigation is required.

Based on the above, the Project will have a less than significant impact regarding exposure people or structures to potential substantial adverse effects of earthquakes, ground shaking, liquefaction and landsides, and no mitigation is required.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. The largest source of erosion and topsoil loss is uncontrolled drainage during construction. As discussed in more detail in Section XI, Hydrology and Water Quality, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by regulating point sources that discharge pollutants into "waters of the U.S." Construction activities shall be conducted in compliance with the statewide NPDES General Permit for Storm Water Discharges Associated with the Construction and Land Disturbance Activities (Order No 2022-0057-DWQ, NPDES No. CAS000002), adopted by the State Water Resources Control Board on September 8, 2022. In compliance with the NPDES permit, erosion potential during construction of the proposed Project would be managed with Best Management Practices (BMPs) implemented on the Proposed Project Site as part of a Storm Water Pollution Prevention Plan (SWPPP) during construction activities in accordance with NPDES requirements. Implementation of the BMPs would reduce construction-related erosion impacts to less than significant levels. Additionally, the specific recommendations of the Geotechnical Evaluation prepared for the Project, including grading and earthwork related recommendations, would be fully incorporated in the design and construction of the Project. Therefore, impacts related to soil erosion would be less than significant, and no mitigation is required.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact. As discussed above, the potential for liquefaction at the Proposed Project Site is considered low and the Proposed Project Site is not located in a potential landslide zone. The proposed Project would not introduce any new topographical features or elements that would change the existing geologic setting of the Project area, and the majority of the area is relatively flat. As such, on-site geologic and soils issues such as on-site soil stability including landslides, lateral spreading, liquefaction, and collapse are not significant due to the nature of the Project. The report in **Appendix D-2** also identified that the potential for subsidence was low because: the site is not located in an Area of Land Subsidence in California according to the United States Geological Survey (USGS); the San Jacinto Valley is not included in an area currently undergoing a USGS subsidence study; Riverside County does include the site in an area of active subsidence; the California Geological Survey does not address subsidence risk on its website; and a search of the City of the San Jacinto website GIS system did not yield results when the term "subsidence" was searched. Additionally, the specific

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recommendations of the Geotechnical Investigation prepared for the Project (**Appendix D-1** and **Appendix D-2**) would be fully incorporated in the design and construction of the Project. Therefore, implementation of the proposed Project would not result in impacts associated with unstable geologic conditions. Impacts related to geologic unit stability that could result in lateral spreading, subsidence, liquefaction, or collapse would be less than significant. No mitigation is required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less Than Significant Impact. Expansive soils are characterized by their ability to undergo significant volume changes (shrink or swell) due to variations in moisture content the onsite fill consists of sandy silt within the soils encountered near the ground surface. Expansive soils are a contributing factor to building foundation settlement. According to the Geotechnical Evaluation, the upper five feet of existing site soils encountered during the investigation were considered to have a "very low" expansive potential and are classified as "non-expansive" (**Appendix D-1**). Additionally, the specific recommendations of the Geotechnical Evaluation prepared for the Project would be fully incorporated in the design and construction of the Project. Therefore, Project impacts related to expansive soils would be less than significant, and no mitigation is required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The Project does not propose to install septic tanks or alternative wastewater disposal systems. No impacts would occur, and no mitigation is required.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact With Mitigation Incorporated. Psomas requested a literature and records search from the WSC on November 21, 2022 (refer to the *Phase I Archaeological and Paleontological Resources Inventory* in **Appendix C**). The WSC houses records regarding paleontological resources recorded in Riverside County. The records search included a 1.6-km (1-mile) search radius around the Proposed Project Site and consisted of a detailed examination of the USGS' 7.5-minute Lakeview Quadrangle. The purpose of the literature search was to identify paleontological resources and/or unique geological units previously recorded within and around the Proposed Project Site. The WSC paleontological literature review and record searches did not identify paleontological resources within the Proposed Project Site or the 1-mile search buffer/radius. Furthermore, the WSC noted that the geologic units underlying the Proposed Project Site are mapped entirely as active valley deposits dating to the Holocene which is estimated to be between 5,000 years old and present. While Holocene alluvial units are of high preservation value, material found is unlikely to be fossil material due to the relatively modern associated dates of the deposits. However, the WSC also noted that if development requires any substantial depth of disturbance, the likelihood of reaching older Holocene or Late Pleistocene alluvial sediments would increase. The paleontological search results summary letter from WSC is presented in **Appendix C**.

Psomas surveyed the Proposed Project Site on February 9, 2023. The results of the field survey were negative for paleontological resources. However, the negative results only include an examination of the surface. Therefore, there is a possibility that intact paleontological resources may be present below the surface. A significant impact could occur if grading or excavation activities associated with the Project were to disturb paleontological resources that presently exist within the Project site. These potential effects may be mitigated to a less than significant level with the implementation of **Mitigation Measure GEO-1**, which requires retention of a qualified Paleontologist to be available "on-call"

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throughout the duration of grading activities, would reduce potential impacts to less than significant levels.

4.7.3 Mitigation Measures

GEO-1 In the event that potential paleontological resources are discovered during ground-disturbing activities, work will stop in that area and within 30 feet of the find until a qualified paleontologist can assess the significance of the find and, if necessary, develop appropriate treatment measures. Treatment measures may include monitoring by a qualified paleontologist during construction-related ground- disturbing activities. The monitor will retain the option to reduce monitoring if it is determined that the sediments were previously disturbed. Monitoring may also be reduced if potentially fossiliferous units are not present or, if present, are determined to have a low potential to contain fossil resources. The monitor will be equipped to salvage fossils and samples of sediments as they are unearthed and will be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Recovered specimens will be prepared to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. Specimens will be curated into a professional, accredited museum repository with permanent retrievable storage. A report of findings, with an appended itemized inventory of specimens, will be prepared and will signify completion of the mitigation.

4.7.4 Conclusion

Implementation of **Mitigation Measure GEO-1** would reduce potential impacts of the Proposed Project associated with Geology and Soils to less than significant.

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4.8 Greenhouse Gas Emissions

Information and analysis in this section is derived from the documents incorporated by reference as identified in Section 1.3 of this document and the Greenhouse Gas Analysis prepared for the Project as part of the Air Quality, Greenhouse Gas, and Energy Impact Study (**Appendix A-1**), and all information in this section is derived from **Appendix A-1**.

4.8.1 Environmental Setting

Constituent gases of the Earth's atmosphere, called atmospheric GHGs, play a critical role in the Earth's radiation amount by trapping infrared radiation emitted from the Earth's surface, which otherwise would have escaped to space. Prominent greenhouse gases contributing to this process include carbon dioxide (CO_2), methane (CH_4), ozone, water vapor, nitrous oxide (N_2O), and chlorofluorocarbons (CFCs). This phenomenon, known as the Greenhouse Effect, is responsible for maintaining a habitable climate. Anthropogenic (caused or produced by humans) emissions of these greenhouse gases in excess of natural ambient concentrations are responsible for the enhancement of the Greenhouse Effect and have led to a trend of unnatural warming of the Earth's natural climate, known as global warming or climate change. Emissions of gases that induce global warming are attributable to human activities associated with industrial/manufacturing, agriculture, utilities, transportation, and residential land uses. Transportation is responsible for 41 percent of the State's greenhouse gas emissions, followed by electricity generation. Emissions of CO_2 and N_2O are byproducts of fossil fuel combustion. Methane, a potent greenhouse gas, results from off-gassing associated with agricultural practices and landfills. Sinks of CO_2, where CO_2 is stored outside of the atmosphere, include uptake by vegetation and dissolution into the ocean. **Table 20: *GHG Descriptions***, provides a description of each of the greenhouse gases and their global warming potential.

Table 20: GHG Descriptions

Greenhouse Gas	Description and Physical Properties	Sources
Nitrous oxide	Nitrous oxide (N_2O), also known as laughing gas is a colorless gas. It has a lifetime of 114 years. Its global warming potential is 298.	Microbial processes in soil and water, fuel combustion, and industrial processes. In addition to agricultural sources, some industrial processes (nylon production, nitric acid production) also emit N_2O.
Methane	Methane (CH_4) is a flammable gas and is the main component of natural gas. It has a lifetime of 12 years. Its global warming potential is 25.	A natural source of CH4 is from the decay of organic matter. Methane is extracted from geological deposits (natural gas fields). Other sources are from the decay of organic material in landfills, fermentation of manure, and cattle farming.
Carbon dioxide	Carbon dioxide (CO_2) is an odorless, colorless, natural greenhouse gas. Carbon dioxide's global warming potential is 1. The concentration in 2005 was 379 parts per million (ppm), which is an increase of about 1.4 ppm per year since 1960.	Natural sources include decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic sources are from burning coal, oil, natural gas, and wood.

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Greenhouse Gas	Description and Physical Properties	Sources
Chlorofluorocarbons	CFCs are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the earth's surface). They are gases formed synthetically by replacing all hydrogen atoms in methane or methane with chlorine and/or fluorine atoms. Global warming potentials range from 3,800 to 8,100.	Chlorofluorocarbons were synthesized in 1928 for use as refrigerants, aerosol propellants, and cleaning solvents. They destroy stratospheric ozone, therefore their production was stopped as required by the Montreal Protocol.
Hydrofluorocarbons	Hydrofluorocarbons (HFCs) are a group of greenhouse gases containing carbon, chlorine, and at least one hydrogen atom. Global warming potentials range from 140 to 11,700.	Hydrofluorocarbons are synthetic manmade chemicals used as a substitute for chlorofluorocarbons in applications such as automobile air conditioners and refrigerants.
Perfluorocarbons	Perfluorocarbons (PFCs) have stable molecular structures and only break down by ultraviolet rays about 60 kilometers above the Earth's surface. They have a lifetime 10,000 to 50,000 years. They have a global warming potential range of 6,200 to 9,500.	Two main sources of perfluorocarbons are primary aluminum production and semiconductor manufacturing.
Sulfur hexafluoride	Sulfur hexafluoride (SF6) is an inorganic, odorless, colorless, and nontoxic, nonflammable gas. It has a lifetime of 3,200 years. It has a high global warming potential, 23,900.	This gas is manmade and used for insulation in electric power transmission equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

Source: MD Acoustics 2024.

4.8.2 Regulatory Background

Federal

Greenhouse Gas Endangerment**.** On December 2, 2009, the EPA announced that GHGs threaten the public health and welfare of the American people. The EPA also states that GHG emissions from on-road vehicles contribute to that threat. The decision was based on Massachusetts v. EPA (Supreme Court Case 05-1120) which argued that GHGs are air pollutants covered by the Clean Air Act and that the EPA has authority to regulate those emissions.

Clean Vehicles**.** Congress first passed the Corporate Average Fuel Economy law in 1975 to increase the fuel economy of cars and light duty trucks. The law has become more stringent over time. On May 19, 2009, President Obama put in motion a new national policy to increase fuel economy for all new cars and trucks sold in the United States. On April 1, 2010, the EPA and the Department of Transportation's National Highway Safety Administration announced a joint final rule establishing a national program that would reduce greenhouse gas emissions and improve fuel economy for new cars and trucks sold in the United States.

The first phase of the national program would apply to passenger cars, light-duty trucks, and medium-duty passenger vehicles, covering model years 2012 through 2016. They require these vehicles to meet an estimated combined average emissions level of 250 grams of carbon dioxide per mile, equivalent to 35.5 miles per gallon if the automobile industry were to meet this carbon dioxide level solely through fuel economy improvements. Together, these standards would cut carbon dioxide emissions by an estimated 960 million metric tons and 1.8 billion barrels of oil over the lifetime of the vehicles sold under the program (model years

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2012-2016). The second phase of the national program would involve proposing new fuel economy and greenhouse gas standards for model years 2017-2025 by September 1, 2011.

On October 25, 2010, the EPA and the U.S. Department of Transportation proposed the first national standards to reduce greenhouse gas emissions and improve fuel efficiency of heavy- duty trucks and buses. For combination tractors, the agencies are proposing engine and vehicle standards that begin in the 2014 model year and achieve up to a 20 percent reduction in carbon dioxide emissions and fuel consumption by the 2018 model year. For heavy-duty pickup trucks and vans, the agencies are proposing separate gasoline and diesel truck standards, which phase in starting in the 2014 model year and achieve up to a 10 percent reduction for gasoline vehicles and 15 percent reduction for diesel vehicles by 2018 model year (12 and 17 percent respectively if accounting for air conditioning leakage). Lastly, for vocational vehicles, the agencies are proposing engine and vehicle standards starting in the 2014 model year which would achieve up to a 10 percent reduction in fuel consumption and carbon dioxide emissions by 2018 model year.

Mandatory Reporting of Greenhouse Gases**.** On January 1, 2010, the EPA started requiring large emitters of heat-trapping emissions to begin collecting GHG data under a new reporting system. Under the rule, suppliers of fossil fuels or industrial greenhouse gases, manufacturers of vehicles and engines, and facilities that emit 25,000 metric tons or more per year of greenhouse gas emissions are required to submit annual reports to the EPA.

Climate Adaption Plan. The EPA Plan identifies priority actions the Agency will take to incorporate considerations of climate change into its programs, policies, rules and operations to ensure they are effective under future climatic conditions.

State

California Code of Regulations (CCR) Title 24, Part 6. CCR Title 24, Part 6: California's Energy Efficiency Standards for Residential and Nonresidential Buildings (Title 24) were first established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Although it was not originally intended to reduce GHG emissions, electricity production by fossil fuels results in GHG emissions and energy efficient buildings require less electricity. Therefore, increased energy efficiency results in decreased GHG emissions.

The Energy Commission adopted 2008 Standards on April 23, 2008 and Building Standards Commission approved them for publication on September 11, 2008. These updates became effective on August 1, 2009. 2013 and 2016 standards have been approved and became effective July 1, 2014 and January 1, 2016, respectively.

California Code of Regulations (CCR) Title 24, Part 11. All buildings for which an application for a building permit is submitted on or after January 1, 2023 must follow the 2022 standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases greenhouse gas emissions.

California Green Building Standards**.** On January 12, 2010, the State Building Standards Commission unanimously adopted updates to the California Green Building Standards Code, which went into effect on January 1, 2011. The Housing and Community Development (HCD) updated CALGreen through the 2015 Triennial Code Adoption Cycle, during the 2016 to 2017 fiscal year. During the 2022-2023 fiscal year, the HCD updated CALGreen through the 2023 Triennial Code Adoption Cycle.

The Code is a comprehensive and uniform regulatory code for all residential, commercial and school buildings. CCR Title 24, Part 11: California Green Building Standards (Title 24) became effective in 2001 in response to continued efforts to reduce GHG emissions associated with energy consumption. CCR Title 24,

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Part 11 now require that new buildings reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials. One focus of CCR Title 24, Part 11 is water conservation measures, which reduce GHG emissions by reducing electrical consumption associated with pumping and treating water. CCR Title 24, Part 11 has approximately 52 nonresidential mandatory measures and an additional 130 provisions for optional use. Some key mandatory measures for commercial occupancies include specified parking for clean air vehicles, a 20 percent reduction of potable water use within buildings, a 50 percent construction waste diversion from landfills, use of building finish materials that emit low levels of volatile organic compounds, and commissioning for new, nonresidential buildings over 10,000 square feet.

The CEC estimates that over 30 years the 2022 Energy Code will provide $1.5 billion in consumer benefits and reduce 10 million metric tons of GHG. Changes compared to the 2019 Energy Code include increases to on-site renewable energy generation from solar, increases to electric load flexibility to support grid reliability, reduction of emissions from newly constructed buildings, reduction of air pollution for improved public health, and increased adoption of environmentally beneficial efficient electric technologies.

The California Green Building Standards Code does not prevent a local jurisdiction from adopting a more stringent code as state law provides methods for local enhancements. The Code recognizes that many jurisdictions have developed existing construction and demolition ordinances, and defers to them as the ruling guidance provided, they provide a minimum 50- percent diversion requirement. The code also provides exemptions for areas not served by construction and demolition recycling infrastructure. State building code provides the minimum standard that buildings need to meet in order to be certified for occupancy.

Executive Order S-3-05**.** California Governor issued Executive Order S-3-05, GHG Emission, in June 2005, which established the following targets:

- By 2010, California shall reduce greenhouse gas emissions to 2000 levels;
- By 2020, California shall reduce greenhouse gas emissions to 1990 levels.
- By 2050, California shall reduce greenhouse gas emissions to 80 percent below 1990 levels.

The executive order directed the secretary of the California Environmental Protection Agency (CalEPA) to coordinate a multi-agency effort to reduce GHG emissions to the target levels. To comply with the Executive Order, the secretary of CalEPA created the California Climate Action Team (CAT), made up of members from various state agencies and commissions. The team released its first report in March 2006. The report proposed to achieve the targets by building on the voluntary actions of businesses, local governments, and communities and through State incentive and regulatory programs.

Executive Order S-01-07**.** Executive Order S-1-07 was issued in 2007 and proclaims that the transportation sector is the main source of GHG emissions in the State, since it generates more than 40 percent of the State's GHG emissions. It establishes a goal to reduce the carbon intensity of transportation fuels sold in the State by at least ten percent by 2020. This Order also directs CARB to determine whether this Low Carbon Fuel Standard (LCFS) could be adopted as a discrete early-action measure as part of the effort to meet the mandates in AB 32.

On April 23, 2009, CARB approved the proposed regulation to implement the low carbon fuel standard. The low carbon fuel standard is anticipated to reduce GHG emissions by about 16 million metric tons (MMT) per year by 2020. The low carbon fuel standard is designed to provide a framework that uses market mechanisms to spur the steady introduction of lower carbon fuels. The framework establishes performance standards that fuel producers and importers must meet each year beginning in 2011. Separate standards are established for gasoline and diesel fuels and the alternative fuels that can replace each. The standards are "back-loaded," with more reductions required in the last five years, than the first five years. This schedule

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allows for the development of advanced fuels that are lower in carbon than today's fuels and the market penetration of plug- in hybrid electric vehicles, battery electric vehicles, fuel cell vehicles, and flexible fuel vehicles. It is anticipated that compliance with the low carbon fuel standard will be based on a combination of both lower carbon fuels and more efficient vehicles.

Reformulated gasoline mixed with corn-derived ethanol at ten percent by volume and low sulfur diesel fuel represent the baseline fuels. Lower carbon fuels may be ethanol, biodiesel, renewable diesel, or blends of these fuels with gasoline or diesel as appropriate. Compressed natural gas and liquefied natural gas also may be low carbon fuels. Hydrogen and electricity, when used in fuel cells or electric vehicles are also considered as low carbon fuels for the low carbon fuel standard.

SB 97. Senate Bill 97 (SB 97) was adopted August 2007 and acknowledges that climate change is a prominent environmental issue that requires analysis under CEQA. SB 97 directed the Governor's Office of Planning and Research (OPR), which is part of the State Resource Agency, to prepare, develop, and transmit to CARB guidelines for the feasible mitigation of GHG emissions or the effects of GHG emissions, as required by CEQA, by July 1, 2009. The Resources Agency was required to certify and adopt those guidelines by January 1, 2010.

Pursuant to the requirements of SB 97 as stated above, on December 30, 2009 the Natural Resources Agency adopted amendments to the CEQA guidelines that address GHG emissions. The CEQA Guidelines Amendments changed 14 sections of the CEQA Guidelines and incorporate GHG language throughout the Guidelines. However, no GHG emissions thresholds of significance are provided and no specific mitigation measures are identified. The GHG emission reduction amendments went into effect on March 18, 2010 and are summarized below:

- Climate action plans and other greenhouse gas reduction plans can be used to determine whether a project has significant impacts, based upon its compliance with the plan.
- Local governments are encouraged to quantify the greenhouse gas emissions of proposed projects, noting that they have the freedom to select the models and methodologies that best meet their needs and circumstances. The section also recommends consideration of several qualitative factors that may be used in the determination of significance, such as the extent to which the given project complies with state, regional, or local GHG reduction plans and policies. OPR does not set or dictate specific thresholds of significance. Consistent with existing CEQA Guidelines, OPR encourages local governments to develop and publish their own thresholds of significance for GHG impacts assessment.
- When creating their own thresholds of significance, local governments may consider the thresholds of significance adopted or recommended by other public agencies, or recommended by experts.
- New amendments include guidelines for determining methods to mitigate the effects of greenhouse gas emissions in Appendix F of the CEQA Guidelines.
- OPR is clear to state that "to qualify as mitigation, specific measures from an existing plan must be identified and incorporated into the project; general compliance with a plan, by itself, is not mitigation."
- OPR's emphasizes the advantages of analyzing GHG impacts on an institutional, programmatic level. OPR therefore approves tiering of environmental analyses and highlights some benefits of such an approach.
- Environmental impact reports (EIRs) must specifically consider a project's energy use and energy efficiency potential.

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AB 32. The California State Legislature enacted AB 32, the California Global Warming Solutions Act of 2006. AB 32 requires that greenhouse gases emitted in California be reduced to 1990 levels by the year 2020. "Greenhouse gases" as defined under AB 32 include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. ARB is the state agency charged with monitoring and regulating sources of greenhouse gases. AB 32 states the following:

Global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California. The potential adverse impacts of global warming include the exacerbation of air quality problems, a reduction in the quality and supply of water to the state from the Sierra snowpack, a rise in sea levels resulting in the displacement of thousands of coastal businesses and residences, damage to marine ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problems.

The ARB Board approved the 1990 greenhouse gas emissions level of 427 million metric tons of carbon dioxide equivalent ($MTCO_2e$) on December 6, 2007 (CARB 2007). Therefore, emissions generated in California in 2020 are required to be equal to or less than 427 million $MTCO_2e$. Emissions in 2020 in a "business as usual" scenario are estimated to be 596 million $MTCO_2e$.

Under AB 32, the ARB published its Final Expanded List of Early Action Measures to Reduce Greenhouse Gas Emissions in California. Discrete early action measures are currently underway or are enforceable by January 1, 2010. The ARB has 44 early action measures that apply to the transportation, commercial, forestry, agriculture, cement, oil and gas, fire suppression, fuels, education, energy efficiency, electricity, and waste sectors. Of these early action measures, nine are considered discrete early action measures, as they are regulatory and enforceable by January 1, 2010. The ARB estimates that the 44 recommendations are expected to result in reductions of at least 42 million $MTCO_2e$ by 2020, representing approximately 25 percent of the 2020 target.

The ARB's Climate Change Scoping Plan (Scoping Plan) contains measures designed to reduce the State's emissions to 1990 levels by the year 2020 (CARB 2008). The Scoping Plan identifies recommended measures for multiple greenhouse gas emission sectors and the associated emission reductions needed to achieve the year 2020 emissions target—each sector has a different emission reduction target. Most of the measures target the transportation and electricity sectors. As stated in the Scoping Plan, the key elements of the strategy for achieving the 2020 greenhouse gas target include:

- Expanding and strengthening existing energy efficiency programs as well as building and appliance standards;
- Achieving a statewide renewables energy mix of 33 percent;
- Developing a California cap-and-trade program that links with other Western Climate Initiative partner programs to create a regional market system;
- Establishing targets for transportation-related greenhouse gas emissions for regions throughout California and pursuing policies and incentives to achieve those targets;
- Adopting and implementing measures pursuant to existing State laws and policies, Including California's clean car standards, goods movement measures, and the Low Carbon Fuel Standard; and
- Creating targeted fees, including a public goods charge on water use, fees on high global warming potential gases, and a fee to fund the administrative costs of the State's long- term commitment to AB 32 implementation.

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In addition, the Scoping Plan differentiates between "capped" and "uncapped" strategies. "Capped" strategies are subject to the proposed cap-and-trade program. The Scoping Plan states that the inclusion of these emissions within the cap-and trade program will help ensure that the year 2020 emission targets are met despite some degree of uncertainty in the emission reduction estimates for any individual measure. Implementation of the capped strategies is calculated to achieve a sufficient amount of reductions by 2020 to achieve the emission target contained in AB 32. "Uncapped" strategies that will not be subject to the cap-and-trade emissions caps and requirements are provided as a margin of safety by accounting for additional greenhouse gas emission reductions.

The 2022 Scoping Plan was adopted by CARB in November 2022 and expands upon earlier plans with a target of reducing GHG emissions to 85 percent below 1990 levels by 2045.

Senate Bill 100. Senate Bill 100 (SB 100) requires 100 percent of total retail sales of electricity in California to come from eligible renewable energy resources and zero-carbon resources by December 31, 2045. SB 100 was adopted September 2018.

The interim thresholds from prior Senate Bills and Executive Orders would also remain in effect. These include Senate Bill 1078 (SB 1078), which requires retail sellers of electricity, including investor-owned utilities and community choice aggregators, to provide at least 20 percent of their supply from renewable sources by 2017. Senate Bill 107 (SB 107) which changed the target date to 2010. Executive Order S-14-08, which was signed on November 2008 and expanded the State's Renewable Energy Standard to 33 percent renewable energy by 2020. Executive Order S-21-09 directed the CARB to adopt regulations by July 31, 2010 to enforce S-14-08. Senate Bill X1-2 codifies the 33 percent renewable energy requirement by 2020.

SB 375. Senate Bill 375 (SB 375) was adopted September 2008 and aligns regional transportation planning efforts, regional GHG emission reduction targets, and land use and housing allocation. SB 375 requires Metropolitan Planning Organizations (MPO) to adopt a Sustainable Communities Strategy (SCS) or Alternate Planning Strategy (APS) that will prescribe land use allocation in that MPOs Regional Transportation Plan (RTP). CARB, in consultation with each MPO, will provide each affected region with reduction targets for GHGs emitted by passenger cars and light trucks in the region for the years 2020 and 2035. These reduction targets will be updated every eight years but can be updated every four years if advancements in emissions technologies affect the reduction strategies to achieve the targets. CARB is also charged with reviewing each MPO's Sustainable Communities Strategy or Alternate Planning Strategy for consistency with its assigned targets.

The Proposed Project is located within the Southern California Association of Governments (SCAG), which has authority to develop the SCS or APS. For the SCAG region, the targets set by CARB are at eight percent below 2005 per capita GHG emissions levels by 2020 and 13 percent below 2005 per capita GHG emissions levels by 2035. On April 4, 2024, SCAG adopted the 2024-2050 RTP/SCS, which meets the CARB emission reduction requirements.

City and County land use policies, including General Plans, are not required to be consistent with the RTP and associated SCS or APS. However, new provisions of CEQA would incentivize, through streamlining and other provisions, qualified projects that are consistent with an approved SCS or APS and categorized as "transit priority projects."

Assembly Bill 939 and Senate Bill 1374. Assembly Bill 939 (AB 939) requires that each jurisdiction in California to divert at least 50 percent of its waste away from landfills, whether through waste reduction, recycling or other means. Senate Bill 1374 (SB 1374) requires the California Integrated Waste Management Board to adopt a model ordinance by March 1, 2004 suitable for adoption by any local agency to require 50 to 75 percent diversion of construction and demolition of waste materials from landfills.

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Executive Order S-13-08. Executive Order S-13-08 indicates that "climate change in California during the next century is expected to shift precipitation patterns, accelerate sea level rise and increase temperatures, thereby posing a serious threat to California's economy, to the health and welfare of its population and to its natural resources." Pursuant to the requirements in the order, the 2009 California Climate Adaptation Strategy (California Natural Resource Agency 2009) was adopted, which is the "... first statewide, multi-sector, region-specific, and information-based climate change in California, identifying and exploring strategies to adapt to climate change, and specifying a direction for future research.

Executive Order B-30-15. Executive Order B-30-15, establishing a new interim statewide greenhouse gas emission reduction target to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030, was signed by Governor Brown in April 2015.

Executive Order B-29-15. Executive Order B-29-15, mandates a statewide 25 percent reduction in potable water usage and was signed into law on April 1, 2015.

Executive Order B-37-16. Executive Order B-37-16, continuing the State's adopted water reduction, was signed into law on May 9, 2016. The water reduction builds off the mandatory 25 percent reduction called for in EO B-29-15.

Regional

The Project is within the South Coast Air Basin, which is under the jurisdiction of the SCAQMD. SCAQMD Regulation XXVII currently includes three rules:

- The purpose of Rule 2700 is to define terms and post global warming potentials.
- The purpose of Rule 2701, SoCal Climate Solutions Exchange, is to establish a voluntary program to encourage, quantify, and certify voluntary, high quality certified greenhouse gas emission reductions in the SCAQMD.
- Rule 2702, Greenhouse Gas Reduction Program, was adopted on February 6, 2009. The purpose of this rule is to create a Greenhouse Gas Reduction Program for greenhouse gas emission reductions in the SCAQMD. The SCAQMD will fund projects through contracts in response to requests for proposals or purchase reductions from other parties.

SCAQMD Threshold Development

The SCAQMD has established recommended significance thresholds for greenhouse gases for local lead agency consideration ("SCAQMD draft local agency threshold"). SCAQMD has published a five-tiered draft GHG threshold which includes a 10,000 metric ton of CO_2e per year for stationary/industrial sources and 3,000 metric tons of CO_2e per year significance threshold for residential/commercial projects. Tier 3 is anticipated to be the primary tier by which the SCAQMD will determine significance for projects. The Tier 3 screening level for stationary sources is based on an emission capture rate of 90 percent for all new or modified projects. A 90-precent emission capture rate means that 90 percent of total emissions from all new or modified stationary source projects would be subject to CEQA analysis. The 90-percent capture rate GHG significance screening level in Tier 3 for stationary sources was derived using the SCAQMD's annual Emissions Reporting Program.

The current draft thresholds consist of the following tiered approach:

- Tier 1 consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA.

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- Tier 2 consists of determining whether or not the project is consistent with a greenhouse gas reduction plan. If a project is consistent with a qualifying local greenhouse gas reduction plan, it does not have significant greenhouse gas emissions.
- Tier 3 consists of screening values, which the lead agency can choose but must be consistent. A project's construction emissions are averaged over 30 years and are added to a project's operational emissions. If a project's emissions are under one of the following screening thresholds, then the project is less than significant:
  - All land use types: 3,000 $MTCO_2e$ per year
  - Based on land use types: residential is 3,500 $MTCO_2e$ per year; commercial is 1,400 $MTCO_2e$ per year; mixed use is 3,000 $MTCO_2e$ per year; and industrial is 10,000 $MTCO_2e$ per year
- Tier 4 has the following options:
  - Option 1: Reduce emissions from business as usual by a certain percentage; this percentage is currently undefined
  - Option 2: Early implementation of applicable AB 32 Scoping Plan measures
  - Option 3: Year 2020 target for service populations (SP), which includes residents and employees: 4.8 $MTCO_2e$/SP/year for projects and 6.6 $MTCO_2e$/SP/year for plans;
  - Option 3, 2035 target: 3.0 $MTCO_2e$/SP/year for projects and 4.1 $MTCO_2e$/SP/year for plans
- Tier 5 involves mitigation offsets to achieve target significance threshold.

WRCOG Subregional Climate Action Plan

The City of San Jacinto is part of the Western Riverside Council of Government (WRCOG). The WRCOG adopted the WRCOG Subregional Climate Action Plan (CAP) in September 2014. Twelve cities in the subregion joined efforts to develop the Subregional CAP, which set forth a subregional emissions reduction target, emissions reduction measures, and action steps to assist each community to demonstrate consistency with California's Global Warming Solutions Act of 2006 (AB 32). The CAP consists of an emissions reduction target of 15 percent below 2010 levels by 2020, and 49 percent below 2010 levels by 2035. As indicated in the CAP the emission reduction target of 15 percent from 2010 levels equates to a GHG emissions reduction of nearly 2,330,647 metric tons below business-as-usual (BAU) conditions by 2020. In order to reach these goals, the CAP provides feasible strategies, while affording its communities other economic and environmental benefits.

Therefore, to determine whether the Project's GHG emissions are significant, this analysis uses the WRCOG CAP.

The Project will be subject to the latest requirements of the California Green Building and Title 24 Energy Efficiency Standards (currently 2022) which would reduce project-related greenhouse gas emissions.

Significance Criteria

To determine if a project would have a significant impact on greenhouse gases, the type, level, and impact of emissions generated by the project must be evaluated. The following greenhouse gas significance thresholds are contained in Appendix G of the CEQA Guidelines, and a significant impact would occur if the project would:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or

b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

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However, despite this, currently neither the CEQA statutes, the OPR guidelines, nor the draft proposed changes to the CEQA Guidelines prescribe thresholds of significance or a particular methodology for performing an impact analysis; as with most environmental topics, significance criteria are left to the judgment and discretion of the Lead Agency. The SCAQMD has adopted draft interim thresholds. The Project was compared to the Tier 4 per service population threshold, interpolated for opening year 2027 at 3.96 $MTCO_2e$ per year per service population. The Project was also compared to the goals of the WRCOG CAP for this analysis.

4.8.3 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
GREENHOUSE GAS EMISSIONS: Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Discussion

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Construction GHG Impact

Less Than Significant Impact. The greenhouse gas emissions from Project construction equipment and worker vehicles are shown in **Table 21: *Construction Greenhouse Gas Emissions***. The emissions are from all phases of construction. The total construction emissions amortized over a period of 30 years are estimated at 97.95 metric tons of CO_2e per year. Annual CalEEMod output calculations are provided in **Appendix A-1**.

Table 21: Construction Greenhouse Gas Emissions

Activity	Emissions ($MTCO_2e$)[1]		
	Onsite	Offsite	Total
Demolition	46.80	13.52	60.32
Site Preparation	96.40	4.23	100.63
Grading	330.00	1,050.30	1,380.30
Building Construction	545.00	765.30	1,310.30
Paving	51.60	22.32	73.92
Coating	3.39	9.74	13.13
Total	1,073.19	1,865.41	2,938.60
Averaged over 30 years[2]	35.77	62.18	97.95

Notes:
1. $MTCO_2e$=metric tons of carbon dioxide equivalents (includes carbon dioxide, methane and nitrous oxide).
2. The emissions are averaged over 30 years because the average is added to the operational emissions, pursuant to SCAQMD.

* CalEEMod output (Appendix A)

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Operational GHG Impact

Operational emissions occur over the life of the Proposed Project. The operational emissions for the Project are 5,354 metric tons of CO2e per year or 3.957 metric tons of CO2e per service population as shown in **Table 22: *Opening Year Unmitigated Project-Related Greenhouse Gas Emissions***. The Project would be below the 2027 interpolated SCAQMD threshold of 3.96 metric tons of CO2e per service population, and therefore the Project would have a less than significant impact.

Table 22: Opening Year Unmitigated Project-Related Greenhouse Gas Emissions

Category	Greenhouse Gas Emissions (Metric Tons/Year)[1]						
	Bio-CO2	Non Bio-CO_2	CO_2	CH_4	N_2O	R	CO_2e
Area Sources[2]	0.00	7.21	7.21	0.00	0.00	0.00	7.23
Energy Usage[3]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mobile Sources[4]	0.00	4,873.00	4,873.00	0.21	0.23	6.35	4,954.00
Solid Waste[5]	34.20	0.00	34.20	3.42	0.00	0.00	120.00
Water[6]	5.41	150.00	155.41	0.56	0.01	0.00	174.00
Refrigeration	0.00	0.00	0.00	0.00	0.00	0.97	0.97
Construction[7]	0.00	95.24	95.24	0.00	0.01	0.07	97.95
Total Emissions	39.61	5,124.01	5,163.62	4.19	0.25	7.39	5,354.15
Service Population							1,353
Total Emissions per Service Population (MTCO2e/yr/SP)							3.957
2027 Interpolated SCAQMD Threshold (MTCO2e/yr/SP)							3.960
Exceeds Threshold?							No

Notes:
1 Source: CalEEMod Version 2022.1.1.22
2 Area sources consist of GHG emissions from consumer products, architectural coatings, and landscape equipment.
3 Energy usage consist of GHG emissions from electricity and natural gas usage.
4 Mobile sources consist of GHG emissions from vehicles.
5 Solid waste includes the CO_2 and CH_4 emissions created from the solid waste placed in landfills.
6 Water includes GHG emissions from electricity used for transport of water and processing of wastewater.
7 Construction GHG emissions based on a 30-year amortization rate.

b) *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less Than Significant Impact. The proposed Project would have the potential to conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs. The City of San Jacinto is participating the WRCOG Subregional Climate Action Plan. The WRCOG Subregional CAP establishes a community-wide emissions reduction target of 15 percent below 2010, following guidance from CARB and the Governor's Office of Planning and Research. CARB and the California Attorney General have determined this approach to be consistent with the state-wide AB 32 goal of reducing emissions to 1990 levels.

As shown in **Table 23: *Applicable WRCPG Subregional CAP Local Reduction Measure Project Comparison***, below, the Project is consistent with applicable local reduction measures identified in the WRCOG Subregional CAP and would result in a less than significant impact.

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Table 23: Applicable WRCPG Subregional CAP Local Reduction Measure Project Comparison

WRCOG Local Reduction Measure	Measure Description	Project Compliance with Measure
E-1: Energy Action Plan	Improve municipal and community wide energy efficiency and reduce energy consumption through the adoption of local Energy Action Plans (EAP).	Not directly applicable to the Proposed Project; however, the Proposed Project will be compliant with the current Title 24 standards, including solar PV installations.
E-3: Shade Trees	Strategically plant trees to reduce the urban heat island effect.	The Proposed Project is to include trees per City requirements for new developments.
T-2: Bicycle Parking	Provide additional options for bicycle parking.	The Proposed Project will follow City requirements for bicycle parking.
T-8: Density	Improve jobs-housing balance and reduce vehicle miles traveled by increasing household and employment densities.	The Proposed Project is residential and located within 0.5 miles of a multiple schools and commercial uses.
T-10: Design/Site Planning	Design neighborhoods and sites to reduce VMT.	The Proposed Project is residential and located within 0.5 miles of a multiple schools and commercial uses.
T-14: Voluntary Transportation Demand Management	Reduce demand for roadway travel through incentives for alternative modes of transportation and disincentives for driving	The Proposed Project is residential and located within 0.5 mile of a multiple schools and commercial uses.
SW-1: Yard Waste Collection	Provide green waste collection bins community-wide.	The Proposed Project will be required to comply with City programs, such as City's recycling and waste reduction program, which comply, with the 75 percent reduction required by 2020 per AB 341.
SW-2: Food Scrap and Paper Division	Divert food and paper waste from landfills by implementing collection system.	The Proposed Project will be required to comply with City programs, such as City's recycling and waste reduction program, which comply, with the 75 percent reduction required by 2020 per AB 341.

Source: Appendix A-1

CARB Scoping Plan Consistency

The ARB Board approved a Climate Change Scoping Plan in December 2008. The Scoping Plan outlines the State's strategy to achieve the 2020 greenhouse gas emissions limit. The Scoping Plan "proposes a comprehensive set of actions designed to reduce overall greenhouse gas emissions in California, improve our environment, reduce our dependence on oil, diversify our energy sources, save energy, create new jobs, and enhance public health" (CARB 2008). The measures in the Scoping Plan have been in place since 2012.

This Scoping Plan calls for an "ambitious but achievable" reduction in California's greenhouse gas emissions, cutting approximately 30 percent from business-as-usual emission levels projected for 2020, or about 10 percent from today's levels. On a per-capita basis, that means reducing annual emissions of 14 tons of carbon dioxide for every man, woman and child in California down to about 10 tons per person by 2020.

In May 2014, CARB released its First Update to the Climate Change Scoping Plan (CARB 2014). This Update identifies the next steps for California's leadership on climate change. While California

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continues on its path to meet the near-term 2020 greenhouse gas limit, it must also set a clear path toward long-term, deep GHG emission reductions. This report highlights California's success to date in reducing its GHG emissions and lays the foundation for establishing a broad framework for continued emission reductions beyond 2020, on the path to 80 percent below 1990 levels by 2050.

In November 2017, CARB release the 2017 Scoping Plan. This Scoping Plan incorporates, coordinates, and leverages many existing and ongoing efforts and identifies new policies and actions to accomplish the State's climate goals, and includes a description of a suite of specific actions to meet the State's 2030 GHG limit. In addition, Chapter 4 provides a broader description of the many actions and proposals being explored across the sectors, including the natural resources sector, to achieve the State's mid and long-term climate goals.

Guided by legislative direction, the actions identified in the 2017 Scoping Plan reduce overall GHG emissions in California and deliver policy signals that will continue to drive investment and certainty in a low carbon economy. The 2017 Scoping Plan builds upon the successful framework established by the Initial Scoping Plan and First Update, while identifying new, technologically feasible, and cost-effective strategies to ensure that California meets its GHG reduction targets in a way that promotes and rewards innovation, continues to foster economic growth, and delivers improvements to the environment and public health, including in disadvantaged communities. The Plan includes policies to require direct GHG reductions at some of the State's largest stationary sources and mobile sources. These policies include the use of lower GHG fuels, efficiency regulations, and the Cap-and Trade Program, which constrains and reduces emissions at covered sources.

As the latest, 2022 Scoping Plan builds upon previous versions, project consistency with applicable strategies of both the 2008 and 2017 Plan are assessed in Table 24. As shown in **Table 24: *Project Consistency with CARB Scoping Plan Policies and Measures***, the Project is consistent with the applicable strategies and would result in a less than significant impact.

Therefore, the Project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases. Furthermore, the Project will also comply with applicable Green Building Standards and City of San Jacinto's policies regarding sustainability (as dictated by the City's General Plan). With incorporation of regulatory compliance and credit for reductions due to CAPCOA location-based efficiency measures, impacts are considered to be less than significant, further analysis is not warranted.

Table 24: Project Consistency with CARB Scoping Plan Policies and Measures

2008 Scoping Plan Measures to Reduce Greenhouse Gas Emissions	Project Compliance with Measure
California Light-Duty Vehicle Greenhouse Gas Standards – Implement adopted standards and planned second phase of the program. Align zero-emission vehicle, alternative and renewable fuel and vehicle technology programs with long-term climate change goals.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are required to comply with the standards would comply with the strategy.
Energy Efficiency – Maximize energy efficiency building and appliance standards; pursue additional efficiency including new technologies, policy, and implementation mechanisms. Pursue comparable investment in energy efficiency from all retail providers of electricity in California.	**Consistent.** The Project would be compliant with the current Title 24 standards.

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Low Carbon Fuel Standard – Develop and adopt the Low Carbon Fuel Standard.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are **required** to comply with the standards would comply with the strategy.
Vehicle Efficiency Measures – Implement light-duty vehicle efficiency measures.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are required to comply with the standards would comply with the strategy.
Medium/Heavy-Duty Vehicles – Adopt medium and heavy-duty vehicle efficiency measures.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are required to comply with the standards would comply with the strategy.
Green Building Strategy – Expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings.	**Consistent.** The California Green Building Standards Code (proposed Part 11, Title 24) was adopted as part of the California Building Standards Code in the CCR. Part 11 establishes voluntary standards, that are mandatory in the 2022 edition of the Code, on planning and design for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. The Project would be subject to these mandatory standards.
High Global Warming Potential Gases – Adopt measures to reduce high global warming potential gases.	**Consistent.** CARB identified five measures that reduce HFC emissions from vehicular and commercial refrigeration systems; vehicles that access the Project that are required to comply with the measures will comply with the strategy.
Recycling and Waste – Reduce methane emissions at landfills. Increase waste diversion, composting, and commercial recycling. Move toward zero-waste.	**Consistent.** The state is currently developing a regulation to reduce methane emissions from municipal solid waste landfills. The Proposed Project will be required to comply with City programs, such as City's recycling and waste reduction program, which comply, with the 75 percent reduction required by 2020 per AB 341.
Water – Continue efficiency programs and use cleaner energy sources to move and treat water.	**Consistent.** The Project would comply with all applicable City ordinances and CAL Green requirements.
2017 Scoping Plan Recommended Actions to Reduce Greenhouse Gas Emissions	**Project Compliance with Recommended Action**
Implement Mobile Source Strategy: Further increase GHG stringency on all light-duty vehicles beyond existing Advanced Clean Car regulations.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are required to comply with the standards will comply with the strategy.
Implement Mobile Source Strategy: At least 1.5 million zero emission and plug-in hybrid light-duty electric vehicles by 2025 and at least 4.2 million zero emission and plug-in hybrid light- duty electric vehicles by 2030.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are required to comply with the standards will comply with the strategy.
Implement Mobile Source Strategy: Innovative Clean Transit: Transition to a suite of to-be-determined innovative clean transit options. Assumed 20 percent of new urban buses purchased beginning in 2018 will be zero emission buses with the penetration of zero- emission technology ramped up to 100 percent of new sales in 2030. Also, new natural gas buses, starting in 2018, and diesel buses, starting in 2020, meet the optional heavy-duty low-NOX standard.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are required to comply with the standards will comply with the strategy.

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Implement Mobile Source Strategy: Last Mile Delivery: New regulation that would result in the use of low NOX or cleaner engines and the deployment of increasing numbers of zero-emission trucks primarily for class 3-7 last mile delivery trucks in California. This measure assumes ZEVs comprise 2.5 percent of new Class 3-7 truck sales in local fleets starting in 2020, increasing to 10 percent in 2025 and remaining flat through 2030.	**Consistent.** These are CARB enforced standards; vehicles that access the Project that are required to comply with the standards will comply with the strategy.
Implement SB 350 by 2030: Establish annual targets for statewide energy efficiency savings and demand reduction that will achieve a cumulative doubling of statewide energy efficiency savings in electricity and natural gas end uses by 2030.	**Consistent.** The Project will be compliant with the current Title 24 standards.
By 2019, develop regulations and programs to support organic waste landfill reduction goals in the SLCP and SB 1383.	**Consistent.** The Project will be required to comply with City programs, such as City's recycling and waste reduction program, which comply, with the 75 percent reduction required by 2020 per AB 341.

Source: Appendix A-1

The Project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and would be consistent with the GHG reduction policies adopted in the WRCOG CAP and consequently would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. The impact would be less than significant, and no mitigation is required.

4.8.4 Mitigation Measures

No mitigation measures associated with impacts to Greenhouse Gas apply to the Proposed Project.

4.8.5 Conclusion

Potential impacts of the Proposed Project associated with Greenhouse Gas Emissions would be less than significant, and no mitigation would be required.

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4.9 Hazards and Hazardous Materials

Information and analysis in this section is derived from the documents incorporated by reference as identified in Section 1.3 of this document and from the Project-specific Phase I Environmental Site Assessment (Phase I ESA) prepared by Partner Engineering and Science Inc., dated September 30, 2024 and included as **Appendix E**.

4.9.1 Impact Analysis

CEQA Thresholds	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
HAZARDS AND HAZARDOUS MATERIALS: Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard or excessive noise to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?				X

Discussion

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. Demolition and construction activities for the proposed Project would involve the use of chemical substances such as solvents, paints, fuel for equipment, and other potentially hazardous materials. Hazards to the environment or the public would typically occur with the transport, use, storage, or disposal of hazardous materials. Demolition and construction activities would be relatively short-term and the transport, use, and disposal of hazardous materials as part of

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these activities would utilize small quantities and be temporary. The contractor would be required to comply with existing regulations for the transport, use, storage, and disposal of hazardous materials to prevent public safety hazards. These regulations include the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, California Hazardous Waste Control Act, and California Accidental Release Prevention Program, among others.

Long-term Project operation is not expected to involve the routine transport, use, or disposal of hazardous materials in quantities or conditions that would pose a hazard to public health and safety or the environment. No industrial uses or facilities are proposed that might be associated with such routine use, transport, or disposal of such materials. Proposed residential operations would involve the use of cleaning products and occasional use of pesticides and herbicides for landscape maintenance. These materials are common for general maintenance and would not be stored in large quantities that pose a significant health hazard to the public or environment. Therefore, potential impacts would be less than significant.

b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less than Significant With Mitigation Incorporated. As discussed in the Phase I ESA, review of historic sources indicates the site has been used for agricultural purposes since the early 1930s. The Proposed Project Site was initially developed with an ostrich farm and residence which operated as such until the 1940s. The Proposed Project Site was occupied by a cattle ranch between the 1940s until 1976 when Chacon Farms purchased the Proposed Project Site. Operations at Chacon Farms included cattle farming; cultivation of onions, hay, banana squash, carrots, and potatoes; and onion processing and packaging. Formal operation of Chacon Farms concluded in circa 1995 and the agricultural portion of the Proposed Project Site has been leased to various tenant farmers since then and up to the present. Bruno Ranches is the current tenant farmer leasing the agricultural portion of the Proposed Project Site, which cultivates a "Roundup ready" strain of alfalfa not requiring application of pesticides **Appendix E**).

The objective of a Phase I ESA is to identify the presence of Recognized Environmental Conditions (RECs), defined by the American Society for Testing and Materials as: The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions which pose a material threat of future release to the environment. As stated above, agricultural chemicals such as pesticides and fertilizers have likely been applied to crops grown on the Proposed Project Site. However, the Phase I ESA does not consider the legal application of agricultural chemicals as an REC, since agricultural chemicals in use today are typically regulated by State or local agencies and experience with surface soil sampling and analysis from properties with similar agricultural histories has typically revealed non-detectable or very low concentrations of environmentally persistent agricultural chemicals. In addition, the Phase I ESA notes that no specific areas of concern (e.g. product mishandling, releases, spills, incidents, etc.) related to agricultural chemical storage and use at the Proposed Project Site were identified. Based on the continued use of the Proposed Project Site for agricultural purposes and the absence of specific areas of concern associated with agricultural chemical storage and use, the current and historical agricultural use of the Proposed Project Site is not expected to represent a significant environmental concern (**Appendix E**).

During site reconnaissance, hydraulic oil, propane, and gasoline tanks were found on-site. However, the materials were found to be properly labeled and stored with no signs of leaks, stains, or spills. Based on the nature of use and overall small quantities and lack of violations on-file with the local health department, these materials are not expected to represent a significant environmental concern. Three 250-gallon diesel aboveground storage tanks (ASTs) were also observed stored atop a truck bed

Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

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parked east of the barns. The ASTs were not in use and do not appear to have been used in the last decade or more. No evidence of leakage, surface staining, or petroleum hydrocarbon odors was identified in the area of the ASTs. Based on the absence of evidence of a release, the presence of the ASTs on the Proposed Project Site is not expected to represent a significant environmental concern at this time.

Due to the age of the residential building on-site, which was constructed in 1946, there is potential for Asbestos-Containing Materials (ACMs) and Lead Based Paint to be present. Interior and exterior painted surfaces were observed in good condition and therefore not expected to represent a hazard. As such, the Project would implement **Mitigation Measure HAZ-1**, which would require a comprehensive survey prior to the disturbance of any suspect ACMs to determine if the subject materials are regulated. If such materials are identified and need to be disturbed, repaired, or removed, a licensed abatement contractor should be consulted further.

Additionally, due to the historical presence of cattle farming on-site, the Project would be required to conduct methane testing prior to the issuance of building permits to reduce concentration of methane to an acceptable level if found on-site. Therefore, with implementation of **Mitigation Measure HAZ-2**, the Project would result in less than significant impacts related to methane.

Overall, the Phase I ESA did not identify evidence of RECs, Controlled Recognized Environmental Conditions (CRECs) or Historical Recognized Environmental Conditions (HRECs) at the Proposed Project Site. With implementation of Mitigation Measure HAZ-1 and Mitigation Measure HAZ-2, Project impacts related to creation of a significant hazard to the public involving release of hazards into the environment would be less than significant.

c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

Less Than Significant Impact. The nearest school to the Proposed Project Site is Tahquitz High School, located approximately 0.27 mile south of the most southern Project boundary. As stated above, hazardous materials used during temporary construction activities and residential occupation would be common in type and of low-concentration properties. Therefore, the potential impacts associated with the transport and use of hazardous materials during construction and operations would be less than significant, and no mitigation is required.

D) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact. Government Code Section §65962.5(a)(1) requires that Department of Toxic Substance Control (DTSC) "shall compile and update as appropriate, but at least annually, and shall submit to the Secretary for Environmental Protection, a list of all the following: (1) all hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code ("HSC")." The hazardous waste facilities identified in HSC Section 25187.5 are those where DTSC has taken or contracted for corrective action because a facility owner/operator has failed to comply with a date for taking corrective action in an order issued under HSC Section 25187, or because DTSC determined that immediate corrective action was necessary to abate an imminent or substantial endangerment. This is known as the "Cortese List." This is a very small and specific subgroup of facilities and they are not separately posted on the DTSC or Cal/EPA's website. The following databases that meet the "Cortese List" requirements were reviewed for this Project.

Envirostore Database. There are no sites listed in the Envirostore Database within 1,000 feet of the Proposed Project Site.

Attachment: Mitigated Negative Declaration (Chacon Farms (PROJ23-0029))

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FINDINGS OF FACTS
Chacon Farms Residential Development

GENERAL PLAN AMENDMENT FINDINGS:

1. **The amendment is internally consistent with all other provisions of the General Plan and any applicable specific plan;**

   The proposed General Plan Amendment from VLDR (Very Low Density Residential) to LDR (Low Density Residential) will further the intent of the General Plan by providing a variety of new housing opportunities that will complement surrounding uses of primarily residential developments. Specifically the General Plan Amendment will continue to allow the development of residences on the project site with a density range of 2.1 to 7 dwelling units to the acre in lieu of the current density range of 0-2 dwelling units to the acre with the VLDR designation. With proposed General Plan Amendment, the proposed project will conform with the goals and policies of the General Plan, including the applicable goals and policies of the Land Use Element and Housing Element, as detailed below:

   Land Use Goal 1: A community with a land use plan that accommodates a mix of uses to meet current and future needs.
   Specifically implementing policy 1.3 & 1.6

   - The Project supports Policy LU-1.3 by increasing the City's housing supply within an established growth area and contributing toward the City's Regional Housing Needs Allocation (RHNA). The Project includes 419 single-family residential units within the allowable density range of the Low Density Residential designation, helping to meet current and future housing needs.

   - The Project is consistent with Policy LU-1.6 through the incorporation of multiple neighborhood parks, open space areas, and an interconnected system of pedestrian paseos. These features provide accessible recreational opportunities and functional gathering spaces for future residents.

   Land Use Goal 2: A City that manages and directs growth so that the community and its neighborhoods are protected and enhanced.
   Specifically implementing policy 2.1 & 2.2

   - The Project supports Policies LU-2.1 and LU-2.2 by promoting an orderly and coordinated pattern of development that is compatible with surrounding residential uses. The Project site is adjacent to existing and

planned residential neighborhoods and proposes a density that is consistent with the Low Density Residential designation.

- The Project includes an interconnected circulation network designed to improve internal connectivity, provide efficient vehicular and pedestrian access, and enhance access to on-site open space and neighborhood amenities. The Project also provides connectivity to the Class I multi-use path along Esplanade Avenue, supporting multimodal access.

- The Project provides a balanced distribution of open space and recreational amenities throughout the site, ensuring that residents have convenient access to neighborhood parks and contributing to the overall quality and livability of the community.

The Project has been reviewed for consistency with applicable infrastructure and service requirements and will coordinate with appropriate service providers, including Eastern Municipal Water District, to ensure adequate utilities and public services are provided.

Based on the foregoing, the proposed General Plan Amendment is internally consistent with the goals, policies, and land use framework of the General Plan and will not create inconsistencies with other provisions of the Plan.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

Public Interest

The proposed project is consistent with the General Plan and serves the public interest by providing a balanced mix of housing and amenities that meet community needs and enhance recreational and social opportunities. The project would contribute 419 residential units toward the Regional Housing Needs Allocation (RHNA), offering a variety of housing types to accommodate diverse ages, incomes, and household needs. The homes are designed with architectural styles that complement the area's rural character. Overall, the development promotes livability through walkability, community engagement, integrated open space, pedestrian safety, and support for an active lifestyle.

Health and Safety

The proposed project is consistent with the General Plan and promotes public health and safety by incorporating a planned layout that emphasizes pedestrian safety and encourages physical activity and well-being. Four community parks, connected by an integrated network of pathways, will provide residents with a range of social and recreational opportunities.

Convenience

The proposed project conforms with the provision of public convenience according to the General Plan. This development will create an additional 419 homes that are within a convenient distance to surrounding amenities and public infrastructure, including the following:

- *Transit*
  The Project Site is approximately 0.6 miles (a 12-minute walk), from the Riverside Transit Agency (RTA) Go Micro service zone. Go Micro is RTA's on-demand public transit service available within the Hemet-San Jacinto micro transit zone. Shared rides can be booked via the Go Micro app at user convenience, rather than relying on a predetermined bus schedule. Go Micro minibuses directly pick up and drop off passengers at desired locations, at desired times (provided both locations are within the micro transit zone and that the trip does not begin and end at route 44 bus stops).

- *Schools*
  The Project Site is located within the Hemet Unified School District and would likely be served by nearby schools, including Cawston Elementary School (1.3 miles), Rancho Viejo Middle School (0.9 miles), and Tahquitz High School (0.7 miles). The site may also be served by Megan Cope Elementary School (0.7 miles), which is within the San Jacinto Unified School District. In addition, Mt. San Jacinto College is approximately five miles from the Project Site and is directly accessible via RTA's on-demand transit service, Go Micro.

Welfare

The proposed project with the support of the General Plan Amendment and Zoning Map Amendment, will support and promote the general welfare of San Jacinto residents. The proposed project, specifically, will support and promote walkability, community engagement, integrated open space, pedestrian safety, and an active lifestyle. Integrated Community Parks connected by a network of paths will facilitate recreation and socialization.

3. **If an amendment to the Land Use Element, the affected site(s) is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located; and**

Physical Suitability

The proposed project, with the support of the General Plan Amendment and Zoning Map Amendment, will not endanger, jeopardize, or otherwise constitute hazard to property in the vicinity in which the property is located and will be physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public emergency vehicle access and public services as follows:

- *Design*

  The Proposed Project is designed to be compatible with the surrounding San Jacinto community and consistent with adjacent residential uses. The development features an interconnected grid of streets that enhances walkability and provides convenient vehicle and pedestrian access to homes, community parks, and recreational amenities distributed throughout the site.

  Residential architecture will include farmhouse, Spanish, and prairie styles, using quality materials such as stucco, brick, and stone, along with a varied but cohesive color palette that complements the broader community and individual streetscapes. These design elements enhance the visual character of the Chacon Farms community.

  The project will not interfere with existing water or sewer easements, as confirmed by the site boundary survey, and will comply with applicable landscaping and setback requirements. The site's north–south orientation supports efficient solar design, with some east–west–oriented homes incorporated where feasible to allow for additional passive solar opportunities.

- *Location*

  The proposed development will complement and enhance surrounding land uses. Existing single-family residential neighborhoods are located to the north, northeast, and northwest across West 7th Street, as well as to the east across Cawston Avenue. To the west, the Esplanade Specific Plan includes approximately 130.7 acres of planned single-family residential development.

- *Shape and Size*

  The project site is generally rectangular in configuration and consists of three smaller rectangular parcels. The proposed project is designed to minimize sprawl and efficiently utilize the approximately 75.70 acres of site area. The site will accommodate 419 single-family homes with a minimum lot size of 3,717 square feet, along with designated open space for parks and a basin.

- *Operating Characteristics*
  The proposed projects operating characteristics will be consistent with those of surrounding single-family developments. The proposed project will operate as a place of housing, enhanced by various amenities within several community parks, to prospective residents.

- *Public Emergency Vehicle Access*
  The proposed project's inter-connected network of thoroughfares will contribute to emergency vehicle accessibility. The applicant will comply with any easement requirements for public emergency vehicle access. Further, the proposed public emergency vehicle access will be reviewed by City and County Departments including the City's engineering department and Riverside County Fire, to ensure efficiency and safety for future residents.

- *Public Service and Utilities*
  Adequate City infrastructure exists to support the Project. Additionally, the project has been reviewed by Police, Fire, Public Utilities and Engineering to ensure that the design accommodates public and emergency vehicles including solid waste haulers, City crews, and other service providers.

4. **The City may reduce, require, or permit the reduction of, the residential density for any parcel to, or allow development of any parcel at, a lower residential density, as defined in Government Code Section 65863, only if the following two additional findings are first made:**

   a. **The reduction is consistent with the adopted General Plan, including the Housing Element; and**

      The proposed Project does not involve a reduction in residential density. The proposed General Plan Amendment would change the land use designation from Very Low Density Residential (0 to 2 dwelling units per acre) to Low Density Residential (2.1 to 7 dwelling units per acre), thereby allowing for an increase in residential density on the Project site. Accordingly, this finding is not applicable. Notwithstanding, the Project is consistent with the General Plan and Housing Element.

   b. **The remaining sites identified in the Housing Element are adequate to accommodate the jurisdiction's share of the regional housing needs in compliance with Government Code Section 65584.**

      The proposed Project does not reduce residential density and

therefore does not trigger this finding. Notwithstanding, the Housing Element identifies adequate sites to accommodate the City's remaining Regional Housing Needs Allocation (RHNA), and the Project would increase the City's housing supply and contribute toward meeting its RHNA obligations.

CHANGE OF ZONE FINDINGS:

1. **Findings required for all Development Code and Zoning Map amendments.**

   a. **The proposed amendment is consistent with the General Plan and any applicable specific plan;**

      The proposed Change of Zone from Rural Residential (RR) to Residential Low Density (RL) is consistent with the General Plan with the adoption of the proposed General Plan Amendment. The RL zoning designation is the implementing zone for the Low Density Residential (LDR) General Plan land use designation and will ensure consistency between the General Plan and Zoning Map. The Project site is not located within a Specific Plan area; therefore, no Specific Plan applies.

   b. **The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.**

      The proposed Change of Zone will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment will facilitate the development of a planned residential community that is consistent with the General Plan and Development Code. The Project incorporates an interconnected circulation system, neighborhood parks, and pedestrian amenities that promote walkability and community interaction.

      The Project has been reviewed by applicable City departments and service providers to ensure that adequate infrastructure and public services, including police, fire, utilities, and emergency access, are available to serve the site. As conditioned, the Project will not result in adverse impacts to the surrounding area and will support orderly and coordinated development.

2. **Additional findings for Zoning Map amendments**

   a. **The affected site(s) is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.**

      The Project site is physically suitable for the proposed Residential Low

Density (RL) zoning designation in terms of design, location, shape, size, and operating characteristics. The site is of sufficient size and configuration to accommodate the proposed residential development, including internal circulation, open space, and required infrastructure.

The Project is located adjacent to existing and planned residential development and represents a logical extension of the surrounding land use pattern. The proposed street network is designed to provide adequate access for residents, service providers, and emergency response vehicles and will be subject to review and approval by the City's Engineering Department and Riverside County Fire Department.

Adequate public services and utilities are available, or will be provided, to serve the Project, including potable water, wastewater, storm drainage, solid waste services, and schools. The Project has been reviewed by relevant agencies and departments to ensure that the proposed zoning and anticipated development will not endanger or otherwise constitute a hazard to surrounding properties or improvements.

SUBDIVISION FINDINGS (TTM 39076):

1. **The proposed subdivision of land has been found to be consistent with the Development Code, General Plan, and the San Jacinto Municipal Code.**

   The proposed Tentative Tract Map (TTM 39076) is consistent with the San Jacinto Municipal Code and has been reviewed in accordance with the applicable provisions of Titles 16 and 17. The Project includes a Planned Development Permit to allow limited, controlled modifications to the development standards of the Residential Low Density (RL) zone, which are intended to facilitate a cohesive and well-designed residential community.

   Upon approval of the General Plan Amendment and Change of Zone, the Project will be consistent with the Low Density Residential (LDR) General Plan land use designation and the corresponding RL zoning designation. The proposed subdivision is consistent with the permitted density range and establishes a logical and orderly pattern of residential development.

   The Project implements applicable General Plan goals and policies, including:

   - Land Use Goal 2 and Policies LU-2.1 and LU-2.2, by promoting orderly and coordinated growth that is compatible with surrounding residential neighborhoods and supported by an interconnected circulation network and accessible open space; and

   - Land Use Goal 3 and Policies LU-3.1 and LU-3.2, by facilitating high-quality residential development that is compatible with adjacent land uses and incorporates design features that enhance neighborhood character and connectivity.

   Based on the foregoing, the proposed subdivision is consistent with the Development Code, General Plan, and Municipal Code.

2. **The tentative map does not propose to divide land which is subject to a contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a Land Conservation Act contract but the resulting parcels following division of the land will be of an adequate size to sustain their agricultural use**

   The project site is not subject to a contract pursuant to the California Land Conservation Act of 1965 as detailed in the analysis completed through the Mitigated Negative Declaration document. In addition, the projects title report did not have indication of a Williamson Act Contract.

3. **The site is physically suitable for the type and proposed density of development proposed by the tentative map.**

   The Project site is physically suitable for the proposed subdivision of 419 single-family residential lots. The proposed use is consistent with the Residential Low Density (RL) zoning designation and the Low Density Residential (LDR) General Plan land use designation, which permits residential development within the proposed density range.

   The site is of sufficient size and configuration to accommodate the proposed subdivision, including residential lots, internal circulation, and open space areas. The Project represents a logical expansion of existing and planned residential development in the surrounding area, including neighborhoods to the north, east, and west.

   The Project site has access to existing and planned infrastructure necessary to support the proposed development, including potable water, wastewater, natural gas, and electrical services, which are available within adjacent roadways. The site is also located in proximity to existing community amenities, including parks and schools, which support the residential character of the Project.

   Based on the foregoing, the site is physically suitable for the type and density of development proposed.

4. **The design of the subdivision and the proposed improvements, with conditions of approval, are either:**

   a. **Not likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat; or**

      An Initial Study was prepared for the Project in accordance with the California Environmental Quality Act (CEQA) to evaluate potential environmental impacts. The Initial Study determined that, with the incorporation of mitigation measures, the Project will not have a significant effect on the environment, including impacts to biological resources such as fish and wildlife and their habitat.

      All mitigation measures identified in the Initial Study have been incorporated into the Project and will be implemented through the Mitigation Monitoring and Reporting Program. Accordingly, the design of the subdivision and proposed improvements is not likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

b. An environmental impact report under which a finding has been made pursuant to Public Resources Code Section 21081(a)(3) that specific economic, social, or other considerations make infeasible mitigation measures or project alternatives identified in the environmental impact report.

The project's impacts were not significant enough to require the preparation of an environmental impact report. A Mitigated Negative Declaration was prepared for the Project to assess any significant environmental impacts, and it was determined that a Mitigated Negative Declaration is the appropriate level of environmental document. Therefore, findings pursuant to Public Resources Code Section 21081(a)(3) are not necessary.

5. The design of the subdivision of land and the type of improvements are not likely to cause serious public health problems.

The implementation of the proposed conditions will ensure that the Project will not be detrimental to the public interest, health, safety, convenience, or welfare of the City or the future residents of the development. As previously mentioned, a Mitigated Negative Declaration was prepared for the proposed subdivision, which analyzed items that can cause public health problems such as Air Quality, Hazardous Materials, and Utilities. It was determined through the environmental document that with incorporation of mitigation measures, the impacts to public health problems would be less than significant

6. That design of the subdivision provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible.

The design of the subdivision will provide for future passive cooling opportunities with the implementation of building setbacks, lot coverage requirements, landscaping requirements, including required street trees, and open space areas. This can also include configuration to permit orientation of a structure to take advantage of shade and prevailing breezes. Furthermore, natural heating opportunities can be provided with orientation of a structure in an east-west alignment for southern exposure.

The proposed project is a subdivision and Planned Development Permit, subsequent development will be analyzed and conditioned through a Site Plan and Design Review. As part of the Site Plan and Design Review process, the Planning Department will ensure that natural heating and cooling opportunities are explored to the extent feasible and condition the project accordingly.

7. **The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision, or the design of the alternate easements which are substantially equivalent to those previously acquired by the public will be provided.**

   Per the title report provided by the project applicant, the site consists of two easements for a right-of-way over a strip of land 30 feet wide located outside the property line on Cawston Avenue. The second easement is granted to Easter Municipal Water District for sewage transmission and collection facilities. This easement is located outside the property lines along Cawston Avenue. These two easements are shown in the Tentative Tract Map and will not conflict with the development of the proposed Project.

8. **The subdivision is consistent with the City's parkland dedication requirements (per the Quimby Act), as applicable, in accordance with Chapter 16.75 (Parkland Dedication and Fees).**

   The proposed subdivision is consistent with the City's parkland dedication requirements pursuant to Chapter 16.75 of the San Jacinto Municipal Code. The Project provides approximately 3.26 acres of usable parkland within designated park lots, which contributes toward satisfying the City's parkland dedication requirement.

   Any remaining parkland obligation will be satisfied through the payment of in-lieu fees, in accordance with Chapter 16.75, as required by the Conditions of Approval.

   Based on the foregoing, the Project complies with the City's parkland dedication requirements..

PLANNED DEVELOPMENT PERMIT FINDINGS:

1. **The Planned Development Permit will:**

    a. **Be allowed within the subject base zone;**

    The Project includes a Change of Zone to the Residential Low Density (RL) zone. The RL zone is intended to accommodate detached single-family residential development, along with accessory uses and other compatible uses, at a density range of 2.1 to 7.0 dwelling units per acre.

    The Planned Development Permit is an allowed entitlement within the RL zone and is intended to provide flexibility from standard development requirements in order to achieve superior site design and community planning. Accordingly, the Planned Development Permit is permitted within the proposed base zone..

    b. **Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan;**

    The Project site is proposed to be designated Low Density Residential (LDR) under the General Plan, which permits detached single-family residential development at a density of 2.1 to 7.0 dwelling units per acre. The Project proposes a density of 5.53 dwelling units per acre, which is within the allowable range and consistent with the intended use of the LDR designation. The Project site is not located within a Specific Plan area.

    The Project is consistent with the purpose and intent of the General Plan by facilitating a well-planned residential community that balances efficient land use with neighborhood compatibility and access to amenities. The Planned Development Permit allows for modifications to development standards that support a cohesive site design while maintaining consistency with the overall density and character envisioned by the General Plan.

    The Project implements applicable General Plan goals and policies, including:

    - Land Use Policy LU-1.6, by incorporating an integrated system of open space and recreational amenities, including multiple parks, paseos, and gathering areas that support community interaction and outdoor activity;

    - Land Use Policy LU-4.4, by promoting pedestrian-oriented design through internal walkways, paseo connections, and

access to the Class I multi-use trail along Esplanade Avenue; and

- Land Use Policy LU-5.4, by providing well-designed, multi-functional open spaces, including neighborhood parks and a basin park, that serve a variety of recreational and community needs.

Based on the foregoing, the Planned Development Permit is consistent with the purpose, intent, goals, policies, and land use designations of the General Plan.

c. **Be generally in compliance with all of the applicable provisions of this Development Code relating to both on-site and off-site improvements that are necessary to accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this Chapter and the subject base zone, including prescribed development standards and applicable design guidelines, except for those provisions modified in compliance with this Chapter.**

The Project is compliant with the Provisions of the Development Code relating to on-site and off-site improvements. The Project's off-site improvements will include a Class 1 Multi-Use along Esplanade Avenue as required per the Trails Master Plan. Additionally, the Project will be conditioned to dedicate and provide improvement along Esplanade Avenue, Cawston Avenue, and Seventh Street. On-site improvements will include 3.26-acres of open space amenities and connections to the proposed Class I Multi-Use Trail. The proposed modified development standards for the Project will accommodate flexibility in site planning and property development, while still upholding the intentions and goals of the Development Code by creating a cohesive neighborhood community. Therefore, the Project is found to be compliant with all the applicable provisions of the development code relating to both on-site and off-site improvements.

d. Ensure compatibility of property uses within the zone and general neighborhood of the proposed development.

The Project will include single-family residential uses and complementary recreational and open space areas. The combination of uses is generally considered compatible and will create a cohesive residential neighborhood. The development of the Class I Multi-Use Trail will continue the intent of creating an integrated trails network throughout the City and will serve as an amenity for residents nearby and within the development. The Project site is bound by residential uses.

The surrounding land uses designations include: Specific Plan to the west, Low Density Residential to the north, Very Low Density Residential to the east, and City of Hemet to the south. Development surrounding the Project Site is planned to be of similar character, land use, and density. Therefore, the proposed Project is found to be compatible the zone and with the general neighborhood of the proposed development.

2. **The proposed project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, significantly increased amounts of landscaping and improved open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities [e.g., additional public art], LEED or other "green" related standards, etc.) than might otherwise occur from more typical development applications;**

   The proposed Project includes 3.26-acres of common areas and recreational amenities. This includes play areas, turf / open space area, and picnic areas. The Project additionally proposes to construct a Class I Multi-Use Trail along Esplanade Avenue. This trail will include a meandering six (6) foot sidewalk, landscaped parkway located on both sides of the walkway, and proposed channel. This trail will connect to the internal pedestrian paths.

   The architectural styles proposed will reflect styles farm style inspired. The Project, with its architectural styles, supporting landscape palette, open spaces, and monumentation, offers a development with excellence of design. The architectural styles include Spanish, Prairie, and Farmhouse for the future 419 dwelling units, accompanied by nine (9) color schemes. The incorporation of multiple styles and color options is intended to enhance visual interest while maintaining a unified aesthetic throughout the subdivision. In addition, the PDP proposes five (5) distinct floor plans, each offering three (3) elevation types. The design of the residential lots and variation in architecture creates a diverse community and avoids a monotonous appearance.

3. **Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;**

   The Project Site is currently and has historically been used for agricultural purposes. Due to this fact, the environmental analysis of the Project Site included a Phase I Environmental Safety Assessment (Phase I ESA) to analyze any hazards that could result from development of the site. The Phase I ESA found that due to the historical use of this property for agricultural purposes dating back from at least 1930's, it is possible agricultural chemicals

such as pesticides and fertilizers have likely been applied to crops grown on the Proposed Project Site. Through the adoption of the Mitigation and Monitoring Program within the Conditions of Approval for the Project, any hazards that could create a significant hazard to the public or the environment through the conversion of agricultural land to residential uses will be significantly reduced to create a safe, healthy environment. Additionally, plans for the proposed residential development will be required to be submitted and approved through Site Plan and Design Review process.

Additionally, the Zoning, Fire, and Building Codes will ensure that that the development of the project will meet applicable safety standards. Therefore, it is found that with the incorporation of the above mentioned Mitigation Measures, Conditions of Approval, and the requirements of the Zoning, Fire, and Building Codes will ensure the protection of the public health, safety and welfare.

4. **Proper on-site traffic circulation (e.g., pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zones, Allowable Land Uses, and Zone Specific Standards);**

   The proposed Planned Development Permit incorporates a comprehensive internal circulation system designed to accommodate both vehicular and pedestrian traffic while ensuring adequate access for emergency response and public safety services. The Project has been reviewed for compliance with applicable City standards and the requirements of the City Engineer, Riverside County Fire Department, and Sheriff's Department.

   The internal street network is designed to provide efficient circulation and connectivity throughout the Project site. Roadway widths, including minimum 24-foot fire access lanes where applicable, and turning radii have been designed to accommodate emergency vehicles, service vehicles, and passenger traffic. The interconnected street system enhances accessibility for fire suppression and law enforcement response.

   Pedestrian circulation is supported through sidewalks, paseos, and connections to on-site parks and adjacent improvements, including the Class I multi-use trail along Esplanade Avenue. These features promote safe and convenient pedestrian movement throughout the community.

   Based on the foregoing, the Project provides proper on-site traffic circulation and control for both vehicular and pedestrian movement and ensures protection for fire suppression and police services equal to or better than that which would be achieved through strict compliance with standard

development requirements..

5. **The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;**

   The proposed Project Site is generally flat and is shaped to accommodate a proper lot layout. Section 17.620.020 of the Development Code states that the minimum lot size for a Planned Development Permit is 2 acres. The proposed Project site greatly exceeds this requirement and is 73.06-net acres. The proposed Project will provide an efficient use of land that will meet the purpose and intent of the Low Density Residential (LDR) General Plan land use designation by modifying the development standards to accommodate a 2-7 dwelling unit per acre development as required by the 2024 General Plan. Therefore, the subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development.

6. **Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare;**

   Adequate public services and facilities exist, or will be provided, to serve the proposed development. The Project has been reviewed by applicable City departments and service providers, including Public Works, Public Utilities, Sheriff's Department, and Riverside County Fire Department, to ensure that the development can be adequately served.

   Utility services, including potable water, wastewater, electricity, natural gas, telecommunications, and solid waste services, are available within the vicinity of the Project site or will be extended to serve the development. Eastern Municipal Water District has indicated its willingness and ability to provide water and wastewater service to the Project.

   The Project will be conditioned to ensure that all required infrastructure improvements are constructed and that service connections and applicable fees are provided prior to occupancy. Emergency access and response capabilities have been incorporated into the Project design and will be subject to review and approval by the appropriate agencies.

   Based on the foregoing, adequate public services and facilities exist, or will be provided, to serve the Project, and the proposed development will not result in a reduction of service levels to surrounding properties.

7. **The proposed development, as conditioned, will not have a substantial adverse effect on surrounding property or their allowed use;**

   The proposed development will not have a substantial adverse effect on surrounding properties or their allowed uses. The Project is consistent with the General Plan and zoning designations of the surrounding area and represents a logical extension of existing and planned residential development.

   The Project has been designed to be compatible with adjacent uses through site planning, building placement, and the incorporation of landscaping, open space, and internal circulation. The transition from the Project site to surrounding properties is appropriate for the area, whether adjacent lands remain in agricultural use or develop in accordance with the General Plan.

   The Project is subject to Conditions of Approval and compliance with applicable Municipal Code requirements, including noise, lighting, and traffic standards, as well as the California Building Code and Fire Code. These requirements are intended to prevent nuisances and ensure that the development does not create adverse impacts on surrounding properties.

   Based on the foregoing, the proposed development, as conditioned, will not have a substantial adverse effect on surrounding property or their allowed use.

8. **If the development proposes to mix residential and commercial uses whether done in a vertical or horizontal manner, the residential use is designed in a manner that it is appropriately buffered from the commercial use and is provided sufficiently enhanced amenities to create a comfortable and healthy residential environment and to provide a positive quality of life for the residents. The enhanced amenities may include additional landscaping, additional private open space, private or separated entrances, etc;**

   The Project does not propose a mix of residential and commercial uses as the project does not include Commercial uses.

9. **The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection; and**

   This project will have the appropriate buffers such as exterior walls and perimeter landscaping to ensure that it will be compatible with any future land use whether it remains agricultural, develops with Residential, Commercial or a project that integrates both, in accordance with the General Plan.

10. **The applicant agrees in writing to comply with any and all of the conditions imposed by the review authority in the approval of the Planned Development Permit.**

    The Applicant has agreed with all of the conditions imposed by the review authority prior to the issuance of any permits or recordation of any documents.

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July 3, 2026

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Re: Comment on Mitigated Negative Declaration, Chacon Farms Project (SCH 2025101241), May 5, 2026, City Council Agenda Item 4.1

Dear Honorable Mayor and Members of the City Council:

This comment is submitted on behalf of Supporters Alliance For Environmental Responsibility ("SAFER") regarding the Initial Study and Mitigated Negative Declaration ("IS/MND") prepared for the Chacon Farms Project (SCH 2025101241), which proposes the development of master-planned residential development consisting of 419 dwelling units as well as the construction of onsite roadways, a detention basin, parks, and on-site landscaping on 73.97-net acres, located at 710 Cawston Avenue North (APNs 432-260-009, 432-260-026, and 432-260-027) in the City of San Jacinto ("Project").

SAFER's review of the MND was assisted by air quality and greenhouse gas experts Matt Hagemann, P.G., C.Hg., and Paul E. Rosenfeld, Ph.D., of the Soil/Water/Air Protection Enterprise ("SWAPE"), indoor air quality expert Francis Offermann, CIH, agricultural resources experts Henry House and Gregory House of House Agricultural Consultants, and expert wildlife biologist Dr. Shawn Smallwood, Ph.D., whose written comments and CVs are attached as Exhibits A, B, C, and D respectively.

As discussed below, there is substantial evidence supporting a fair argument that the Project may have significant and unmitigated impacts on air quality, greenhouse gas emissions, indoor air quality, agricultural resources, and biological resources. SAFER respectfully requests that the City prepare an environmental impact report ("EIR") in order to comply with the California Environmental Quality Act ("CEQA") prior to approval of the Project.

PROJECT DESCRIPTION

The Chacon Farms Project proposes to subdivide approximately 75.7 gross acres of existing agricultural land into 419 single-family residential lots, four open space lots, and associated roadways and infrastructure. The Project site, located at 710 Cawston Avenue North in the City of San Jacinto is designated as Prime Farmland and Farmland of Statewide Importance under the California Department of Conservation's Farmland Mapping and Monitoring Program.

To facilitate the proposed development, the Project requires several discretionary approvals, including a General Plan Amendment to change the land use designation from Very Low Density Residential to Low Density Residential, a Zone Change from Rural Residential to Residential–Low Density, a Planned Development Permit, Site Plan and Design Review, approval of Tentative Tract Map No. 39076, and adoption of the proposed Mitigated Negative Declaration.

LEGAL STANDARD FOR NEGATIVE DECLARATIONS

As the California Supreme Court held, "[i]f no EIR has been prepared for a nonexempt project, but substantial evidence in the record supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR." (*Communities for a Better Env't v. South Coast Air Quality Mgmt. Dist.* (2010) 48 Cal.4th 310, 319-20.) "Significant environmental effect" is defined very broadly as "a substantial or potentially substantial adverse change in the environment." (Pub. Res. Code ["PRC"] § 21068; see also 14 CCR § 15382.) An effect on the environment need not be "momentous" to meet the

CEQA test for significance; it is enough that the impacts are "not trivial." (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 83.) "The 'foremost principle' in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." (*Communities for a Better Env't v. Cal. Res. Agency* (2002) 103 Cal.App.4th 98, 109.)

The EIR is the very heart of CEQA. (*Bakersfield Citizens for Local Control v. City of Bakersfield (*2004) 124 Cal.App.4th 1184, 1214 (*Bakersfield Citizens*); *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 927.) The EIR is an "environmental 'alarm bell' whose purpose is to alert the public and its responsible officials to environmental changes before they have reached the ecological points of no return." (*Bakersfield Citizens, supra*, 124 Cal.App.4th at 1220.) The EIR also functions as a "document of accountability," intended to "demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action." (*Laurel Heights Improvements Assn. v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 392.) The EIR process "protects not only the environment but also informed self-government." (*Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 927.)

An EIR is required if "there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment." (PRC § 21080(d); see also *Pocket Protectors*, *supra*, 124 Cal.App.4th at 927.) An MND instead of an EIR is proper only if project revisions would avoid or mitigate the potentially significant effects identified in the initial study "to a point where clearly no significant effect on the environment would occur, and . . . there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment." (*Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 331 [quoting PRC §§ 21064.5, 21080(c)(2)].) In that context, "may" means a reasonable possibility of a significant effect on the environment. (PRC §§ 21082.2(a), 21100, 21151(a); *Pocket Protectors, supra*, 124 Cal.App.4th at 927; *League for Protection of Oakland's etc. Historic Res. v. City of Oakland* (1997) 52 Cal.App.4th 896, 904-05.)

An EIR must be prepared rather than an MND "whenever it can be fairly argued on the basis of substantial evidence that the project may have a significant environmental impact." (*No Oil, Inc. v City of Los Angeles* (1974) 13 Cal.3d 68, 75.) Under this "fair argument" standard, an EIR is required if any substantial evidence in the record indicates that a project may have an adverse environmental effect—even if contrary evidence exists to support the agency's decision. (14 CCR § 15064(f)(1); *Pocket Protectors*, *supra*, 124 Cal.App.4th at 931; *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-51; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602.) The "fair argument" standard creates a "low threshold" favoring environmental review through an EIR rather than through issuance of negative declarations or notices of exemption from CEQA. (*Pocket*

Protectors, *supra*, 124 Cal.App.4th at 928.)

The "fair argument" standard is virtually the opposite of the typical deferential standard accorded to agencies. As a leading CEQA treatise explains:

> This 'fair argument' standard is very different from the standard normally followed by public agencies in making administrative determinations. Ordinarily, public agencies weigh the evidence in the record before them and reach a decision based on a preponderance of the evidence. [Citations]. The fair argument standard, by contrast, prevents the lead agency from weighing competing evidence to determine who has a better argument concerning the likelihood or extent of a potential environmental impact. The lead agency's decision is thus largely legal rather than factual; it does not resolve conflicts in the evidence but determines only whether substantial evidence exists in the record to support the prescribed fair argument.

(Kostka & Zischke*, Practice Under CEQA*, §6.29, pp. 273-74.) The Courts have explained that "it is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency's determination. Review is de novo, with a preference for resolving doubts in favor of environmental review." (*Pocket Protectors*, *supra*, 124 Cal.App.4th at 928.)

DISCUSSION

I. The MND Failed to Adequately Analyze and Mitigate the Project's Significant Air Quality Impacts

Matt Hagemann, P.G., C.Hg., and Dr. Paul E. Rosenfeld, Ph.D., from SWAPE reviewed the IS/MND and concluded that it fails to adequately evaluate the Project's air quality and greenhouse gas emissions impacts. SWAPE's comment letter and CVs are attached as Exhibit A. As discussed below, SWAPE concluded that the MND failed to adequately evaluate the Project's air quality impacts and, as a result, emissions and health risk impacts associated with construction and operation of the Project may be underestimated. An EIR is required to disclose and mitigate these impacts.

A. The MND's analysis of the Project's air quality impacts is not supported by substantial evidence.

SWAPE found that the MND underestimated the Project's emissions and therefore cannot be relied upon to determine the significance of the Project's air quality impacts. (Ex. A, p. 1.) To estimate the Project's emissions, the MND utilized the California Emissions Estimator Model ("CalEEMod"). (Ex. A, p. 1.) CalEEMod relies on recommended default values based on site

specific information related to a number of factors (*Id.*) CEQA requires that any changes to the default values must be justified by substantial evidence. (Ex. A, p. 2.)

SWAPE reviewed the Project's CalEEMod output files and found that the values input into the model were inconsistent with information provided in the MND. (Ex. A, p. 2.) This results in an underestimation of the Project's emissions. (*Id*.) As a result, an EIR should be prepared that adequately evaluates the Project's air quality impacts. (*Id.*)

Specifically, SWAPE found that the following values used in the MND's air quality analysis were either inconsistent with information provided in the MND or otherwise unjustified:

1. Unsubstantiated Changes to Land Use Size (Ex. A, p. 1.)
2. Unsubstantiated Amount of Required Demolition (Ex. A, p. 2.)
3. Unsubstantiated Assumption that the Project will be all-electric (Ex. A, p. 3.)

As a result of these errors, the MND underestimates the Project's construction and operational emissions and cannot be relied upon to determine the significance of the Project's air quality impacts.

II. An EIR is Required to Disclose and Mitigate the Project's Greenhouse Gas Emissions.

A. The MND fails to analyze the SCAQMD's 2035 Service Population Efficiency Target

The MND incorrectly concludes that the Project will have less than significant greenhouse gas ("GHG") impacts because it would be below the 2027 interpolated South Coast Air Quality Management District's ("SCAQMD") threshold of 3.96 metric tons of CO2e per service population. However, this interpolated threshold is not supported by any relevant local or state guidance. The SCAQMD population efficiency thresholds are 4.8 metric tons of CO2e per service population for 2020 and 3.0 metric tons of CO2e per service population for 2035. It is unsubstantiated for the MND to interpolate between each benchmark and misleading to use this fabricated benchmark to conclude no significant impacts.

Additionally, the Project's estimated emissions are 3.957 MT CO_2e/SP/year while the asserted threshold is 3.96 MT CO_2e/SP/year, making the difference only 0.003 MT CO_2e/SP/year. This difference is both negligible and counter to the required precision of CalEEMod reporting. CalEEmod reports GHG emissions with a maximum of 2 decimal points, making these reported calculations unsupported by the model calculations. Therefore, in using correct SCAQMD precision, the Project's estimated GHG emissions come out to 4.0 MT

CO_2e/SP/year, which exceeds both the SCAQMD 2035 threshold as well as the unsubstantiated interpolated 2027 threshold.

IS/MND Service Population Efficiency Values	
Proposed Project	**GHG Emissions**
Service Population Efficiency (MT CO_2e/SP/year)	4.0
2027 Interpolated Threshold	4.0*
SCAQMD 2035 Threshold	3.0
Exceeds?	***Yes***

* The IS/MND's interpolated 2027 threshold of 3.96 rounded to two significant figures.

(Ex. A, p. 6.) These exceedances of the SCAQMD's 3.0 MTCO2e/service population threshold indicate a significant GHG impact that must be disclosed and mitigated in an EIR.

B. The MND fails to adequately integrate all necessary and feasible mitigation measures

CEQA provides that all Projects must include mitigation measures "proposed to minimize significant effects on the environment, including, but not limited to, measures to reduce the wasteful, inefficient, and unnecessary consumption of energy." (Pub. Res. Code § 21100(b)(3).)

In 2024, the Southern California Association of Governments' Certified Final Program Environmental Impact Report for Connect Socal 2024[1] included the following mitigation recommendations for GHG emissions:

- Integrate green building measures consistent with CALGreen (California Building Code Title 24), local building codes and other applicable laws, into project design including:
    - Use energy efficient materials in building design, construction, rehabilitation, and retrofit.

[1] "Certified Final Program Environmental Impact Report for Connect SoCal 2024." SCAG, May 2020, available at: https://scag.ca.gov/program-environmental-impact-report-0.

  - Install energy-efficient lighting, heating, and cooling systems (cogeneration); water heaters; appliances; equipment; and control systems beyond Title 24 minimum requirements.
  - Reduce lighting, heating, and cooling needs by taking advantage of light-colored roofs, trees for shade, and sunlight.
  - Incorporate passive environmental control systems that account for the characteristics of the natural environment.
  - Use high-efficiency lighting and cooking devices.
  - Incorporate passive solar design.
  - Use high-reflectivity building materials and multiple glazing.
  - Use no gas-powered landscape maintenance equipment.
  - Install alternative fuel (i.e., electric, hydrogen-fueled, etc.) vehicle charging and fueling stations.
  - Encourage projects to reduce natural gas infrastructure in buildings and/or reduce the use of natural gas appliances, with exceptions for limited uses.
- Measures that encourage transit use, carpooling, bike-share and car-share programs, active transportation, and parking strategies, including, but not limited to the following:
  - Promote transit-active transportation coordinated strategies.
  - Increase bicycle carrying capacity on transit and rail vehicles.
  - Improve or increase access to transit.
  - Increase access to common goods and services, such as groceries, schools, day care, and medical care.
  - Incorporate the neighborhood electric vehicle network.
  - Orient the project toward transit, bicycle and pedestrian facilities.
  - Improve pedestrian or bicycle networks or transit service.
  - Provide traffic calming measures.
  - Limit or eliminate park supply.
  - Provide parking cash-out programs.
  - Implement or provide access to commute reduction program.
- Incorporate bicycle and pedestrian facilities into project designs, maintaining these facilities, and providing amenities incentivizing their use; and planning for and building local bicycle projects that connect with the regional network.
- Improving transit access to rail and bus routes by incentives for construction and transit facilities within developments, and/or providing dedicated shuttle service to transit stations.
- Adopt employer trip reduction measures to reduce employee trips such as vanpool and carpool programs, provide end-of-trip facilities, and telecommuting programs.
- Designate a percentage of parking spaces for ride-sharing vehicles or high-occupancy vehicles and provide adequate passenger loading and unloading for those vehicles.
- Require at least five percent of all vehicle parking spaces include electric vehicle charging stations, or at a minimum, require the appropriate infrastructure to facilitate sufficient electric charging for passenger vehicles and trucks to plug-in.
- Implement preferential parking permit program.

- Encourage telecommuting and alternative work schedules.
- Implement commute trip reduction marketing.
- Price workplace parking.

The MND fails to consider the Connect Socal 2024 EIR mitigation measures for impacts to GHG emissions. An EIR must be prepared that incorporates these suggested mitigation measures as applicable to ensure that the Project's individual and cumulative impacts are minimized to the extent possible

II. There is Substantial Evidence that the Project may have Significant Impacts on Indoor Air Quality

The MND fails to discuss, disclose, analyze, and mitigate the significant health risks posed by the Project from formaldehyde, a toxic air contaminant ("TAC"). Certified Industrial Hygienist, Francis Offermann, PE, CIH conducted a review of the Project and relevant documents regarding the Project's indoor air emissions. Mr. Offermann is one of the world's leading experts on indoor air quality and has published extensively on the topic. As discussed below and in Mr. Offermann's comments, the Project's emissions of formaldehyde will result in very significant cancer risks to future residents of the Project's residential units.

Formaldehyde is a known human carcinogen and is listed by the State as a TAC. The South Coast Air Quality Management District ("SCAQMD") has established a significance threshold of health risks for carcinogenic TACs of 10 in one million. (Ex. B, p. 2.) The MND fails to acknowledge the significant indoor air emissions that will result from the Project. Specifically, there is no discussion of impacts or health risks, no analysis, and no identification of mitigations for significant emissions of formaldehyde from the Project.

Mr. Offermann explains that many composite wood products typically used in home and apartment building construction contain formaldehyde-based glues which off-gas formaldehyde over a very long period. He states, "[t]he primary source of formaldehyde indoors is composite wood products manufactured with urea-formaldehyde resins, such as plywood, medium density fiberboard, and particleboard. These materials are commonly used in building construction for flooring, cabinetry, baseboards, window shades, interior doors, and window and door trims." (Ex. B, pp. 2-3.)

Mr. Offermann found that future residents of the Project's residential units will be exposed to a cancer risk of 120 per million, even assuming all materials are compliant with the California Air Resources Board's ("CARB") formaldehyde airborne toxics control measure. (Ex. B, pp. 3-4) This is more than 12 times SCAQMD's CEQA significance threshold of 10 per million.

Mr. Offermann also found that there is a fair argument that future employees of the commercial spaces will be exposed to a cancer risk from formaldehyde of approximately 17.7 per million, even assuming all materials are compliant with CARB's formaldehyde airborne toxics control measure. (*Id.*, pp. 4-5.) This exceeds the SCAQMD CEQA significance threshold for airborne cancer risk of 10 per million. (*Id.*)

Mr. Offermann concludes that these significant environmental impacts must be analyzed in an EIR and mitigation measures should be imposed to reduce the risk of formaldehyde exposure. (Ex. B, pp. 5, 12-14.) He prescribes a methodology for estimating the Project's formaldehyde emissions in order to do a more project-specific health risk assessment. (*Id*., pp. 6-10.) Mr. Offermann also suggests several feasible mitigation measures, such as requiring the use of no-added-formaldehyde composite wood products, which are readily available. (*Id*., pp. 12-14.) Mr. Offermann also suggests requiring air ventilation systems which would reduce formaldehyde levels. (*Id*.) Since the MND does not analyze this impact at all, none of these or other mitigation measures have been considered.

When a Project exceeds a duly adopted CEQA significance threshold, as here, this alone establishes substantial evidence that the project will have a significant adverse environmental impact. Indeed, in many instances, such air quality thresholds are the only criteria reviewed and treated as dispositive in evaluating the significance of a project's air quality impacts. (See, e.g. *Schenck v. County of Sonoma* (2011) 198 Cal.App.4th 949, 960 [County applies Air District's "published CEQA quantitative criteria" and "threshold level of cumulative significance"]; see also *Communities for a Better Env't v. Cal. Res. Agency* (2002) 103 Cal.App.4th 98, 110-111 ["A 'threshold of significance' for a given environmental effect is simply that level at which the lead agency finds the effects of the project to be significant"].)

The California Supreme Court made clear the substantial importance that an air district significance threshold plays in providing substantial evidence of a significant adverse impact. (*Communities for a Better Env't v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 327 ["As the District's established significance threshold for NOx is 55 pounds per day, these estimates [of NOx emissions of 201 to 456 pounds per day] constitute substantial evidence supporting a fair argument for a significant adverse impact."].) Since expert evidence demonstrates that the Project will exceed the SCAQMD's CEQA significance threshold, there is substantial evidence that an "unstudied, ***potentially significant environmental effect[]***" exists. (See, *Friends of Coll. of San Mateo Gardens v. San Mateo Cty. Cmty. Coll. Dist.* (2016) 1 Cal.5th 937, 958 [emphasis added].)

The failure of the MND to address the Project's formaldehyde emissions is contrary to the California Supreme Court's decision in *California Building Industry Ass'n v. Bay Area Air Quality Mgmt. Dist.* ("*CBIA*") (2015) 62 Cal.4th 369, 386. In that case, the Supreme Court expressly holds that potential adverse impacts to future users and residents from pollution

generated by a proposed project ***must be addressed*** under CEQA. At issue in *CBIA* was whether the Air District could enact CEQA guidelines that advised lead agencies that they must analyze the impacts of adjacent environmental conditions on a project. The Supreme Court held that CEQA does not generally require lead agencies to consider the environment's effects on a project. (*CBIA*, 62 Cal.4th at 800-01.) However, to the extent a project may exacerbate existing environmental conditions at or near a project site, those would still have to be considered pursuant to CEQA. (*Id*. at 801.) In so holding, the Court expressly held that CEQA's statutory language required lead agencies to disclose and analyze "impacts on ***a project's users or residents*** that arise ***from the project's effects*** on the environment." (*Id*. at 800 [emphasis added].)

The carcinogenic formaldehyde emissions identified by Mr. Offermann are not an existing environmental condition. Those emissions will be from the Project. People will be residing in the Project's buildings once built and emitting formaldehyde. Once built, the Project will begin to emit formaldehyde at levels that pose significant direct and cumulative health risks. The Supreme Court in *CBIA* expressly finds that this type of air emission and health impact by the project on the environment and a "project's users and residents" must be addressed in the CEQA process. The existing TAC sources near the Project site would have to be considered in evaluating the cumulative effect on future residents of both the Project's TAC emissions as well as those existing off-site emissions.

The Supreme Court's reasoning is well-grounded in CEQA's statutory language. CEQA expressly includes a project's effects on human beings as an effect on the environment that must be addressed in an environmental review. "Section 21083(b)(3)'s express language, for example, requires a finding of a 'significant effect on the environment' (§ 21083(b)) whenever the 'environmental effects of a project will cause substantial adverse effects *on human beings,* either directly or indirectly.'" (*CBIA*, 62 Cal.4th at 800.) Likewise, "the Legislature has made clear—in declarations accompanying CEQA's enactment—that public health and safety are of great importance in the statutory scheme." (*Id*. [citing e.g., PRC §§ 21000, 21001].) It goes without saying that the future residents of the Project are human beings and their health and safety must be subject to CEQA's safeguards.

The City has a duty to investigate issues relating to a project's potential environmental impacts. (See, *County Sanitation Dist. No. 2 v. County of Kern*, (2005) 127 Cal.App.4th 1544, 1597–98. ["[U]nder CEQA, the lead agency bears a burden to investigate potential environmental impacts."].) The proposed buildings will have significant impacts on air quality and health risks by emitting cancer-causing levels of formaldehyde into the air that will expose future residents to cancer risks potentially in excess of SCAQMD's threshold of significance for cancer health risks of 10 in a million. Currently, outside of Mr. Offermann's comments, the City does not have any idea what risks will be posed by formaldehyde emissions from the Project. As a result, the City must include an analysis and discussion in an EIR which discloses and analyzes

the health risks that the Project's formaldehyde emissions may have on future residents and identifies appropriate mitigation measures.

Mr. Offermann's comments are substantial evidence that the Project may have a significant impact on human health, necessitating preparation of an EIR.

III. **An EIR is Required to Disclose and Mitigate the Project's Significant Impacts to Agricultural Resources**

Gregory and Henry House from House Agricultural Consultants ("House") reviewed the IS/MND and concluded that it fails to adequately evaluate the Project's impacts on agricultural resources. As discussed below, House concluded that the MND failed to comply with CEQA's requirements to analyze impacts on agricultural resources and failed to comply with the general-plan policies of the City of San Jacinto. An EIR is required to disclose and mitigate these impacts.

A. **The MND Fails to Adequately Analyze Impacts to Agricultural Resources**

i. Conversion of Prime Farmland and Farmland of Statewide Importance

The Project is located on Prime Farmland and Farmland of Statewide importance. (Exhibit C, pp. 1-2.) The MND expressly acknowledges that the Project will convert these agricultural resources into urban uses but, nevertheless, concludes that the impact is less than significant because the City's General Plan anticipates future urban development on the site. (*Id.*)

As House explains, this conclusion is legally insufficient. (Ex. C, pp. 1-2.) CEQA requires an analysis of whether a project will convert Prime Farmland of Statewide Importance into nonagricultural uses. (*Id.*) The General Plan's anticipation of future urban development on the site does not eliminate the environmental impact of converting agricultural land, no does it satisfy CEQA's requirement to analyze the impacts of that conversion. However, the MND asserts that the General Plan's designation makes the impacts of that conversion less than significant, without providing any analysis supporting that conclusion. (*Id.*) This conclusory reasoning violates CEQA's requirements. Courts have held that the baseline for CEQA analysis must be the "existing physical conditions in the affected area." *Communities for a Better Env't v. S. Coast Air Quality Mgmt. Dist.*, 48 Cal. 4th 310, 320. Therefore, it is improper for the City to utilize the potential future conditions of the site predicated on the General Plan's designation as the baseline for analysis.

The General Plan is not the CEQA baseline. For example, in *Woodward Park*, a developer proposed building a 477,000–square–foot office park and shopping center on a vacant lot. The existing zoning and plan designations allowed a 694,000–square–foot facility to be built there. (*Woodward Park Homeowners Assn., Inc. v. City of Fresno* (2007) 149 Cal. App. 4th 683, 698.) The EIR, for the most part, compared the proposed project's impacts on traffic congestion and air pollution with the larger, hypothetical development allowed by the applicable zoning and plans rather than with the vacant lot or the existing physical situation. (*Id*. at pp. 707–708, 58.) The court concluded that the "hypothetical office park was a legally incorrect baseline," that the EIR "failed to use the existing physical environment as the environmental baseline, and [that] none of the city's or [developer's] arguments show[ed] that any other baseline was permissible." (*Id*. at pp. 691, 711; see also, *Madera Oversight Coal., Inc. v. Cty. of Madera* (2011) 199 Cal. App. 4th 48, 91.)

The analysis must be centered on the existing conditions of the site: Prime Farmland and Farmland of Statewide Importance. An EIR must be prepared to analyze the impacts on agricultural resources.

ii. Failure to consider cumulative impacts

CEQA requires that agencies evaluate whether a project's incremental contribution to environmental impacts is cumulatively considerable. Here, the MND acknowledges that the Project will convert Prime Farmland and Farmland of Statewide Importance, but fails to analyze the Project's contribution to the ongoing cumulative conversion of agricultural lands within the region.

The MND fails to analyze regional farmland conversion trends or to identify other approved or reasonably foreseeable development projects for the purpose of assessing the cumulative loss of agricultural resources. Instead, the MND merely concludes that there would be no off-site conversion of farmland because the construction would remain within the Project footprint. (Ex. C, p. 2.) This is a misunderstanding of CEQA's required cumulative impacts inquiry. The relevant inquiry is not whether the Project extends beyond its boundaries, but rather if the conversion contemplated by the Project contributes to the broader cumulative loss of agricultural resources throughout a region in such a way that it is cumulatively considerable. (*Id.*) An EIR is required to analyze and mitigate the cumulative impact to agricultural resources.

iii. Failure to incorporate proper mitigation

The MND also fails to incorporate feasible and readily available mitigation measures. As explained by House, agricultural conversation easements ("ACEs") are the accepted method of mitigating permanent farmland conversion in California and are regularly required to offset the loss of Prime Farmland and Farmland of Statewide Importance, like the loss caused by this Project. (Exhibit C, pp. 2-3.) House concludes that the purchase of an ACE could reduce the

impact the lost farmland to less-than-significant. (*Id.*)

However, rather than analyzing this mitigation measure, the MND simply concludes that no mitigation is required because, as discussed above, the General Plan anticipated urban development at the Project site. Based on the failure to analyze and implement this feasible mitigation measure, an EIR is required to analyze and mitigate the impact to agricultural resources.

B. The MND Fails to Demonstrate Consistency with the City's General Plan

The MND fails to demonstrate consistency with the City of Jacinto General Plan's policies around the protection of agricultural resources. Under CEQA, an environmental document must "discuss any inconsistencies between the proposed project and applicable general plans, specific plans, and regional plans." CEQA Guidelines § 15125(d). House concludes that the MND conflicts with multiple General Plan policies intended to protect agricultural resources and minimize the conversion of farmland.

Specifically, the General Plan encourages redevelopment and infill projects that reduce development pressure on agricultural lands and calls on the City to work with landowners to maintain land in agricultural production where feasible. (Ex. C, p. 3.)

Additionally, as House explains, the MND does not evaluate whether feasible alternatives or mitigation measures could further the General Plan's policies to reduce the permanent loss of productive agriculture. (Ex. C, p. 3.) Instead, it merely concludes no mitigation is required because of the General Plan's anticipation of future urban development. (*Id.*) By selectively relying on the General Plan's land use designation while ignoring its agricultural resource policies, the MND fails to provide the adequate analysis required under CEQA.

IV. An EIR is Required to Adequately Disclose and Mitigate the Project's Significant Impacts to Biological Resources.

Expert wildlife ecologist Dr. Shawn Smallwood, Ph.D., found several deficiencies in the MND's analysis of the Project's impacts on wildlife. Dr. Smallwood's comment and CV are attached as Exhibit D. As discussed below, Dr. Smallwood provides substantial evidence that the MND failed to accurately characterize the Project's environmental setting, failed to adequately analyze significant impacts to wildlife, failed to provide adequate mitigation measures, and failed to properly respond to comments on biological resources. As a result, there is a fair argument that the Project will have significant impacts to biological resources.

A. The MND fails to accurately characterize the Project's environmental setting

Dr. Smallwood's associate Noriko Smallwood conducted surveys of the Project site by walking the site's perimeters where accessible, scanning for wildlife with binoculars, and utilizing an acoustic bat detector. (Ex. D, p. 2.) On March 28, 2026, she conducted a diurnal survey for 2.57 hours (*Id.*) On March 29, 2026, she conducted a diurnal survey for 0.58 hours and a nocturnal survey for 2.58 hours. During her surveys, Ms. Smallwood observed 42 species of vertebrate wildlife utilizing the Project site, seven of which are special-status species including Tricolored blackbird, Canyon Bat, Cooper's Hawk, and California Gull, among others. (*Id.* at pp. 9-10.) Combined with the species identified during the biological studies prepared for the Project, at least four special-status species depend on the Project site as habitat. (*Id*. at pp. 15-16.)

Dr. Smallwood's found that the site hosted multiple special-status species, including the tricolored blackbird, which is listed as Threatened under the California Endangered Species Act. Dr. Smallwood also explains that the MND states that "[n]o candidate, sensitive, or special-status species are expected to occur on the Proposed Project Site," despite the underlying biological report documenting four special-status species and Dr. Smallwood's surveys identifying additional special-status species utilizing the site. (Ex. D, pp. 15-16.) Given Dr. Smallwood's conclusion that the MND failed to accurately characterize the environmental setting, including the occurrence likelihoods of special-status species, the Project's description of the environmental setting is insufficient. The City must prepare an EIR to analyze this discrepancy and it's impacts on those special-status species.

B. The MND fails to adequately analyze the project's impacts on wildlife habitat loss and fragmentation, wildlife-vehicle collisions, and cumulative impacts.

Based on Ms. Smallwood's observations at the Project site and Dr. Smallwood's extensive knowledge on wildlife habitat, wildlife movement, and conservation of special-status species, Dr. Smallwood concluded that the MND failed to adequately address and mitigate numerous significant impacts to biological resources, including significant habitat loss, interference with wildlife movement, wildlife-vehicle collisions, and cumulative impacts. (Ex. D, pp. 29-40.) Accordingly, there is a fair argument that there will be significant impacts to biological resources, and the City must prepare and circulate an EIR.

1. <u>Habitat loss and lost reproductive capacity</u>.

Dr. Smallwood determined that the Project will adversely impact the 55 species of vertebrate wildlife observed on the Project site. (Ex. D, p. 29.) However, the extent to which this habitat loss will impact avian nest sites was not analyzed in the MND. The loss of habitat would lead to a loss of nesting sites for birds, which will result in lost reproductive capacity. (*Id.* at 30.)

Dr. Smallwood predicts that the Project would result in "the loss of 145 nest sites and 202 nest attempts per year" (*Id.*) The loss of nests, in turn, would result in the loss of 659 birds each year (*Id.*) Dr. Smallwood concludes "The loss of 659 birds per year would be a loss of significant habitat value that is currently provided by the project site. Most is not all these birds are protected by the federal Migratory Bird Treaty Act and by California's Migratory Bird Protection Act, both of which are intended to most strongly protect breeding migratory birds." (*Id.* at 31.) The loss of 659 birds every year is a significant impact that requires analysis and mitigation through an EIR.

2. Wildlife-vehicle Collisions

Dr. Smallwood determined that the Project would result in significant wildlife mortality due to wildlife-vehicle collisions. He notes that "Project-generated traffic would endanger wildlife that must, for various reasons, cross roads used by the project's traffic" (Ex. D, p. 31.) The Project is predicted to generate 4,772,698 annual vehicle miles traveled (VMT) from trucks and autos. Dr. Smallwood predicts that Project-generated traffic from this site would amount to about 6,101 vertebrate wildlife fatalities every year. (*Id.* at 33.) Though 6,101 vertebrate wildlife fatalities per year is significant, the MND fails to analyze this potential impact or seek to mitigate it. Dr. Smallwood concludes that mitigation measures to "improve wildlife safety along roads are available and are feasible" and that the EIR needs to analyze their feasibility with the Project. (*Id.* at 35.) Accordingly, there is substantial evidence supporting a fair argument that this Project will have a significant impact on wildlife movement, and those impacts need to be studied and mitigated in an EIR.

3. Cumulative Impacts

Finally, Dr. Smallwood concluded that the EIR utilized a flawed cumulative impacts analysis. He notes that the EIR "relies on the notion that mitigation measures to reduce direct and indirect project impacts also reduce the projects contributions to cumulative impacts to less than significant" which is "inconsistent with CEQA's definition of cumulative impacts" because the Project can still "incrementally contribute to the effects of other projects for a significant cumulative impact." (Ex. D, p. 34.)

Indeed, a cumulative impact determination should be based on an analysis of the Project's incremental effects "viewed in connected with the effects of past projects, the effects of other current projects, and the effects of probable future projects." (14 CCR § §15065(a)(3).) However, the EIR does not address any other past, present, or future projects. As noted by Dr. Smallwood, the EIR concludes that the proposed mitigation measures reduce cumulative impacts to less than significant with no discussion of other projects. (Ex. D, p. 34.) This flawed method is directly

counter to CEQA's required analysis of cumulative impacts. Rather than evaluating the Project's incremental contribution to cumulative impacts in the context of other past, present, and reasonably foreseeable future projects, the MND simply concludes that mitigation measures reduce cumulative impacts to less than significant. (*Id.*) As Dr. Smallwood explains, this reasoning is inconsistent with CEQA's cumulative impacts requirement because it fails to evaluate whether the Project's incremental contribution is cumulatively considerable. (*Id.*) Accordingly, substantial evidence supports a fair argument that the MND fails to adequately analyze cumulative biological impacts, requiring the preparing of an EIR.

C. The MND Fails to Adopt or Evaluate Feasible Mitigation Measures for Significant Biological Impacts

CEQA requires adoption of all feasible mitigation measures capable of substantially lessening potentially significant impacts. Dr. Smallwood concludes that the MND fails to satisfy that requirement because it does not evaluate feasible and available mitigation measures related to habitat loss, wildlife-vehicle collisions, impacts to special-status species, and cumulative impacts. (Ex. D, pp. 35-40.) Instead, the MND relies on generalized mitigation measures that do not address the magnitude of the Project's anticipated impacts. (*Id.*) Accordingly, the MND fails to demonstrate that the Project's impacts can be reduced to a less-than-significant level, requiring the preparation of an EIR.

CONCLUSION

There is substantial evidence of a fair argument that this Project will have significant impacts on air quality, greenhouse gas emissions, indoor air quality, agricultural resources, and biological resources. Accordingly, SAFER respectfully requests that the City Council refrain from approving the Project until an EIR is created to adequately analyze and mitigate the impacts raised in this comment.

Thank you for your attention to these comments.

Sincerely,



Aleja Cretcher
Lozeau | Drury LLP

EXHIBIT A

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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April 8, 2026

Richard Drury
Lozeau | Drury LLP
1939 Harrison Street, Suite 150
Oakland, California 94612

Subject: Comments on the Chacon Farms Project (SCH No. 2025101241)

Dear Mr. Drury,

We have reviewed the October 2025 Draft Initial Study/Mitigated Negative Declaration ("IS/MND") for the Chacon Farms Project ("Project") located in the City of San Jacinto ("City"). The Project proposes to construct 419 single family residential lots on the 75.7-acre site.

Our review concludes that the IS/MND fails to adequately evaluate the Project's air quality and greenhouse gas impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project may be underestimated and inadequately addressed. An Environmental Impact Report ("EIR") should be prepared to adequately assess and mitigate the potential air quality and greenhouse gas impacts that the Project may have on the environment.

Air Quality

Unsubstantiated Input Parameters Used to Estimate Project Emissions

When reviewing the Project's CalEEMod output files, provided in the Air Quality, Greenhouse Gas, and Energy Impact Study ("AQ Study") as Appendix A-1 to the IS/MND, we identified several model inputs related to Project construction that are inconsistent with information disclosed in the IS/MND. An EIR should be prepared to include an updated air quality analysis that provides a more detailed evaluation of the impact that construction and operation of the Project may have on local and regional air quality.

Unsubstantiated Changes to Land Use Size

Review of the CalEEMod output files demonstrates that the "Chacon Farms Detailed Report" model includes 817,050-SF and 63.4 acres of "Single Family Housing" (see screenshot below) (Appendix A-1, pp. 75).

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	419	Dwelling Unit	63.4	817,050	4,907,687	—	1,353	—

While the IS/MND proposes to develop 419 single family residential lots, the IS/MND does not specify the square footage of the proposed building area. The IS/MND states:

> "The Project involves subdividing 75.7 gross acres into 419 single family residential lots, four open space lots (Tentative Tract Map 39076), as shown on Figure 4: Site Plan Schematic, TTM 30926. The lots generally range in size from 4,500 square feet (SF) to 6,500 SF as shown in Appendix I: Planned Development Permit" (p. 16-17).

As indicated above, the IS/MND only includes the range in square footage for the proposed residential lots. The residential square footage included in the model is thus unsupported and may be underestimated. Additionally, the model includes only 63.4 acres of total land use while the IS/MND indicates that the Project site encompasses 75.7 acres (p. 16-17). The modeled lot acreage is therefore underestimated by approximately 12.3 acres.[1]

This underestimation presents an issue, as the land use size feature is used throughout CalEEMod to determine default variable and emission factors that affect the model's calculations. The square footage of each land use is used for certain calculations such as architectural coatings and energy use.[2] Additionally, the lot acreage of the proposed Project is used to assign construction default data such as grading, site preparation, and off-road equipment lists.[3] By potentially underestimating the size of the proposed housing and the acreage of the Project site, the model may underestimate the Project's construction and operational emissions and should not be relied upon to determine Project significance.

Unsubstantiated Amount of Required Demolition

Review of the CalEEMod output files demonstrates that the "Chacon Farms Detailed Report" model includes 28,500-SF of demolition debris (see screenshot below) (Appendix A-1, pp. 135).

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (Building Square Footage)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	28,500	—
Site Preparation	—	—	60.0	0.00	—
Grading	253,203	—	330	0.00	—
Paving	0.00	0.00	0.00	0.00	4.62

Regarding the existing land uses, the IS/MND states:

[1] Calculated: (75.7 proposed lot acreage) – (64.4 acres modeled of "Single Family Housing" space) = 12.3 underestimated lot acreage.
[2] "CalEEMod User Guide." CAPCOA, April 2022, available at: https://www.caleemod.com/documents/user-guide/01_User%20Guide.pdf, p. 30.
[3] "CalEEMod User Guide." CAPCOA, April 2022, available at: https://www.caleemod.com/documents/user-guide/01_User%20Guide.pdf, p. 30, 35.

> "The Project Site is currently occupied by Chacon Farms and Bruno Ranches agricultural operations. Two single-family residential uses occupied by caretakers are also located on the Proposed Project Site" (p. 10).

However, the IS/MND fails to further specify the total square footage associated with the existing land uses that need to be demolished. The amount of demolition material inputted into the model may thus be underestimated and we cannot verify that only 28,500-SF would be demolished during Project construction.

This potential underestimation presents an issue, as demolition material is used to calculate emissions associated with fugitive dust, debris removal, as well as exhaust from hauling trucks traveling to and from the Project site.[4] By including an unsubstantiated amount of demolition, the model may underestimate the Project's construction-related emissions and should not be relied upon to determine Project significance.

All-Electric Building Design Should Be Incorporated as Mitigation

Review of the CalEEMod output files demonstrates that "Chacon Farms Detailed Report" model includes changes to the default number of hearths and energy use values (see screenshot below) (Appendix A-1, pp. 147).

Screen	Justification
Land Use	Per site plan
Construction: Construction Phases	Adjusted for 2028 opening year
Operations: Hearths	No woodstoves
Operations: Energy Use	Project will be all electric

As previously stated, the CalEEMod User's Guide requires any changes to model defaults be justified.[5] The justifications provided for these changes are:

> "No woodstoves" and the "Project will be all electric" (Appendix A-1, pp. 147).

While the justification for the changes to hearths only references woodstoves—whose removal is substantiated pursuant to South Coast Air Quality Management District ("SCAQMD") Rule 445—we take issue with the apparent removal of gas-powered hearths from the model. In regard to the Project's natural gas usage, the IS/MND states that "[t]he Project will be 100 percent electric and will not require natural gas" (p. 70).

However, the assumption that the Project will be all-electric in the model remains unsupported until the IS/MND incorporates an all-electric building design as mitigation. According to the Association of Environmental Professionals ("AEP") *CEQA Portal Topic Paper* on mitigation measures:

[4] "CalEEMod User Guide." CAPCOA, April 2022, available at: https://www.caleemod.com/documents/user-guide/01_User%20Guide.pdf, p. 38.
[5] "CalEEMod User Guide." CAPCOA, April 2022, available at: https://www.caleemod.com/documents/user-guide/01_User%20Guide.pdf, p. 13, 14.

> "While not 'mitigation', a good practice is to include those project design feature(s) that address environmental impacts in the mitigation monitoring and reporting program (MMRP). Often the MMRP is all that accompanies building and construction plans through the permit process. If the design features are not listed as important to addressing an environmental impact, it is easy for someone not involved in the original environmental process to approve a change to the project that could eliminate one or more of the design features without understanding the resulting environmental impact."[6]

As demonstrated above, PDFs that are not formally included in a mitigation monitoring and reporting program ("MMRP") may be eliminated from the Project's design altogether. Until an all-electric Project design is incorporated as a formal mitigation measure, we cannot fully guarantee that it would be implemented on the Project site and the model should not be relied upon to determine Project significance.[7]

Greenhouse Gas

Failure to Adequately Evaluate Greenhouse Gas Impacts

The IS/MND estimates that the Project would generate net annual greenhouse gas ("GHG") emissions of 5,354 metric tons of carbon dioxide equivalents per year ("MT CO_2e/year") or 3.957 metric tons of carbon dioxide equivalents per service population per year ("MT CO_2e/SP/year") (see excerpt below) (p. 87, Table 22).

[6] "CEQA Portal Topic Paper Mitigation Measures." AEP, 2025, *available at:* https://ceqaportal.org/downloadtp.cfm?file=CEQA+Mitigation_2025+Update.pdf&token=6DCD87B3-CE3F-C7FA-159B26B39185CF33, p. 6, (membership required).

[7] "CEQA Portal Topic Paper Mitigation Measures." AEP, 2025, *available at:* https://ceqaportal.org/downloadtp.cfm?file=CEQA+Mitigation_2025+Update.pdf&token=6DCD87B3-CE3F-C7FA-159B26B39185CF33, p. 6, (membership required).

Table 22: Opening Year Unmitigated Project-Related Greenhouse Gas Emissions

Category	Greenhouse Gas Emissions (Metric Tons/Year)[1]						
	Bio-CO2	Non Bio-CO_2	CO_2	CH_4	N_2O	R	CO_2e
Area Sources[2]	0.00	7.21	7.21	0.00	0.00	0.00	7.23
Energy Usage[3]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mobile Sources[4]	0.00	4,873.00	4,873.00	0.21	0.23	6.35	4,954.00
Solid Waste[5]	34.20	0.00	34.20	3.42	0.00	0.00	120.00
Water[6]	5.41	150.00	155.41	0.56	0.01	0.00	174.00
Refrigeration	0.00	0.00	0.00	0.00	0.00	0.97	0.97
Construction[7]	0.00	95.24	95.24	0.00	0.01	0.07	97.95
Total Emissions	39.61	5,124.01	5,163.62	4.19	0.25	7.39	5,354.15
Service Population							1,353
Total Emissions per Service Population (MTCO2e/yr/SP)							3.957
2027 Interpolated SCAQMD Threshold (MTCO2e/yr/SP)							3.960
Exceeds Threshold?							No

Notes:
1 Source: CalEEMod Version 2022.1.1.22
2 Area sources consist of GHG emissions from consumer products, architectural coatings, and landscape equipment.
3 Energy usage consist of GHG emissions from electricity and natural gas usage.
4 Mobile sources consist of GHG emissions from vehicles.
5 Solid waste includes the CO_2 and CH_4 emissions created from the solid waste placed in landfills.
6 Water includes GHG emissions from electricity used for transport of water and processing of wastewater.
7 Construction GHG emissions based on a 30-year amortization rate.

The IS/MND thus concludes that the Project would result in a less-than-significant GHG impact, stating:

> "The Project would be below the 2027 interpolated SCAQMD threshold of 3.96 metric tons of CO_2e per service population, and therefore the Project would have a less than significant impact" (p. 87).

However, the IS/MND's analysis, as well as the subsequent less-than-significant impact conclusion, is unsupported for two reasons.

First, the use of a 2027 interpolated threshold is not supported by any relevant local or state guidance and therefore lacks substantial evidence as required under CEQA. The SCAQMD provides service population efficiency thresholds of 4.8- and 3.0-MT CO_2e/SP/year for years 2020 and 2035, respectively.[8] The IS/MND, however, interpolates between these two benchmarks to derive a Project-specific threshold for the Project's operational year, stating:

> "The Project was compared to the Tier 4 per service population threshold, interpolated for opening year 2027 at 3.96 MTCO2e per year per service population" (p. 86).

The IS/MND's creation of its own 2027 threshold is wholly unsubstantiated, as neither SCAQMD guidance nor any identified state-level guidance recommends, endorses, or even discusses the interpolation of thresholds between benchmark years. Absent such support, the use of the 3.96 MT

[8] "Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #15." SCAQMD, September 2010, *available at:* http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-minutes.pdf, p. 2.

CO_2e/SP/year threshold is incorrect and the IS/MND's less-than-significant GHG impact conclusion should not be relied upon.

Second, the difference between the Project's estimated emissions of 3.957 MT CO_2e/SP/year and the asserted threshold of 3.96 MT CO_2e/SP/year is only 0.003 MT CO_2e/SP/year, which is not only negligible but also exceeds the precision of CalEEMod itself. CalEEMod reports GHG emissions estimates with a maximum of 2 decimal points and any value carried to a third decimal place is not supported by the model calculations.

Moreover, the SCAQMD service population efficiency thresholds themselves are expressed using two significant figures. Accordingly, the Project's estimated emissions should be rounded and compared using the same level of precision as the comparable thresholds. Applying greater precision than the applicable threshold is methodologically improper. Thus, when using two significant figures (in this case rounding to one decimal place), the Project's estimated emissions equal 4.0 MT CO_2e/SP/year, exceeding the SCAQMD 2035 threshold as well as the unsupported 2027 interpolated threshold (see table below).

IS/MND Service Population Efficiency Values

Proposed Project	**GHG Emissions**
Service Population Efficiency (MT CO_2e/SP/year)	4.0
2027 Interpolated Threshold	4.0*
SCAQMD 2035 Threshold	3.0
Exceeds?	***Yes***

* The IS/MND's interpolated 2027 threshold of 3.96 rounded to two significant figures.

As demonstrated above, the Project's service population efficiency value exceeds the SCAQMD 2035 efficiency target of 3.0 MT CO_2e/SP/year and the 2027 interpolated threshold of 3.96 MT CO_2e/SP/year, indicating a potentially significant impact not previously identified or addressed by the IS/MND. As a result, the IS/MND's less-than-significant GHG impact conclusion is unsupported. An EIR should be prepared, including an updated GHG analysis and incorporating additional mitigation measures to reduce the Project's GHG emissions to less-than-significant levels.

Mitigation

Feasible Mitigation Measures Available to Reduce Emissions

The IS/MND is required under CEQA to implement all feasible mitigation to reduce the Project's potential impacts. As demonstrated in the sections above, the Project would result in potentially significant GHG impacts that should be mitigated further.

To reduce the GHG emissions associated with the Project, we recommend several mitigation measures as listed below. The Southern California Association of Governments' Certified Final Program

Environmental Impact Report for Connect SoCal 2024 recommends the following Project-level greenhouse gas quality mitigation measures: [9]

- Integrate green building measures consistent with CALGreen (California Building Code Title 24), local building codes and other applicable laws, into project design including:
    - Use energy efficient materials in building design, construction, rehabilitation, and retrofit.
    - Install energy-efficient lighting, heating, and cooling systems (cogeneration); water heaters; appliances; equipment; and control systems beyond Title 24 minimum requirements.
    - Reduce lighting, heating, and cooling needs by taking advantage of light-colored roofs, trees for shade, and sunlight.
    - Incorporate passive environmental control systems that account for the characteristics of the natural environment.
    - Use high-efficiency lighting and cooking devices.
    - Incorporate passive solar design.
    - Use high-reflectivity building materials and multiple glazing.
    - Use no gas-powered landscape maintenance equipment.
    - Install alternative fuel (i.e., electric, hydrogen-fueled, etc.) vehicle charging and fueling stations.
    - Encourage projects to reduce natural gas infrastructure in buildings and/or reduce the use of natural gas appliances, with exceptions for limited uses.
- Measures that encourage transit use, carpooling, bike-share and car-share programs, active transportation, and parking strategies, including, but not limited to the following:
    - Promote transit-active transportation coordinated strategies.
    - Increase bicycle carrying capacity on transit and rail vehicles.
    - Improve or increase access to transit.
    - Increase access to common goods and services, such as groceries, schools, day care, and medical care.
    - Incorporate the neighborhood electric vehicle network.
    - Orient the project toward transit, bicycle and pedestrian facilities.
    - Improve pedestrian or bicycle networks or transit service.
    - Provide traffic calming measures.
    - Limit or eliminate park supply.
    - Provide parking cash-out programs.
    - Implement or provide access to commute reduction program.
- Incorporate bicycle and pedestrian facilities into project designs, maintaining these facilities, and providing amenities incentivizing their use; and planning for and building local bicycle projects that connect with the regional network.
- Improving transit access to rail and bus routes by incentives for construction and transit facilities within developments, and/or providing dedicated shuttle service to transit stations.

[9] "Certified Final Program Environmental Impact Report for Connect SoCal 2024." SCAG, May 2020, *available at:* https://scag.ca.gov/program-environmental-impact-report-0.

- Adopt employer trip reduction measures to reduce employee trips such as vanpool and carpool programs, provide end-of-trip facilities, and telecommuting programs.
- Designate a percentage of parking spaces for ride-sharing vehicles or high-occupancy vehicles and provide adequate passenger loading and unloading for those vehicles.
- Require at least five percent of all vehicle parking spaces include electric vehicle charging stations, or at a minimum, require the appropriate infrastructure to facilitate sufficient electric charging for passenger vehicles and trucks to plug-in.
- Implement preferential parking permit program.
- Encourage telecommuting and alternative work schedules.
- Implement commute trip reduction marketing.
- Price workplace parking.

We want to emphasize that projects should prioritize the use of on-site renewable energy to reduce GHG emissions. In particular, the installation of solar photovoltaic (PV) energy systems is an effective strategy to reduce project-related emissions and is consistent with recommendations in CARB's 2022 Scoping Plan.[10]

CARB's 2022 Scoping Plan further recommends that new residential projects "[use] all-electric appliances without any natural gas connections and [do] not use propane or other fossil fuels for space heating, water heating, or indoor cooking" in order to reduce Project-related GHG emissions. [11]

Furthermore, CEQA Guidelines 15126.4 (c)(3) include "[o]ffsite measures, including offsets that are not otherwise required, to mitigate a project's emissions" as an option for GHG mitigation.[12] An example of this was in the case of the Oakland Sports and Mixed-Use Project, where off-site reduction measures in the neighboring communities were recommended.[13] We recommend consideration of local carbon offset programs to reduce the Project's GHG impacts as a measure of last result.

Provided above are several mitigation measures that would reduce Project-related GHG emissions. These measures offer a cost-effective, feasible way to incorporate lower-emitting design features into the proposed Project, which subsequently reduce emissions released during Project construction and operation.

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[10] "2022 Scoping Plan For Achieving Carbon Neutrality" CARB, November 2022, *available at*: https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-appendix-d-local-actions.pdf, Appendix D, p. 26.
[11] "2022 Scoping Plan For Achieving Carbon Neutrality" CARB, November 2022, *available at*: https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-appendix-d-local-actions.pdf, Appendix D, p. 23, Table 3.
[12] "Cal. Code Regs. tit. 14 § 15126.4." CEQA Guidelines, May 2024, *available at*: https://casetext.com/regulation/california-code-of-regulations/title-14-natural-resources/division-6-resources-agency/chapter-3-guidelines-for-implementation-of-the-california-environmental-quality-act/article-9-contents-of-environmental-impact-reports/section-151264-consideration-and-discussion-of-mitigation-measures-proposed-to-minimize-significant-effects.
[13] "Cal. Pub. Resources Code § 21168.6.7." 2023, *available at*: https://casetext.com/statute/california-codes/california-public-resources-code/division-13-environmental-quality/chapter-6-limitations/section-2116867-oakland-sports-and-mixed-use-project-conditions-for-approval-certification-of-project-for-streamlining.

An EIR should be prepared that includes all feasible mitigation measures, as well as an updated GHG analysis to ensure that the necessary mitigation measures are implemented to reduce emissions to the maximum extent feasible. The EIR should also demonstrate a commitment to the implementation of these measures prior to Project approval, to ensure that the Project's potentially significant emissions are reduced to the maximum extent possible.

Disclaimer

SWAPE has received limited documentation regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,



Matt Hagemann, P.G., C.Hg.



Paul E. Rosenfeld, Ph.D.

Attachment A: Matt Hagemann CV
Attachment B: Paul Rosenfeld CV

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Matthew F. Hagemann, P.G., C.Hg.

- **Geologic and Hydrogeologic Characterization, Investigation and Remediation Strategies**
- **Industrial Stormwater Compliance**
- **CEQA Review**
- **Expert Testimony**

Professional Certifications:
California Professional Geologist, P.G.
California Certified Hydrogeologist, C.Hg.

Education:
M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Experience:
30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. Spent nine years with the U.S. EPA in the Resource Conservation Recovery Act (RCRA) and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where I identified emerging threats to groundwater. While with EPA, I served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. Led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, I developed extensive client relationships and has managed complex projects that include consultations as an expert witness and a regulatory specialist, and managing projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions held include:

Government:
Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);

Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
Geologist, U.S. Forest Service (1986 – 1998).

Educational:
Geology Instructor, Golden West College, 2010 – 2104, 2017;
Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
Instructor, College of Marin, Department of Science (1990 – 1995).

Private Sector:
Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);
Executive Director, Orange Coast Watch (2001 – 2004);
Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, responsibilities have included:

- Lead analyst and testifying expert, for both plaintiffs and defendants, in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards.
- Recommending additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce exposure to hazards from toxins.
- Stormwater analysis, sampling and best management practice evaluation, for both government agencies and corporate clients, at more than 150 industrial facilities.
- Serving as expert witness for both plaintiffs and defendants in cases including contamination of groundwater, CERCLAcompliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns, for both government agencies and corporate clients.
- Lead analyst and testifying expert in the review of environmental issues in license applicationsfor large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking

water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.
- Lead author for a multi-volume remedial investigation report for an operating school in LosAngeles that met strict Sate of California regulatory requirements.
- Development of strategic approaches for cleanup of contaminated sites in consultation withclients and regulators.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities included:

- Leading efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiating a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identifying emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. Used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. Prepared geologic reports, conducted hearings, and responded to public comments from residents who were very concerned about the impact of designation.
- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Served as a hydrogeologist with the RCRA Hazardous Waste program. Duties included:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliancewith Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S.EPA legal counsel.

- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexicoand advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation- wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served as senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advising the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinkingwater supplies.
- Shaping EPA's national response to these threats by serving on workgroups and by contributingto guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improving the technical training of EPA's scientific and engineering staff.
- Earning an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Establishing national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities included:

- Mapping geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinating research with community stakeholders who were concerned with natural resource protection.
- Characterizing the geology of an aquifer that serves as the sole source of drinking water for thecity of Medford, Oregon.

As a consultant with Dames and Moore, led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large RCRA hazardous waste site in eastern Oregon.

Duties included the following:

- Supervising year-long effort for soil and groundwater sampling.
- Conducting aquifer tests.
- Investigating active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.
- Part time geology instructor at Golden West College in Huntington Beach, California from 2010 to 2014 and in 2017.

Summary of Testimony Experience Over Past Four Years

In Re New Jersey Department of Environmental Protection et al. vs. E.I. DuPont de Nemours and Company, in the United States District Court, District of New Jersey, Civil Action No. 1:19-cv-14766-RMB-JBC. Deposition in 2025. Representing Plaintiffs in matters regarding contamination of groundwater, wastewater, soil, and air with per- and poly-fluoroalkyl substances.

In Re Edmond Asher, et al., vs. RTX Corporation (f/k/a Raytheon Technologies Corporation, et al.) in the County of Huntington Superior Court, Indiana, Cause number 35D01-2006-CT-000338. Deposition in 2024. Representing Plaintiffs in matters regarding contamination of groundwater and soil vapor with trichlorethylene.

In Re Wright vs Consolidated Rail Corporation In the Circuit Court of Cook County, Illinois, Case No: 21L3966. Deposition in 2023, Representing Plaintiff in matters involving groundwater and drinking water contamination of perchloroethylene, trichlorethylene, 1,2-dichloroethane, and carbon tetrachloride.

In Re Behr Dayton Thermal Products LLC In the United States District Court for the Southern District of Ohio Western Division at Dayton, Case No: 08-cv-326. Deposition in 2022. Representing Plaintiff in matters regarding contamination of groundwater and indoor air with perchloroethylene and trichloethelene.

Orange County Water District vs. Sabic Innovative Plastics US, LLC, et al. In the Court of Appeal, Fourth District,

Division 1, California, Case No: D070553. Deposition in 2020. Representing Plaintiff in matters involving compliance with The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
Los Angeles Waterkeeper vs. AAA Plating and Inspection, Inc. In the United States District Court for the Central District of California, Case No: No. CV 18-5916 PA (GJSx). Deposition in 2019. Expert witness representing Plaintiff in matters involving contaminated stormwater runoff at an industrial facility in Compton, California.

Californians for Alternatives to Toxics vs. Schneider Dock and Intermodal Facility. In the United States District Court for the Northern District of California, Case No: 3:17-cv-05287-JST. Deposition in 2019. Expert witness representing Plaintiff in matters involving contaminated stormwater runoff at an industrial facility in Eureka, California.

Bells et al. vs. The 3M Company et al. In the United States District Court for the District of Colorado, Case No: 1:16-CV-02531-RBJ. Deposition in 2018. Expert witness representing Plaintiff on matters regarding the general hydrogeological conditions present in an area impacted by per- and poly-fluoroalkyl substances.

Ungar vs. Foundation for Affordable Housing. In the Superior Court, State of California, Los Angeles County, Case No. BC628890 Deposition in 2017. Expert witness representing defendant on matters involving alleged drinking water contamination.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S.EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making andPublic Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins atschools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBEReleases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells.

Presentation to the Ground Water and Environmental Law Conference, National GroundwaterAssociation.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Waterin Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Waterin the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to atribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to ameeting of tribal representatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking WaterSupplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant.Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting ofthe National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to ameeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to AddressImpacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater(and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA andState Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublishedreport.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground StorageTanks.

Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal WatercraftUsage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George WrightSociety Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval AirStation, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui,October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Airand Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Basesin California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:
Selected as subject matter expert for the California Professional Geologist licensing examinations,2009-2011.

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Focus on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years of experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Rosenfeld, P.E., Spaeth, K.R., McCarthy, S.J. *et al.* Camp Lejeune Marine Cancer Risk Assessment for Exposure to Contaminated Drinking Water From 1955 to 1987. *Water Air Soil Pollut* **235**, 124 (2024). https://doi.org/10.1007/s11270-023-06863-y.

Rosenfeld P.E., Spaeth K.R., Remy L.L., Byers V., Muerth S.A., Hallman R,C., Summers-Evans J., Barker S. (2023) Perfluoroalkyl substances exposure in firefighters: Sources and implications, *Environmental Research*, Volume 220, https://doi.org/10.1016/j.envres.2022.115164.

Rosenfeld P.E. and Spaeth K.R., (2023) Authors' Response to Letter to the Editor from Bullock and Ramacciotti, *Water Air Soil Pollution* Volume 234, https://doi.org/10.1007/s11270-023-06165-3

Rosenfeld P. E., Spaeth K., Hallman R., Bressler R., Smith, G., (2022) Cancer Risk and Diesel Exhaust Exposure Among Railroad Workers. *Water Air Soil Pollution.* **233,** 171.

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P**., (2015) Modeling the Effect of Refinery Emission On Residential Property Value. *Journal of Real Estate Research*. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.,** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Cheremisinoff, N.P., **Rosenfeld, P.E.** Davletshin, A.R. (2008). ***Responsible Care***. Gulf Publishing. Texas.

Tam L. K., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy of Odour Wheels for Odours of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme for The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004*. New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated with Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality.* 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affects on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld. (**1998). Compost Amendment Handbook for Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation on St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Master's thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelor's Thesis. University of California.

Presentations:

Rosenfeld, P.E., "The science for Perfluorinated Chemicals (PFAS): What makes remediation so hard?" Law Seminars International, (May 9-10, 2018) 800 Fifth Avenue, Suite 101 Seattle, WA.

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (20-22 July (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted at University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus on Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water and Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model for PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium on Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium on Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting for Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington.

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation with High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation with High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. The course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate the effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate the effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate the effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the District Court of Harris County Texas
Mt Davis Interest, Inc v Sesco Cement Corp
Cause No 2023-26512
Trial 6-6-2-25

In the United States Southern District of New York
Gallo vs Avon Products Inc., et al
Civil Action No.: 1:23-cv-2023
Deposition 4-24-2025

In Vanderburgh Superior Court 5, County of Vanderburgh, Indiana
Markello v CSX
Civil Action No 82D05-2011-CT-004962
Deposition 3-26-25

Iin the Circuit Court of Cook County Illinois
Jarosiewicz v Northeast Regional Railroad
Case No 2023 L 002290
Deposition 2-27-25

In the District Court 191st Judicial District Dallas County
Acklin v Poly America International
Cause No DC-22-08610
Deposition 1-8-2025

United States District Court, Norther District of California
Asustin Vs Monsanto
Case No 2:23-cv-272
Deposition 12-20-25

In Jefferson Circuit Court Division One, Louisville, Kentucky
Stafford vs, CSX
Case No. 18-CI-001790

Deposition: 8-27-24

In the Twenty-Second Judicial Circuit of St. Louis. State of Missouri
Patricia Godfrey vs, Amtrak
Case No. 2122-CC-00525
Deposition: 7-17-24

In the Circuit Court of Jefferson County Alabama
Linda Early Vs. CSX
Case number CV-2021-00241
Deposition 6-24-24

In the Court of Common Please Lucas County, Ohio
Brenda Conkright vs. CSX
Case No. G-4801-CI-0202102664-000
Deposition: 6-4-24

In the Commonwealth of Kentucky, Greenup Circuit Court
Patsy Sue Napier vs. CSX
Case No. 19-CI-0012
Deposition: 5-8-2-24

In United States District Court of Hawaii
Patrick Feindt, Jr. et al. vs. The United States of America
Case No. 1:22-cv-LEK-KJM
Trial 3-29-24 and 4-5-24

In the District Court of Hood County State of Texas
Artie Gray vs. Exxon Mobil
Case No. C-2018047
Rosenfeld Deposition:4-22-2024

In the Elkhart Superior Court State of Indiana
Estate of Clark Stacy vs. Penn Central Corporation
Cause No 2D01-2001-CT-00007
Rosenfeld Deposition 1-25-2024 and 3-7-2024

In the Circuit Court of Trempealeau County, State of Wisconsin
Michael J. Sylla et al. vs. High-Crush Whitehall LLC
Case No. 2019-CV-63, 2019-CV-64, 2019-CV-65, 2019-CV-66
Rosenfeld Deposition: 3-5-2024

In the Circuit Court of Trempealeau County, State of Wisconsin
Leland Drangstveit vs. High-Crush Blair LLC
Case No. 19-CV-66
Rosenfeld Deposition 3-5-2024

In the Circuit Court of Jefferson County Alabama
Donald Lee Ashworth vs. CSX Transportation Inc.
Case No CV-2021-901261
Rosenfeld Deposition 1-23-2024

In the United States District Court for the Eastern District of Wisconsin
Gary L Siepe vs. Soo Line Railroad
Case No. 2:21-cv-00919
Rosenfeld Deposition 1-19-2024

In the United States District Court for the Western District of Louisiana
Ricky Bush v. Clean Harbors Colfax LLC
Case No. 1:22-cv-02026-DDD-JPM
Rosenfeld Deposition 12-18-2023 and 1-15-2024

In United States District Court of Hawaii
Patrick Feindt, Jr. et al. vs. The United States of America
Case No. 1:22-cv-LEK-KJM
Rosenfeld Deposition 11-29-2023

In the Circuit Court for the Twentieth Judicial Circuit St. Clair County, Illinois
Timothy Gray vs. Rural King et al.
Case No 2022-LA-355
Rosenfeld Deposition 9-26-2023

In United States District Court Eastern District of Wisconsin
Gary L. Siepe vs. Soo Line Railroad Company
Case No. 2:21-cv-00919
Rosenfeld Deposition 9-15-2023

In the Circuit Court of Cook County Illinois
Donald Fox vs. BNSF
Case No. 2021 L12
Rosenfeld Deposition 9-12-2023

In the Court of Common Please Cuyahoga County, Ohio
Thomas Schleich vs. Penn Central Corporation
Lead Case No. CV-20-939184
Rosenfeld Deposition 8-27-2023

In the Circuit Court of Jackson County Missouri at Kansas City
Timothy Dalsing vs. BNSF
Case No. No. 2216-cv06539
Rosenfeld Deposition 7-28-2023

In the United States District Court for the Southern District of Texas Houston Division
International Terminals Company LLC Deer Park Fire Litigation
Lead Case No. 4:19-cv-01460
Rosenfeld Deposition 7-25-2023

In the Circuit Court of Livingston County Missouri
Shirley Ralls vs. Canadian Pacific Railway and Soo Lind Railroad
Case No. 28LV-CV0020
Rosenfeld Daubert Hearing 7-18-2023 Trial Testimony 7-19-2023

In the Circuit Court of Cook County Illinois
Brenda Wright vs. Penn Central and Conrail
Case No. No. 2032L003966
Rosenfeld Deposition 6-13-2023

In the Circuit Court Common Please Philadelphia of Jefferson County Alabama
Frank Belle vs. Birmingham Southern Railroad Company et al.
Case No. 01-cv-2021-900901.00
Rosenfeld Deposition 4-6-2023

In the Circuit Court of Jefferson County Alabama
Linda De Gregorio vs. Penn Central
Case No. 002278
Rosenfeld Deposition 3-27-20203

In the United States District Court Eastern District of New York
Rosalie Romano et al. vs. Northrup Grumman Corporation
Case No. 16-cv-5760
Rosenfeld Deposition 3-16-2023

In the Superior Court of Washington, Spokane County
Judy Cundy vs. BNSF
Case No. 21-2-03718-32
Rosenfeld Deposition 3-9-2023

In The Court of Common Pleas of Philadelphia County, PA Civil Trial Division
Feaster v Conrail
Case No. 001075
Rosenfeld Deposition 2-1-2023

In United States District Court for the Central District of Illinois
Sherman vs. BNSF
Case No. 3:17-cv-01192
Rosenfeld Deposition 1-18-2023

In United States District Court District of Colorado
Gonzales vs. BNSF
Case No. 1:21-cv-01690
Rosenfeld Deposition 1-17-2023

In United States District Court District of Colorado
Abeyta vs. BNSF
Case No. 1:21-cv-01689-KMT
Rosenfeld Deposition 1-3-2023

In United States District Court For The Easter District of Louisiana
Nathaniel Smith vs. Illinois Central Railroad
Case No. 2:21-cv-01235
Rosenfeld Deposition 11-30-2022

In the Superior Court of the State of California, County of San Bernardino
Billy Wildrick, Plaintiff vs. BNSF Railway Company
Case No. CIVDS1711810
Rosenfeld Deposition 10-17-2022

In the State Court of Bibb County, State of Georgia
Richard Hutcherson, Plaintiff vs Norfolk Southern Railway Company
Case No. 10-SCCV-092007
Rosenfeld Deposition 10-6-2022

In the Civil District Court of the Parish of Orleans, State of Louisiana
Millard Clark, Plaintiff vs. Dixie Carriers, Inc. et al.
Case No. 2020-03891
Rosenfeld Deposition 9-15-2022

In The Circuit Court of Livingston County, State of Missouri, Circuit Civil Division

Shirley Ralls, Plaintiff vs. Canadian Pacific Railway and Soo Line Railroad
Case No. 18-LV-CC0020
Rosenfeld Deposition 9-7-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jonny C. Daniels, Plaintiff vs. CSX Transportation Inc.
Case No. 20-CA-5502
Rosenfeld Deposition 9-1-2022

In The Circuit Court of St. Louis County, State of Missouri
Kieth Luke et. al. Plaintiff vs. Monsanto Company et. al.
Case No. 19SL-CC03191
Rosenfeld Deposition 8-25-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jeffery S. Lamotte, Plaintiff vs. CSX Transportation Inc.
Case No. NO. 20-CA-0049
Rosenfeld Deposition 8-22-2022

In State of Minnesota District Court, County of St. Louis Sixth Judicial District
Greg Bean, Plaintiff vs. Soo Line Railroad Company
Case No. 69-DU-CV-21-760
Rosenfeld Deposition 8-17-2022

In United States District Court Western District of Washington at Tacoma, Washington
John D. Fitzgerald Plaintiff vs. BNSF
Case No. 3:21-cv-05288-RJB
Rosenfeld Deposition 8-11-2022

In Circuit Court of the Sixth Judicial Circuit, Macon Illinois
Rocky Bennyhoff Plaintiff vs. Norfolk Southern
Case No. 20-L-56
Rosenfeld Deposition 8-3-2022, Trial 1-10-2023

In Court of Common Pleas, Hamilton County Ohio
Joe Briggins Plaintiff vs. CSX
Case No. A2004464
Rosenfeld Deposition 6-17-2022

In the Superior Court of the State of California, County of Kern
George LaFazia vs. BNSF Railway Company.
Case No. BCV-19-103087
Rosenfeld Deposition 5-17-2022

In the Circuit Court of Cook County Illinois
Bobby Earles vs. Penn Central et. al.
Case No. 2020-L-000550
Rosenfeld Deposition 4-16-2022

In United States District Court Easter District of Florida
Albert Hartman Plaintiff vs. Illinois Central
Case No. 2:20-cv-1633
Rosenfeld Deposition 4-4-2022

In the Circuit Court of the 4th Judicial Circuit, in and For Duval County, Florida
Barbara Steele vs. CSX Transportation

Case No.16-219-Ca-008796
Rosenfeld Deposition 3-15-2022

In United States District Court Easter District of New York
Romano et al. vs. Northrup Grumman Corporation
Case No. 16-cv-5760
Rosenfeld Deposition 3-10-2022

In the Circuit Court of Cook County Illinois
Linda Benjamin vs. Illinois Central
Case No. No. 2019 L 007599
Rosenfeld Deposition 1-26-2022

In the Circuit Court of Cook County Illinois
Donald Smith vs. Illinois Central
Case No. No. 2019 L 003426
Rosenfeld Deposition 1-24-2022

In the Circuit Court of Cook County Illinois
Jan Holeman vs. BNSF
Case No. 2019 L 000675
Rosenfeld Deposition 1-18-2022

In the State Court of Bibb County State of Georgia
Dwayne B. Garrett vs. Norfolk Southern
Case No. 20-SCCV-091232
Rosenfeld Deposition 11-10-2021

In the Circuit Court of Cook County Illinois
Joseph Ruepke vs. BNSF
Case No. 2019 L 007730
Rosenfeld Deposition 11-5-2021

In the United States District Court For the District of Nebraska
Steven Gillett vs. BNSF
Case No. 4:20-cv-03120
Rosenfeld Deposition 10-28-2021

In the Montana Thirteenth District Court of Yellowstone County
James Eadus vs. Soo Line Railroad and BNSF
Case No. DV 19-1056
Rosenfeld Deposition 10-21-2021

In the Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al. vs Cerro Flow Products, Inc.
Case No. 0i9-L-2295
Rosenfeld Deposition 5-14-2021
Trial October 8-4-2021

In the Circuit Court of Cook County Illinois
Joseph Rafferty vs. Consolidated Rail Corporation and National Railroad Passenger Corporation d/b/a AMTRAK,
Case No. 18-L-6845
Rosenfeld Deposition 6-28-2021

In the United States District Court For the Northern District of Illinois

Theresa Romcoe vs. Northeast Illinois Regional Commuter Railroad Corporation d/b/a METRA Rail
Case No. 17-cv-8517
Rosenfeld Deposition 5-25-2021

In the Superior Court of the State of Arizona In and For the Cunty of Maricopa
Mary Tryon et al. vs. The City of Pheonix v. Cox Cactus Farm, L.L.C., Utah Shelter Systems, Inc.
Case No. CV20127-094749
Rosenfeld Deposition 5-7-2021

In the United States District Court for the Eastern District of Texas Beaumont Division
Robinson, Jeremy et al vs. CNA Insurance Company et al.
Case No. 1:17-cv-000508
Rosenfeld Deposition 3-25-2021

In the Superior Court of the State of California, County of San Bernardino
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.
Case No. 1720288
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.
Case No. 18STCV01162
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri
Karen Cornwell, Plaintiff, vs. Marathon Petroleum, LP, Defendant.
Case No. 1716-CV10006
Rosenfeld Deposition 8-30-2019

In the United States District Court For The District of New Jersey
Duarte et al, Plaintiffs, vs. United States Metals Refining Company et. al. Defendant.
Case No. 2:17-cv-01624-ES-SCM
Rosenfeld Deposition 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" Defendant.
Case No. 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No. BC615636
Rosenfeld Deposition 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No. BC646857
Rosenfeld Deposition 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiffs vs. The 3M Company et al., Defendants
Case No. 1:16-cv-02531-RBJ
Rosenfeld Deposition 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants

Cause No. 1923
Rosenfeld Deposition 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintifs vs. Chevron Corporation, et al., Defendants
Cause No. C12-01481
Rosenfeld Deposition 11-20-2017

In The Circuit Court of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition 8-23-2017

In United States District Court For The Southern District of Mississippi
Guy Manuel vs. The BP Exploration et al., Defendants
Case No. 1:19-cv-00315-RHW
Rosenfeld Deposition 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No. LC102019 (c/w BC582154)
Rosenfeld Deposition 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., Plaintifs, vs. Meritor Inc., et al., Defendants
Case No. 4:16-cv-52-DMB-JVM
Rosenfeld Deposition July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No. RG14711115
Rosenfeld Deposition September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No. LALA002187
Rosenfeld Deposition August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. vs. Antero, et al.
Civil Action No. 14-C-30000
Rosenfeld Deposition June 2015

In The Iowa District Court for Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No. 4980
Rosenfeld Deposition May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.

Case No. CACE07030358 (26)
Rosenfeld Deposition December 2014

In the United States District Court Western District of Oklahoma
Tommy McCarty, et al., Plaintiffs, vs. Oklahoma City Landfill, LLC d/b/a Southeast Oklahoma City Landfill, et al. Defendants.
Case No. 5:12-cv-01152-C
Rosenfeld Deposition: July 2014

In the County Court of Dallas County Texas
Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant.*
Case Number cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial: April 2014

In the County of Kern, Unlimited Jurisdiction
Rose Propagation Services vs. Heppe Enterprises
Case No. S-1500-CV-278190, LHB
Rosenfeld Deposition: May 2014

In the Circuit Court of Baltimore County Maryland
Philip E. Cvach, II et al., *Plaintiffs* vs. Two Farms, Inc. d/b/a Royal Farms, Defendants
Case Number: 03-C-12-012487 OT
Rosenfeld Deposition: September 2013

In the Court of Galveston County, Texas 56th Judicial District
MDL Litigation Regarding Texas City Refinery Ultracracker Emission Event Litigation
Cause No. 10-UC-0001
Rosenfeld Deposition: March 2013
Rosenfeld Trial: September 2013

In the United States District Court of Southern District of Texas Galveston Division
Kyle Cannon, Eugene Donovan, Genaro Ramirez, Carol Sassler, and Harvey Walton, each Individually and on behalf of those similarly situated, *Plaintiffs,* vs. BP Products North America, Inc., *Defendant.*
Case 3:10-cv-00622
Rosenfeld Deposition: February 2012
Rosenfeld Trial: April 2013

In the United States District court of Southern District of California
United States of America, Plaintiff vs. 2,560 Acres of Land, more or less, located in Imperial County, State of California; and Donald L. Crawford, et. al.
Civil No. 3:11-cv-02258-IEG-RBB
Rosenfeld Deposition: December 2012, January 2013

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., Plaintiffs, vs. Republic Services, Inc., et al., Defendants
Case No. 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition October 2012

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., *Plaintiffs,* vs. Republic Services, Inc., et al., *Defendants*
Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition: October 2012

In the United States District Court for the Middle District of Alabama, Northern Division
James K. Benefield, et al., Plaintiffs, vs. International Paper Company, Defendant.

EXHIBIT B

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Subject: Indoor Air Quality: Chacon Farms Project, San Jacinto, CA.
(IEE File Reference: P-4946)

Pages: 19

Indoor Air Quality Impacts

Indoor air quality (IAQ) directly impacts the comfort and health of building occupants, and the achievement of acceptable IAQ in newly constructed and renovated buildings is a well-recognized design objective. For example, IAQ is addressed by major high-performance building rating systems and building codes (California Building Standards Commission, 2014; USGBC, 2014). Indoor air quality in homes is particularly important because occupants, on average, spend approximately ninety percent of their time indoors with the majority of this time spent at home (EPA, 2011). Some segments of the population that are most susceptible to the effects of poor IAQ, such as the very young and the elderly, occupy their homes almost continuously. Additionally, an increasing number of adults are working from home at least some of the time during the workweek. Indoor air quality also is a serious concern for workers in hotels, offices and other business establishments.

The concentrations of many air pollutants often are elevated in homes and other buildings relative to outdoor air because many of the materials and products used indoors contain and release a variety of pollutants to air (Hodgson et al., 2002; Offermann and Hodgson,

2011). With respect to indoor air contaminants for which inhalation is the primary route of exposure, the critical design and construction parameters are the provision of adequate ventilation and the reduction of indoor sources of the contaminants.

Indoor Formaldehyde Concentrations Impact. In the California New Home Study (CNHS) of 108 new homes in California (Offermann, 2009), 25 air contaminants were measured, and formaldehyde was identified as the indoor air contaminant with the highest cancer risk as determined by the California Proposition 65 Safe Harbor Levels (OEHHA, 2017a), No Significant Risk Levels (NSRL) for carcinogens. The NSRL is the daily intake level calculated to result in one excess case of cancer in an exposed population of 100,000 (i.e., ten in one million cancer risk) and for formaldehyde is 40 µg/day. The NSRL concentration of formaldehyde that represents a daily dose of 40 µg is 2 µg/m^3, assuming a continuous 24-hour exposure, a total daily inhaled air volume of 20 m^3, and 100% absorption by the respiratory system. All of the CNHS homes exceeded this NSRL concentration of 2 µg/m^3. The median indoor formaldehyde concentration was 36 µg/m^3, and ranged from 4.8 to 136 µg/m^3, which corresponds to a median exceedance of the 2 µg/m^3 NSRL concentration of 18 and a range of 2.3 to 68.

Therefore, the cancer risk of a resident living in a California home with the median indoor formaldehyde concentration of 36 µg/m^3, is 180 per million as a result of formaldehyde alone. The CEQA significance threshold for airborne cancer risk is 10 per million, as established by the San Diego County Air Pollution Control District (SDAPCD, 2021).

Besides being a human carcinogen, formaldehyde is also a potent eye and respiratory irritant. In the CNHS, many homes exceeded the non-cancer reference exposure levels (RELs) prescribed by California Office of Environmental Health Hazard Assessment (OEHHA, 2017b). The percentage of homes exceeding the RELs ranged from 98% for the Chronic REL of 9 µg/m^3 to 28% for the Acute REL of 55 µg/m^3.

The primary source of formaldehyde indoors is composite wood products manufactured with urea-formaldehyde resins, such as plywood, medium density fiberboard, and particleboard. These materials are commonly used in building construction for flooring, cabinetry, baseboards, window shades, interior doors, and window and door trims.

In January 2009, the California Air Resources Board (CARB) adopted an airborne toxics control measure (ATCM) to reduce formaldehyde emissions from composite wood products, including hardwood plywood, particleboard, medium density fiberboard, and also furniture and other finished products made with these wood products (California Air Resources Board 2009). While this formaldehyde ATCM has resulted in reduced emissions from composite wood products sold in California, they do not preclude that homes built with composite wood products meeting the CARB ATCM will have indoor formaldehyde concentrations below cancer and non-cancer exposure guidelines.

A follow up study to the California New Home Study (CNHS) was conducted in 2016-2018 (Singer et. al., 2019) and found that the median indoor formaldehyde in new homes built after 2009 with CARB Phase 2 Formaldehyde ATCM materials had lower indoor formaldehyde concentrations, with a median indoor concentrations of 22.4 $\mu g/m^3$ (18.2 ppb) as compared to a median of 36 $\mu g/m^3$ found in the 2007 CNHS. Unlike in the CNHS study where formaldehyde concentrations were measured with pumped DNPH samplers, the formaldehyde concentrations in the HENGH study were measured with passive samplers, which were estimated to under-measure the true indoor formaldehyde concentrations by approximately 7.5%. Applying this correction to the HENGH indoor formaldehyde concentrations results in a median indoor concentration of 24.1 $\mu g/m^3$, which is 33% lower than the 36 $\mu g/m^3$ found in the 2007 CNHS.

Thus, while new homes built after the 2009 CARB formaldehyde ATCM have a 33% lower median indoor formaldehyde concentration and cancer risk, the median lifetime cancer risk is still 120 per million for homes built with CARB compliant composite wood products. This median lifetime cancer risk is more than 12 times the OEHHA 10 in a million cancer risk threshold (OEHHA, 2017a).

With respect to the Chacon Farms Project, San Jacinto, CA, the buildings consist of residential buildings spaces.

The residential occupants will potentially have continuous exposure (e.g. 24 hours per day, 52 weeks per year). These exposures are anticipated to result in significant cancer risks

resulting from exposures to formaldehyde released by the building materials and furnishing commonly found in residential construction.

Because these residences will be constructed with CARB Phase 2 Formaldehyde ATCM materials and be ventilated with the minimum code required amount of outdoor air, the indoor residential formaldehyde concentrations are likely similar to those concentrations observed in residences built with CARB Phase 2 Formaldehyde ATCM materials, which is a median of 24.1 $\mu g/m^3$ (Singer et. al., 2020)

Assuming that the residential occupants inhale 20 m^3 of air per day, the average 70-year lifetime formaldehyde daily dose is 482 µg/day for continuous exposure in the residences. This exposure represents a cancer risk of 120 per million, which is more than 12 times the CEQA cancer risk of 10 per million. For occupants that do not have continuous exposure, the cancer risk will be proportionally less but still substantially over the CEQA cancer risk of 10 per million (e.g. for 12/hour/day occupancy, more than 6 times the CEQA cancer risk of 10 per million).

In addition, we note that the average outdoor air concentration of formaldehyde in California is 3 ppb, or 3.7 $\mu g/m^3$, (California Air Resources Board, 2004), and thus represents an average pre-existing background airborne cancer risk of 1.85 per million. Thus, the indoor air formaldehyde exposures describe above exacerbate this pre-existing risk resulting from outdoor air formaldehyde exposures.

Additionally, the SCAQMD's Multiple Air Toxics Exposure Study ("MATES V") identifies an existing cancer risk at the Project site of 219 per million due to the site's elevated ambient air contaminant concentrations, which are due to the area's high levels of vehicle traffic. These impacts would further exacerbate the pre-existing cancer risk to the building occupants, which result from exposure to formaldehyde in both indoor and outdoor air.

Appendix A, Indoor Formaldehyde Concentrations and the CARB Formaldehyde ATCM, provides analyses that show utilization of CARB Phase 2 Formaldehyde ATCM materials

will not ensure acceptable cancer risks with respect to formaldehyde emissions from composite wood products.

Even composite wood products manufactured with CARB certified ultra-low emitting formaldehyde (ULEF) resins do not ensure that the indoor air will have concentrations of formaldehyde the meet the OEHHA cancer risks that substantially exceed 10 per million. The permissible emission rates for ULEF composite wood products are only 11-15% lower than the CARB Phase 2 emission rates. Only use of composite wood products made with no-added formaldehyde resins (NAF), such as resins made from soy, polyvinyl acetate, or methylene diisocyanate can ensure that the OEHHA cancer risk of 10 per million is met.

The following describes a method that should be used, prior to construction in the environmental review under CEQA, for determining whether the indoor concentrations resulting from the formaldehyde emissions of specific building materials/furnishings selected exceed cancer and non-cancer guidelines. Such a design analyses can be used to identify those materials/furnishings prior to the completion of the City's CEQA review and project approval, that have formaldehyde emission rates that contribute to indoor concentrations that exceed cancer and non-cancer guidelines, so that alternative lower emitting materials/furnishings may be selected and/or higher minimum outdoor air ventilation rates can be increased to achieve acceptable indoor concentrations and incorporated as mitigation measures for this project.

Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment

This formaldehyde emissions assessment should be used in the environmental review under CEQA to assess the indoor formaldehyde concentrations from the proposed loading of building materials/furnishings, the area-specific formaldehyde emission rate data for building materials/furnishings, and the design minimum outdoor air ventilation rates. This assessment allows the applicant (and the City) to determine, before the conclusion of the environmental review process and the building materials/furnishings are specified, purchased, and installed, if the total chemical emissions will exceed cancer and non-cancer guidelines, and if so, allow for changes in the selection of specific material/furnishings

and/or the design minimum outdoor air ventilations rates such that cancer and non-cancer guidelines are not exceeded.

1.) Define Indoor Air Quality Zones. Divide the building into separate indoor air quality zones, (IAQ Zones). IAQ Zones are defined as areas of well-mixed air. Thus, each ventilation system with recirculating air is considered a single zone, and each room or group of rooms where air is not recirculated (e.g. 100% outdoor air) is considered a separate zone. For IAQ Zones with the same construction material/furnishings and design minimum outdoor air ventilation rates. (e.g. hotel rooms, apartments, condominiums, etc.) the formaldehyde emission rates need only be assessed for a single IAQ Zone of that type.

2.) Calculate Material/Furnishing Loading. For each IAQ Zone, determine the building material and furnishing loadings (e.g., m^2 of material/m^2 floor area, units of furnishings/m^2 floor area) from an inventory of all potential indoor formaldehyde sources, including flooring, ceiling tiles, furnishings, finishes, insulation, sealants, adhesives, and any products constructed with composite wood products containing urea-formaldehyde resins (e.g., plywood, medium density fiberboard, particleboard).

3.) Calculate the Formaldehyde Emission Rate. For each building material, calculate the formaldehyde emission rate (µg/h) from the product of the area-specific formaldehyde emission rate (µg/m^2-h) and the area (m^2) of material in the IAQ Zone, and from each furnishing (e.g. chairs, desks, etc.) from the unit-specific formaldehyde emission rate (µg/unit-h) and the number of units in the IAQ Zone.

NOTE: As a result of the high-performance building rating systems and building codes (California Building Standards Commission, 2014; USGBC, 2014), most manufacturers of building materials furnishings sold in the United States conduct chemical emission rate tests using the California Department of Health "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers," (CDPH, 2017), or other equivalent chemical emission rate testing methods. Most manufacturers of building furnishings sold in the United States conduct chemical emission rate tests using ANSI/BIFMA M7.1 Standard Test Method for Determining VOC Emissions (BIFMA, 2018), or other equivalent chemical emission rate

testing methods.

CDPH, BIFMA, and other chemical emission rate testing programs, typically certify that a material or furnishing does not create indoor chemical concentrations in excess of the maximum concentrations permitted by their certification. For instance, the CDPH emission rate testing requires that the measured emission rates when input into an office, school, or residential model do not exceed one-half of the OEHHA Chronic Exposure Guidelines (OEHHA, 2017b) for the 35 specific VOCs, including formaldehyde, listed in Table 4-1 of the CDPH test method (CDPH, 2017). These certifications themselves do not provide the actual area-specific formaldehyde emission rate (i.e., $\mu g/m^2$-h) of the product, but rather provide data that the formaldehyde emission rates do not exceed the maximum rate allowed for the certification. Thus, for example, the data for a certification of a specific type of flooring may be used to calculate that the area-specific emission rate of formaldehyde is less than 31 $\mu g/m^2$-h, but not the actual measured specific emission rate, which may be 3, 18, or 30 $\mu g/m^2$-h. These area-specific emission rates determined from the product certifications of CDPH, BIFA, and other certification programs can be used as an initial estimate of the formaldehyde emission rate.

If the actual area-specific emission rates of a building material or furnishing is needed (i.e. the initial emission rates estimates from the product certifications are higher than desired), then that data can be acquired by requesting from the manufacturer the complete chemical emission rate test report. For instance if the complete CDPH emission test report is requested for a CDHP certified product, that report will provide the actual area-specific emission rates for not only the 35 specific VOCs, including formaldehyde, listed in Table 4-1 of the CDPH test method (CDPH, 2017), but also all of the cancer and reproductive/developmental chemicals listed in the California Proposition 65 Safe Harbor Levels (OEHHA, 2017a), all of the toxic air contaminants (TACs) in the California Air Resources Board Toxic Air Contamination List (CARB, 2011), and the 10 chemicals with the greatest emission rates.

Alternatively, a sample of the building material or furnishing can be submitted to a chemical emission rate testing laboratory, such as Berkeley Analytical Laboratory (https://berkeleyanalytical.com), to measure the formaldehyde emission rate.

4.) Calculate the Total Formaldehyde Emission Rate. For each IAQ Zone, calculate the total formaldehyde emission rate (i.e. µg/h) from the individual formaldehyde emission rates from each of the building material/furnishings as determined in Step 3.

5.) Calculate the Indoor Formaldehyde Concentration. For each IAQ Zone, calculate the indoor formaldehyde concentration (µg/m^3) from Equation 1 by dividing the total formaldehyde emission rates (i.e. µg/h) as determined in Step 4, by the design minimum outdoor air ventilation rate (m^3/h) for the IAQ Zone.

$$C_{in} = \frac{E_{total}}{Q_{oa}} \quad \text{(Equation 1)}$$

where:

C_{in} = indoor formaldehyde concentration (µg/m^3)

E_{total} = total formaldehyde emission rate (µg/h) into the IAQ Zone.

Q_{oa} = design minimum outdoor air ventilation rate to the IAQ Zone (m^3/h)

The above Equation 1 is based upon mass balance theory, and is referenced in Section 3.10.2 "Calculation of Estimated Building Concentrations" of the California Department of Health "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers", (CDPH, 2017).

6.) Calculate the Indoor Exposure Cancer and Non-Cancer Health Risks. For each IAQ Zone, calculate the cancer and non-cancer health risks from the indoor formaldehyde concentrations determined in Step 5 and as described in the OEHHA Air Toxics Hot Spots Program Risk Assessment Guidelines; Guidance Manual for Preparation of Health Risk Assessments (OEHHA, 2015).

7.) Mitigate Indoor Formaldehyde Exposures of exceeding the CEQA Cancer and/or Non-Cancer Health Risks. In each IAQ Zone, provide mitigation for any formaldehyde exposure risk as determined in Step 6, that exceeds the CEQA cancer risk of 10 per million or the CEQA non-cancer Hazard Quotient of 1.0.

Provide the source and/or ventilation mitigation required in all IAQ Zones to reduce the health risks of the chemical exposures below the CEQA cancer and non-cancer health risks.

Source mitigation for formaldehyde may include:

1.) reducing the amount materials and/or furnishings that emit formaldehyde
2.) substituting a different material with a lower area-specific emission rate of formaldehyde

Ventilation mitigation for formaldehyde emitted from building materials and/or furnishings may include:

1.) increasing the design minimum outdoor air ventilation rate to the IAQ Zone.

NOTE: Mitigating the formaldehyde emissions through use of less material/furnishings, or use of lower emitting materials/furnishings, is the preferred mitigation option, as mitigation with increased outdoor air ventilation increases initial and operating costs associated with the heating/cooling systems.

Further, we are not asking that the builder "speculate" on what and how much composite materials be used, but rather at the design stage to select composite wood materials based on the formaldehyde emission rates that manufacturers routinely conduct using the California Department of Health "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers," (CDPH, 2017), and use the procedure described earlier above (i.e. Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment) to insure that the materials selected achieve acceptable cancer risks from material off gassing of formaldehyde.

Outdoor Air Ventilation Impact. Another important finding of the CNHS, was that the outdoor air ventilation rates in the homes were very low. Outdoor air ventilation is a very important factor influencing the indoor concentrations of air contaminants, as it is the primary removal mechanism of all indoor air generated contaminants. Lower outdoor air exchange rates cause indoor generated air contaminants to accumulate to higher indoor air concentrations. Many homeowners rarely open their windows or doors for ventilation as a

result of their concerns for security/safety, noise, dust, and odor concerns (Price, 2007). In the CNHS field study, 32% of the homes did not use their windows during the 24-hour Test Day, and 15% of the homes did not use their windows during the entire preceding week. Most of the homes with no window usage were homes in the winter field session. Thus, a substantial percentage of homeowners never open their windows, especially in the winter season. The median 24-hour measurement was 0.26 air changes per hour (ach), with a range of 0.09 ach to 5.3 ach. A total of 67% of the homes had outdoor air exchange rates below the minimum California Building Code (2001) requirement of 0.35 ach. Thus, the relatively tight envelope construction, combined with the fact that many people never open their windows for ventilation, results in homes with low outdoor air exchange rates and higher indoor air contaminant concentrations.

The Chacon Farms Project, San Jacinto, CA is close to roads with moderate to high traffic (e.g., North Cawston Avenue, West Esplanade Avenue, 7th Street, etc.). Thus, the Project is located in a sound impacted area.

The Draft Environmental Impact Report – Chacon Farms Project, San Jacinto, CA (EPC Environmental, 2025) states in Table 31 that the modeled existing traffic noise levels with the Project range from 67.5 to 69.8 dBA CNEL without a wall and 61.1 to 64.9 dBA CNEL with a wall. These modeled ambient noise estimates were based upon measurements made at just two locations over 15-minute periods.

In order to design the building for this Project such that interior noise levels are acceptable, an acoustic study with actual on-site measurements of the existing ambient noise levels and modeled future ambient noise levels needs to be conducted. The acoustic study of the existing ambient noise levels should be conducted over a minimum of a one-week period and report the dBA CNEL or Ldn. This study will allow for the selection of a building envelope and windows with a sufficient STC such that the indoor noise levels are acceptable. A mechanical supply of outdoor air ventilation to allow for a habitable interior environment with closed windows and doors will also be required. Such a ventilation system would allow windows and doors to be kept closed at the occupant's discretion to control exterior noise within building interiors.

$PM_{2.5}$ Outdoor Concentrations Impact. An additional impact of the nearby motor vehicle traffic associated with this project, are the outdoor concentrations of $PM_{2.5}$. According to the Draft Environmental Impact Report – Chacon Farms Project, San Jacinto, CA (EPC Environmental, 2025), the Project is located in the South Coast Air Basin, which is a State and Federal non-attainment area for $PM_{2.5}$.

Additionally, the SCAQMD's MATES V study cites an existing cancer risk of 219 per million at the Project site due to the site's high concentration of ambient air contaminants resulting from the area's high levels of motor vehicle traffic.

An air quality analyses should be conducted to determine the concentrations of $PM_{2.5}$ in the outdoor and indoor air that people inhale each day. This air quality analyses needs to consider the cumulative impacts of the project related emissions, existing and projected future emissions from local $PM_{2.5}$ sources (e.g. stationary sources, motor vehicles, and airport traffic) upon the outdoor air concentrations at the Project site. If the outdoor concentrations are determined to exceed the California and National annual average $PM_{2.5}$ exceedence concentration of 12 $\mu g/m^3$, or the National 24-hour average exceedence concentration of 35 $\mu g/m^3$, then the buildings need to have a mechanical supply of outdoor air that has air filtration with sufficient removal efficiency, such that the indoor concentrations of outdoor $PM_{2.5}$ particles is less than the California and National $PM_{2.5}$ annual and 24-hour standards.

It is my experience that based on the projected high traffic noise levels, the annual average concentration of $PM_{2.5}$ will exceed the California and National $PM_{2.5}$ annual and 24-hour standards and warrant installation of high efficiency air filters (i.e. at least MERV 13, or possibly MERV 14 or 15 depending on the results of the Project ambient $PM_{2.5}$ concentrations) in all mechanically supplied outdoor air ventilation systems.

Indoor Air Quality Impact Mitigation Measures

The following are recommended mitigation measures to minimize the impacts upon indoor quality:

Indoor Formaldehyde Concentrations Mitigation. Use only composite wood materials (e.g. hardwood plywood, medium density fiberboard, particleboard) for all interior finish systems that are made with CARB approved no-added formaldehyde (NAF) resins (CARB, 2009). CARB Phase 2 certified composite wood products, or ultra-low emitting formaldehyde (ULEF) resins, do not ensure indoor formaldehyde concentrations that are below the CEQA cancer risk of 10 per million. Only composite wood products manufactured with CARB approved no-added formaldehyde (NAF) resins, such as resins made from soy, polyvinyl acetate, or methylene diisocyanate can ensure that the OEHHA cancer risk of 10 per million is met.

Alternatively, conduct the previously described Pre-Construction Building Material/Furnishing Chemical Emissions Assessment, to determine that the combination of formaldehyde emissions from building materials and furnishings do not create indoor formaldehyde concentrations that exceed the CEQA cancer and non-cancer health risks.

It is important to note that we are not asking that the builder "speculate" on what and how much composite materials be used, but rather at the design stage to select composite wood materials based on the formaldehyde emission rates that manufacturers routinely conduct using the California Department of Health "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers", (CDPH, 2017), and use the procedure described above (i.e. Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment) to insure that the materials selected achieve acceptable cancer risks from material off gassing of formaldehyde.

Outdoor Air Ventilation Mitigation. Provide each habitable room with a continuous mechanical supply of outdoor air that meets or exceeds the California 2016 Building Energy Efficiency Standards (California Energy Commission, 2015) requirements of the greater of 15 cfm/occupant or 0.15 cfm/ft^2 of floor area. Following installation of the system conduct testing and balancing to insure that required amount of outdoor air is entering each habitable room and provide a written report documenting the outdoor airflow rates. Do not use exhaust only mechanical outdoor air systems, use only balanced outdoor air supply and

exhaust systems or outdoor air supply only systems. Provide a manual for the occupants or maintenance personnel, that describes the purpose of the mechanical outdoor air system and the operation and maintenance requirements of the system.

$PM_{2.5}$ Outdoor Air Concentration Mitigation. Install air filtration with sufficient $PM_{2.5}$ removal efficiency (e.g. MERV 13 or higher) to filter the outdoor air entering the mechanical outdoor air supply systems, such that the indoor concentrations of outdoor $PM_{2.5}$ particles are less than the California and National $PM_{2.5}$ annual and 24-hour standards. Install the air filters in the system such that they are accessible for replacement by the occupants or maintenance personnel. Include in the mechanical outdoor air ventilation system manual instructions on how to replace the air filters and the estimated frequency of replacement.

References

BIFA. 2018. BIFMA Product Safety and Performance Standards and Guidelines. www.bifma.org/page/standardsoverview

Caja Environmental Services, 2025. City of Los Angeles Department of City Planning Categorical Exemption\: 5424 Carlton Way Project, Environmental Case Number: ENV-2024-915-CE

California Air Resources Board. 2004. Formaldehyde in the Home. https://ww3.arb.ca.gov › research › indoor › formaldgl08-04.pdf

California Air Resources Board. 2009. Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. California Environmental Protection Agency, Sacramento, CA. https://www.arb.ca.gov/regact/2007/compwood07/fro-final.pdf

California Air Resources Board. 2011. Toxic Air Contaminant Identification List. California Environmental Protection Agency, Sacramento, CA. https://www.arb.ca.gov/toxics/id/taclist.htm

California Building Code. 2001. California Code of Regulations, Title 24, Part 2 Volume 1, Appendix Chapter 12, Interior Environment, Division 1, Ventilation, Section 1207: 2001 California Building Code, California Building Standards Commission. Sacramento, CA.

California Building Standards Commission (2014). 2013 California Green Building Standards Code. California Code of Regulations, Title 24, Part 11. California Building Standards Commission, Sacramento, CA http://www.bsc.ca.gov/Home/CALGreen.aspx.

California Energy Commission, PIER Program. CEC-500-2007-033. Final Report, ARB Contract 03-326. Available at: www.arb.ca.gov/research/apr/past/03-326.pdf.

California Energy Commission, 2015. 2016 Building Energy Efficiency Standards for Residential and Nonresidential Buildings, California Code of Regulations, Title 24, Part 6. http://www.energy.ca.gov/2015publications/CEC-400-2015-037/CEC-400-2015-037-CMF.pdf

CDPH. 2017. Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers, Version 1.1. California Department of Public Health, Richmond, CA. https://www.cdph.ca.gov/Programs/CCDPHP/ DEODC/EHLB/IAQ/Pages/VOC.aspx. Environmental Impact Report. SCH No. 2018011001.

EPA. 2011. Exposure Factors Handbook: 2011 Edition, Chapter 16 – Activity Factors. Report EPA/600/R-09/052F, September 2011. U.S. Environmental Protection Agency, Washington, D.C.

EPC Environmental. 2025. Draft Environmental Impact Report – Chacon Farms Project, San Jacinto, CA.

OEHHA (Office of Environmental Health Hazard Assessment). 2015. Air Toxics Hot Spots Program Risk Assessment Guidelines; Guidance Manual for Preparation of Health Risk Assessments.

OEHHA (Office of Environmental Health Hazard Assessment). 2017a. Proposition 65 Safe Harbor Levels. No Significant Risk Levels for Carcinogens and Maximum Allowable Dose Levels for Chemicals Causing Reproductive Toxicity. Available at: http://www.oehha.ca.gov/prop65/pdf/safeharbor081513.pdf

OEHHA - Office of Environmental Health Hazard Assessment. 2017b. All OEHHA Acute, 8-hour and Chronic Reference Exposure Levels. Available at: http://oehha.ca.gov/air/allrels.html

Offermann, F. J. 2009. Ventilation and Indoor Air Quality in New Homes. California Air Resources Board and California Energy Commission, PIER Energy-Related Environmental Research Program. Collaborative Report. CEC-500-2009-085. https://www.arb.ca.gov/research/apr/past/04-310.pdf

Offermann, F. J. and A. T. Hodgson. 2011. Emission Rates of Volatile Organic Compounds in New Homes. Proceedings Indoor Air 2011 (12th International Conference on Indoor Air Quality and Climate 2011), June 5-10, 2011, Austin, TX.

Singer, B.C, Chan, W.R, Kim, Y., Offermann, F.J., and Walker I.S. 2020. Indoor Air Quality in California Homes with Code-Required Mechanical Ventilation. Indoor Air, Vol 30, Issue 5, 885-899.

South Coast Air Quality Management District (SCAQMD). 2015. California Environmental Quality Act Air Quality Handbook. South Coast Air Quality Management District, Diamond Bar, CA, http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook

USGBC. 2014. LEED BD+C Homes v4. U.S. Green Building Council, Washington, D.C. http://www.usgbc.org/credits/homes/v4

APPENDIX A

INDOOR FORMALDEHYDE CONCENTRATIONS
AND THE
CARB FORMALDEHYDE ATCM

With respect to formaldehyde emissions from composite wood products, the CARB ATCM regulations of formaldehyde emissions from composite wood products, do not assure healthful indoor air quality. The following is the stated purpose of the CARB ATCM regulation - *The purpose of this airborne toxic control measure is to "reduce formaldehyde emissions from composite wood products, and finished goods that contain composite wood products, that are sold, offered for sale, supplied, used, or manufactured for sale in California".* In other words, the CARB ATCM regulations do not "assure healthful indoor air quality", but rather "reduce formaldehyde emissions from composite wood products".

Just how much protection do the CARB ATCM regulations provide building occupants from the formaldehyde emissions generated by composite wood products? Definitely some, but certainly the regulations do not "*assure healthful indoor air quality"* when CARB Phase 2 products are utilized. As shown in the Singer et. al., 2020 study of new California homes, the median indoor formaldehyde concentration was of 22.3 $\mu g/m^3$ (18.2 ppb), which corresponds to a cancer risk of 112 per million for occupants with continuous exposure, which is more than 11 times the CEQA cancer risk of 10 per million.

Another way of looking at how much protection the CARB ATCM regulations provide building occupants from the formaldehyde emissions generated by composite wood products is to calculate the maximum number of square feet of composite wood product that can be in a residence without exceeding the CEQA cancer risk of 10 per million for occupants with continuous occupancy.

For this calculation I utilized the floor area (2,272 ft^2), the ceiling height (8.5 ft), and the number of bedrooms (4) as defined in Appendix B (New Single-Family Residence Scenario) of the Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions for Indoor Sources Using Environmental Chambers, Version 1.1, 2017, California Department of Public Health,

Richmond, CA. https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

For the outdoor air ventilation rate I used the 2019 Title 24 code required mechanical ventilation rate (ASHRAE 62.2) of 106 cfm (180 m^3/h) calculated for this model residence. For the composite wood formaldehyde emission rates, I used the CARB ATCM Phase 2 rates.

The calculated maximum number of square feet of composite wood product that can be in a residence, without exceeding the CEQA cancer risk of 10 per million for occupants with continuous occupancy are as follows for the different types of regulated composite wood products.

Medium Density Fiberboard (MDF) – 15 ft^2 (0.7% of the floor area), or
Particle Board – 30 ft^2 (1.3% of the floor area), or
Hardwood Plywood – 54 ft^2 (2.4% of the floor area), or
Thin MDF – 46 ft^2 (2.0 % of the floor area).

For offices and hotels the calculated maximum amount of composite wood product (% of floor area) that can be used without exceeding the CEQA cancer risk of 10 per million for occupants, assuming 8 hours/day occupancy, and the California Mechanical Code minimum outdoor air ventilation rates are as follows for the different types of regulated composite wood products.

Medium Density Fiberboard (MDF) – 3.6 % (offices) and 4.6% (hotel rooms), or
Particle Board – 7.2 % (offices) and 9.4% (hotel rooms), or
Hardwood Plywood – 13 % (offices) and 17% (hotel rooms), or
Thin MDF – 11 % (offices) and 14 % (hotel rooms)

Clearly the CARB ATCM does not regulate the formaldehyde emissions from composite wood products such that the potentially large areas of these products, such as for flooring, baseboards, interior doors, window and door trims, and kitchen and bathroom cabinetry, could be used without causing indoor formaldehyde concentrations that result in CEQA

cancer risks that substantially exceed 10 per million for occupants with continuous occupancy.

Even composite wood products manufactured with CARB certified ultra-low emitting formaldehyde (ULEF) resins do not ensure that the indoor air will have concentrations of formaldehyde the meet the OEHHA cancer risks that substantially exceed 10 per million. The permissible emission rates for ULEF composite wood products are only 11-15% lower than the CARB Phase 2 emission rates. Only use of composite wood products made with no-added formaldehyde resins (NAF), such as resins made from soy, polyvinyl acetate, or methylene diisocyanate can ensure that the OEHHA cancer risk of 10 per million is met.

If CARB Phase 2 compliant or ULEF composite wood products are utilized in construction, then the resulting indoor formaldehyde concentrations should be determined in the design phase using the specific amounts of each type of composite wood product, the specific formaldehyde emission rates, and the volume and outdoor air ventilation rates of the indoor spaces, and all feasible mitigation measures employed to reduce this impact (e.g. use less formaldehyde containing composite wood products and/or incorporate mechanical systems capable of higher outdoor air ventilation rates). See the procedure described earlier (i.e. Pre-Construction Building Material/Furnishing Formaldehyde Emissions Assessment) to ensure that the materials selected achieve acceptable cancer risks from material off gassing of formaldehyde.

Alternatively, and perhaps a simpler approach, is to use only composite wood products (e.g. hardwood plywood, medium density fiberboard, particleboard) for all interior finish systems that are made with CARB approved no-added formaldehyde (NAF) resins.

EXHIBIT C

HOUSE AGRICULTURAL CONSULTANTS

Providing expertise in agricultural science, management, & appraisal since 1977.

1105 Kennedy Place, Suite 1
Davis, California 95616
530-753-3361

April 17, 2026 (via electronic mail)

To: Ms. Aleja Cretcher and Mr. Richard Drury
Lozeau Drury
aleja@lozeaudrury.com, richard@lozeau-drury.com

From: Greg and Henry House
House Agricultural Consultants
gahouse@houseag.com, hajhouse@houseag.com

Re: Expert review of Memorandum of Negative Declaration of Chacon Farms Project: Tentative Tract Map No. 39076 PROJ23-0029; San Jacinto, California, with respect to agricultural matters

Dear Ms. Cretcher and Mr. Drury:

At your request, we have reviewed the *Negative Declaration* (hereinafter, *MND*) of the City of San Jacinto for the Chacon Farms Project: Tentative Tract Map No. 39076, PROJ23-0029; dated October 20, 2025—hereinafter, the *New Gen Project*— to comment on agricultural resources in our capacity as agriculture experts.

We, House Agricultural Consultants (hereinafter, *HAC*), are an agricultural-consulting firm that has analyzed agricultural impacts of numerous similar development projects over a period of many years. These are our first comments on this project. A description of our qualifications as consultants follows as an appendix to this memorandum.

In brief, we comment on three problematic aspects of the MND that cause it to fail to prove its negative declaration finding specifically related to agricultural resources. The MND:—

1) The MND does not comply with CEQA requirements to analyze impacts on agricultural resources. Discussed under 1, below.

2) The MND fails to comply with the general-plan policies of the City of San Jacinto. Discussed under 2, below.

1 The MND agricultural-resource analysis fails to comply with CEQA requirements

1.1 Conversion of Prime Farmland and Farmland of Statewide Importance. *Item a* in the CEQA checklist for impacts to agricultural resources requires that the responsible agency determine whether the project would "Convert prime farmland, unique farmland, or farmland of statewide importance (farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use".

In making a "Less Than Significant" impact finding for *item a* above the MND has failed to correctly analyze the project's impact by a curious form of circular reasoning.

In the Discussion portion of section 4.2.1, "Agriculture and Forestry Resources Impact Analysis", the MND states that the proposed project site is located on Prime Farmland and Farmland of Statewide Importance, based on the city's own review of the California Important Farmland Finder Map, prepared by the California Department of Conservation, Farmland Mapping and Monitoring Program (FMMP), (FMMP 2023).

The MND then observes that the San Jacinto General Plan Land Use Map does not designate lands specifically for agricultural use, but instead mostly designates them for a mix of residential and non-residential development, and that this "could", and is expected to "result in the conversion of many of these Prime Farmland or Farmland of Statewide Importance areas to urban uses." Following, this, the MND concedes that the project actually would convert Prime Farmland and Farmland of Statewide Importance on the project site to non-agricultural uses.

The defective reasoning provided by the MND is that because the city' general plan anticipates that the development of this property will convert the farmland to urban use: "Therefore, impacts related to conversion of farmland would be less-than significant, and no mitigation is required." But this is a mere assertion of the part of the MND, and provides no analysis of the conversion impact; and, thus, the MND has failed to address *item a* of the CEQA checklist.

The MND mistakenly relies on the idea that, while the project site is Prime Farmland and Farmland of Statewide Importance, its conversion is somehow no longer significant because agricultural use is inconsistent with the City's General Plan, which designates an urban use for this property.

This wishful thinking on the part of the MND fails to recognize that California State law supersedes local planning documents and that therefore as a state statute, CEQA takes precedence over local planning in determining the level of significance. The City's plans do not remove the requirement to find a Potentially Significant Impact in this situation. As a state-mandated environmental law, CEQA requires that all discretionary projects, including local planning decisions, identify and mitigate significant environmental impacts. The MND has stated the project will convert Prime Farmland and Farmland of Statewide Importance, and this is a Potentially Significant Impact.

1.2 The MND fails to consider cumulative impacts. *Item e* of the CEQA checklist for Agricultural Resource environmental impacts requires analysis of whether the project would

> Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

In its discussion of this requirement the MND again confirms that the proposed project site is located on Prime Farmland and Farmland of Statewide Importance. Again the MND offers a insular argument: "The construction and operation of the Project would be confined to the Project footprint" and therefore "would not cause offsite conversion of farmland or forest land to non-agriculture or non-forest uses".

Again there is no analysis of such impacts in this MND, just a bald assertion. To comply with CEQA, the MND must prepare an analysis that considers the cumulative impact of this project, which necessarily requires the study of other urban development in the area, considering such effects as total amount of farmland lost, farmland conversion trends, and what would be a significant lost amount and a significant loss trend to which this project contributes.

1.3 Less-than-significant impact with mitigation incorporated. The project has at hand a well-established mitigation tool to turn a potentially significant impact into a less-than-significant impact with mitigation incorporated. This is to require the purchase of an agricultural-conservation easement (ACE) on similar= area and -quality farmland (that is, Prime Farmland and Farmland of Statewide Importance) elsewhere.

The standard method of mitigation accepted through legal precedent in California is through the purchase of an agricultural-conservation easement. The outline of such an easement is available from the California Department of Conservation as a "model easement" which can be fitted to particular circumstances.

2 The MND fails to comply with the general-plan policies of the City of San Jacinto

San Jacinto's general plan makes a number of policy statements relating to agriculture; the MND fails to comply with these policies. In summary:—

1.) GP policy to address agriculture, in compliance with state law.— In section LU-2, "Overview", the general plan states: "State law requires the Land Use Element to address proposed general distribution, general location and extent of the uses of the land for housing, business, industry, open space, including agriculture . . . ."

By ignoring the Potential Significant Impact (as defined by CEQA) of converting Prime Farmland and Farmland of Statewide Importance of this project, the MND has failed to address the uses of the land for agriculture.

2) GP policy to prioritize alternatives to impacting agriculture.— In Section LU-2e, the general plan states as a policy "Give priority to redevelopment and infill projects that reduce development pressure on agricultural lands and other sensitive resources."

The MND has failed to consider project alternatives such as redevelopment and infill which would reduce development pressure on agricultural lands such as the proposed project site, and therefore fails to comply with the general plan of the City of San Jacinto.

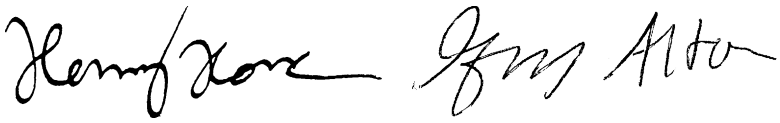
3) GP policy to maintain agricultural feasibility.— In section LU-2f, the general plan states as a policy: "Work with property owners and agricultural operations interested in retaining agricultural land to identify feasible ways to maintain the land in agricultural production."

By not making a finding of less-than-significant with mitigation incorporated that would establish an ACE or utilize some other acceptable method of mitigation that retains agricultural land or maintains land in agricultural production, the MND has failed to comply with the City of San Jacinto's general plan..

3 Closing

This concludes our current brief review of the MND of the New Gen Project. A description of our professional qualifications is found in the appendix that follows.

Sincerely,



Henry House Gregory A. House

4 Qualifications of House Agricultural Consultants

4.1 Gregory A. House. Agricultural Consultant · Agronomist · Professional Farm Manager · Rural Appraiser · Farmer.

Experience:—

– Agricultural consultant, 1983–present—House Agricultural Consultants, providing agricultural-science, economics, management, and appraisal services.

– Farmer, 1987–present.—Growing organic apples, peaches, cherries, apricots, field and seed crops.

– Corporation secretary and consulting agronomist, 1977–1983—Hannesson, Riddle & Associates, Inc.

Professional affiliations:—

– American Society of Farm Managers & Rural Appraisers
– American Society of Agronomy
– Crop Science Society of America
– Soil Science Society of America
– California Certified Organic Farmers
– California Farm Bureau.

Accreditations:—

– Accredited Farm Manager (AFM), American Society of Farm Managers & Rural Appraisers, certificate no. 501

– Certified Professional Agronomist (CPAg), American Registry of Certified Professionals in Agronomy, Crops. & Soils, Ltd., certificate no. 2319

– Certified Crop Advisor (CCA), American Registry of Certified Professionals in Agronomy, Crops. & Soils, Ltd.

N.B.—These credentials have continuing-education requirements with which I am in compliance.

Education:—

– B.S., Crop Ecology, University of California, Davis, 1975, with Honors

– Numerous courses from the University of California Extension in agricultural economics, crop management, real estate, & hazardous waste management

– Cornell University Certificate Program, Implementing Good Agricultural Practices: A Key to Produce Safety

– Courses of the American Society of Farm Managers & Rural Appraisers: Principles of Rural Appraisal · Advanced Rural Appraisal · Eminent Domain · Report Writing School · Economics of Farm Management · Principles of Farm Management · Standards and Ethics · Permanent Plantings Seminar · Standards and Ethics for Farm Managers · ASFMRA Code of Ethics

National Uniform Standards of Professional Appraisal Practice Courses of the Appraisal Institute: Basic Valuation Procedures · Real Estate Statistics and Valuation Modeling · Advanced Income Capitalization · Valuation of Conservation Easements Certificate Program · Condemnation Appraising: Principles and Applications · Appraising the Appraisal · How Tenants Create or Destroy Value: Leasehold Valuation and Its Impact on Value.

– Former Accredited Rural Appraiser (ARA), American Society of Farm Managers & Rural Appraisers, certificate no. 749 (retired).

Expert-witness court testimony:—

– Superior Court Qualified Expert Witness in the following California counties: Alameda, Colusa, Kern, Fresno, Madera, Merced, Monterey, Orange, Riverside, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Solano, Sonoma, Sutter, Ventura, Yolo

– United States Tax Court qualified expert witness

– United States Bankruptcy Court qualified expert witness.

A comprehensive listing of Mr. House's depositions and trial appearances is available upon request. The list currently numbers seventy-two matters in which Mr. House gave sworn testimony (either deposition, trial or hearing appearance, or both), including thirty-two trial appearances.

Awards:—

– CCOF Presidential Award, California Certified Organic Farmers, February, 2001.

– Meritorious Service in Communications, American Society of Farm Managers & Rural Appraisers, November 2004.

– H.E. Buck Stalcup Excellence in Education Award, American Society of Farm Managers & Rural Appraisers, October, 2011.

Appointments & activities:—

– Adjunct Lecturer, University of California, Davis, Department of Agricultural & Resource Economics, current; Courses ARE 140 Farm Management; ARE 145 Appraisal of Farms & Rural Resources, 2015–2021.

– Instructor, *Principles of Farm Management*, an Internet course of the American Society of Farm Managers & Rural Appraisers, 1996–2007.

– President, California Chapter American Society of Farm Managers & Rural Appraisers 1994–1995; Secretary–Treasurer, 1984–1990.

– Board of Directors, Yolo Land Trust, 1993–2001.

– Board of Directors, American Red Cross, Yolo County Chapter 1987–1989.

– Member, Yolo County Right to Farm Grievance Committee 1992–1995.

– Vice Chairman, Management Education Committee, American Society of Farm Managers & Rural Appraisers, 1998–2000 (committee member since 1986).

– Yolo County LAFCo Agricultural Forum LESA subcommittee, 1999.

– California Certified Organic Farmers: Treasurer of the Board of Directors, 1998–2003; Executive Director, 1999–2000; Member of the Finance Committee, 1998–current.

– CCOF Foundation Going Organic Program, Management Team member, 2006–2012.

– USDA Organic Grant Panel member, Washington, DC, 2002.

– City of Davis Open Space and Habitat Commission, 2006–2016, Chairman, 2007–2009.

– Member, Fruit Orchard Technical Advisory Group, Filoli Gardens, Woodside, California.

– Member, Organic and Sustainable Agriculture Program Steering Committee, University of California Cooperative Extension, Yolo and Solano Counties, California, 2008–2013.

– Member, Solano County Right to Farm Grievance Committee 2022–present.

Speaking engagements:—

– Guest lecturer, University of Florida at Gainesville–Vegetable Crops Department. Seminar on transition to organic agriculture, November 1994.

– Featured program speaker, 1995 annual *Eco-Farm Conference*. Lecture on economics of organic-apple production, Asilomar, California, 1995.

– Guest speaker, multiple events of Community Alliance with Family Farmers. Presentations on farm management and agricultural economics, 1996 and 1997.

– Instructor, American Society of Farm Managers & Rural Appraisers. Course "M-12", *Standards and Ethics for Professional Farm Managers*, March 1997.

– Guest speaker, American Horticultural Society. Lecture entitled *Challenges of Organic Stone Fruit Production*, Sacramento, California, July 2001.

– Organizer and presenter, *Going Organic Kickoff Meetings*. A program of California Certified Organic Farmers, November 2005 and December 2006.

– Master of ceremonies, annual meeting of California Certified Organic Farmers. Sacramento, California, February 2006.

– Featured program speaker, 2012 annual *Eco-Farm Conference*. Lecture entitled *Imitating Natural Systems: Towards an Indigenous Agro-forestry*, Asilomar, California, 2012.

– Seminar presentation, American Society of Farm Managers & Rural Appraisers. *Rapid Fire Seminar: What Makes for Comparable Sales in Condemnation Appraisal*—Reno, Nevada, October 2013.

– Featured program speaker, 2014 annual *Eco-Farm Conference*. Lecture entitled *Food Safety Regulatory Compliance in Fruit Orchards*, Asilomar, California, 2014.

Publications:—

– *Principles of Farm Management*, course "M-10", a forty-hour professional-credit online educational offering of the American Society of Farm Managers & Rural Appraisers.

– *Conservation Issues in Agriculture*, a unit of course "M-25", a fifteen-hour professional-credit online educational offering of the American Society of Farm Managers & Rural Appraisers.

– *A Primer on Organic Agriculture*, an article in *2006 Trends in Agricultural Land and Lease Values*, a publication of the California Chapter of the American Society of Farm Managers & Rural Appraisers.

– *Case Study: Using Indigenous Agroforestry Management Techniques to Support Sustainability in Production Agriculture*, a paper-poster presented at *Harlan II, An International Symposium on Biodiversity in Agriculture: Domestication, Evolution and Sustainability*, September 14–18, 2008, University of California–Davis.

4.2 Henry House. Economist · Rural-Property Appraiser · Agricultural-Management Expert · Farm Manager · Farmer.

Summary of professional expertise:—

– California appraiser's license number AG-3010876 (Certified General Appraiser). This is the highest level of licensing for a real-estate appraiser and additionally qualifies Mr. House to value business interests, intellectual property, and other specialized assets and to opine on appraisals by others (the service of appraisal review).

– Management controversies regarding agricultural business; standard of care.

– Agricultural economics and business lost profits; econometric controversies.

– Value of lost crops, emblements, and foodstuff inventory.

– Farm management: good farming practices in row crops and orchards, such as almonds and walnuts.

– Livestock management: carrying capacity of land, range management, standard of care for control of grazing animals, fencing.

– Right-to-farm issues, e.g., vehicle–agriculture, vehicle–livestock conflicts in agricultural districts, feasibility of agriculture on urban-proximate lands, spraying drift.

– Appraisal: valuation in disputes concerning real property, valuation of agricultural and rural land, valuation of valuation of agricultural personal property (e.g., chattel), valuation of agricultural-commercial facilities (e.g., aquaculture), valuation of development rights, assessed-value analysis for assessment appeal.

– Condemnation: valuation services for this appraisal specialty, including severance damages, in support of eminent-domain litigation.

– Conservation projects: Mr. House has assisted numerous land trusts in establishing conservation easements, including The Nature Conservancy, Yolo Land Trust, Solano Land Trust, Agricultural-Natural Resources Trust, River Partners, and Sutter Buttes Regional Land Trust.

– Management evaluation of commercial equestrian facilities.

– Management of rural property.

– Statistical analysis, geographic-information-system (GIS) analysis, and software engineering (analytics).

– Expert services to litigation on the foregoing with deposition and trial-testimony experience; partial list of matters below. Qualified expert in the counties of Butte, Colusa, Kern, and Riverside.

Representative recent matters in which Mr. Henry House was retained by counsel as a forensic expert (venued in a superior court of the State of California, except as noted):—

Court for the Northern District of California, March 2026.—A confidential matter involving economic losses and management controversies with respect to CBD hemp crops, venued in federal court.

County of Santa Clara, March 2026.—Topic: agricultural economics · almonds · private equity. *Park Capital Management, LLC, derivatively on behalf of Orchard Yield Fund I, LP, plaintiff, v. Satya Chillara, Rajs Funds LLC, Sunil Dhar, et al., defendants, and Orchard Yield Fund I, LP, nominal defendant* (case no. 22CV402044). A controversy over the profitability of almond orchards developed with private-equity funding in Fresno County in 2016. Scope included a study of the agricultural economics of almonds from the 2010s to present as background to assist the court in understanding appropriate investors' expectations from a private-equity investment in almond orchards made in 2016. Mr. House's opinions were submitted to the court in a narrative report.

County of Hamilton, State of Ohio, January 2026.—Topic: agricultural lost profits · pistachios · private equity · racketeering. *Kingman 1139 Investment Partners LLC v. Wilbert B. Markovits, Esq., Jonathan R. Deters, Esq., and Markovits, Stock & Demarco LLC.* A matter of legal malpractice claimed regarding the client's prior representation in a matter concerning an Arizona pistachio orchard, financed by private equity, whose investment was lost to a racket. Scope included feasibility of the pistachio-orchard development, investors' expectations in the private-equity investment as of 2016, and economic damages from the loss of the investment in the project. Mr. House's opinions were submitted to the court in a narrative expert report.

County of Barron, State of Wisconsin, December 2025.—Topic: agricultural economics · foodstuff valuation · cheese. *Damages in Dairy Pride, et al. v. Comstock Creamery, et al.* A matter of the loss of an warehouse of organic white-cheddar cheese, principally amounting to chattel value of the wholesale inventory, but also including a component of lost profits from a retail cheese store. Mr. House's opinions were submitted to the court in a narrative expert report.

County of Tulare, October 2025.—Topic: econometrics · agricultural irrigation · evapotranspiration · water rights · California Sustainable Groundwater Management Act (SGMA). *Friant Water Authority v. Eastern Tule Groundwater Sustainability Agency* (case no. VCU306343). A matter of claimed economic damages due to the defendant's method of charging and accounting for groundwater drawn from a regulated basis by its members, primarily farms growing diverse crops. Scope included discounted present valuation of a revenue-sharing agreement having a substantially greater nominal value, informed by expertise in econometrics and farm management.

County of Yellowstone, State of Montana, September 2025.—Topic: standard of care for crop farming · fire safety · wheat. *Colin Funk v. Stephen Becker and Becker Farming* (case no. DV-56-2024-0001290-NE in Montana's Thirteenth Judicial District). A matter of fire damage to rural-residential land near Billings, Montana. The plaintiff retained and designated Mr. House to analyze the defendants' standard of care in performing harvest operations on a wheat field where a fire originated. To our understanding, Mr. House's opinions, which were submitted to the court in a written report, were of evidentiary relevance to the plaintiff's legal theory of negligence by the defendants.

County of Sacramento, September 2025.—Topic: farming standard of care · agricultural dust · walnuts. *Gerald Larson, et al. v. Robert Larson, et al.* (case no. 34-2021-00294930, consolidated with 34-2021-00311331 and 34-2022-00327390). An auto-accident case wherein dust allegedly originating from some defendants' walnut orchard obscured visibility on a public road, contributing to

an accident with multiple vehicles involved. Mr. House was retained and designated to review the location of the incident, the crops and nature of agriculture in the area, and the standard of care used by the farming defendants, reasonableness of their actions, and their process for conducting agricultural operations, opining on the same and in rebuttal of other experts.

County of Butte, June 2025.—Topic: agricultural lost profits · olives. *Zih Jun Wang v. Pacific Gas & Electric Company, et al.* A case regarding an olive grove in Butte County, where portion of the trees were destroyed by a utility company, in substantial excess of the utility's real-property rights under its easement to undertake fire-prevention activities. Mr. House opined on the economic impact of the trees' destruction, including cost of restoration, timeline to return to productive capacity, and lost profits, thereby assisting the client to obtain a settlement.

County of Wake, State of North Carolina, November 2024.—Topic: farm management, standard of care for labor contracting. *Carlos Moreno, et al. v. Florida Orange Gold, LLC, José Javier Gutierrez, Gilberto Gutierrez, and Howell Farming Co., Inc.* Mr. House was retained and designated for expertise on the client's standard of care in hiring contract labor in Wayne County, North Carolina. Plaintiff Moreno suffered a workplace injury, alleged to have been caused by heat sickness, while weeding watermelons as a contract laborer (as an employee of Florida Orange Gold) on the farmland of client Howell Farming Co. (defendant); the plaintiffs' cause of action against Howell was negligence. Mr. House opined on several controverted factual elements of the allegation of negligence, including the division of responsibility for workers' safety between farm-labor contractor (employer) and farmer hiring contract labor (nonemployer owner of the crop and possessor of the farmland), customary and accepted practices to manage risk of heat illness from hot weather, and whether summertime weeding in eastern North Carolina meets the characteristics of an "inherently dangerous activity" as defined by North Carolina law.

County of Sacramento, July 2024.—Topic: real-estate costs to cure · appraisal · conspiracy.—*Robert Williams and Christina Williams v. Dynamic Asset Solutions, LLC, Prato Real Estate, Inc., Bricker Construction, Inc., and Finley Home Services, Inc., et al.* Mr. House was retained by Williams and opined in deposition on the fair market value of the subject property, a luxury home, in as-sold condition, its fair market value as if it had not suffered from damage discovered by buyer, and the market cost of repairs. Additional details on this matter are found in Mr. House's separately provided testimony list.

County of Los Angeles, March 2024.—Topic: real-estate appraisal. *JP's Nevada Trust v. 2Bulls Conservation Ventures et al.* Mr. House was retained by JP's Nevada Trust and opined on valuation methodology and opined the fair market value of three ranch properties at the times of three controverted transactions in service of the plaintiff in a dispute in which the buyer (plaintiff) alleged conspiracy to defraud and a pattern of racketeering activity in violation of 19 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act (RICO). Additional details on this matter are found in Mr. House's separately provided testimony list.

County of Nevada, November 2023.—Topic: lost profits. *Andrew Hainsworth, et al. v. Pacific Gas & Electric Company.* A fire loss on a property in Rough and Ready. Mr. House was retained by Hainsworth and subsequently opined written findings regarding the plaintiff's lost profits from licensed *Cannabis* production in rural Nevada County, including an opinion on the market value of Nevada County-grown *Cannabis* relative to the market in aggregate.

County of Franklin, State of Washington, September 2023–June 2024.—Topic: real-estate appraisal. *Ice Harbor Properties, LLC and Certain Underwriters Subscribing to Certificate No. XLS0342717 v. Agri Control Technologies, Inc. d.b.a. BTU Ventilation and Parrish Stakkeland* (case no. 20-2-50118-11, Superior Court of the State of Washington, County of Franklin). A dispute over the compensation due by the defendants for the fire loss of the plaintiff's real property, a warehouse specialized for climate-controlled bulk storage of potatoes and onions. The plaintiffs retained and designated Mr. House as a rebuttal witness to opine on the fair market value of the lost building, the market for similar buildings, and other experts' opinions.

County of Tulare, July 2023.—Topic: livestock economics · real-estate appraisal. *Jones, et al. v. Pleasant Valley Canal Company, et al.* (case no. VCU274417). A dispute over a cattle-ranching and hay-growing operation which the plaintiffs alleged had been damaged by the operation of a canal crossing the plaintiffs' property. The scope for which Mr. House was retained and designated by the defendants included analyzing the plaintiffs' alleged diminution of value of real estate, analyzing the plaintiffs' alleged economic loss from death of cattle, and opining on the water company's standard of care in maintenance of its canal. Additionally, I assisted retaining counsel to engage an expert in veterinary pathology.

County of Minidoka, State of Idaho, March–August 2023.—Topic: standard of care for livestock fencing. *Michael O. Ottley v. Hanssen et al.* (case no. CV34-21-00168, District Court of the Fifth Judicial District of the State of Idaho). An auto-accident case wherein the defendants' cattle had escaped onto a public road and been struck by the plaintiff in rural Minidoka County, Idaho. The defendants retained and designated Mr. House to analyze the defendants' standard of care in managing the cattle, to opine on the quality of the defendants' fencing in comparison to locally accepted standards of adequacy, and for rebuttal of the plaintiff's fencing expert.

County of Imperial, November 2022–February 2024.—Topic: agricultural economics · hay. *Freddi Abatti et al. v. James Davis, et al.* (case no. ECU002597). The defendants retained and designated Mr. House to evaluate the lost profits in hay crops in Imperial County resulting from a fire.

County of Merced, September 2022–January 2024.—Topic: agricultural economics · lost profits · almonds. *Athwal Investments et al. v. San Luis Pump Co. et al.* (case no. 20CV03787). A matter of almond trees in Merced County allegedly damaged consequent to lack of irrigation water. Scope included analysis of the economic lost profits from orchard trees lost and replanted as well as from lost yield in service of two defendants.

See also.—Mr. House's separately provided listing of testimonies lists additional matters.

Partial list of management-consulting assignments:—

– Numerous consulting assignments for Leland Stanford Junior University on the management of its agricultural lands, which feature cattle, horses, and vegetable crops. Topics addressed have included livestock standard of care, carrying capacity of lands, safety of animals, safety of structures, and management of drainage and water quality.

– Consulting farm management for John and Marie Cronin Trust B, a landowner near Rio Vista, California. Lands were utilized for cattle grazing.

– Numerous appraisal assignments of farmland and rangeland properties utilized for crops and livestock (cattle, sheep, and aquaculture).

– A list of additional management-consulting clients served available on request.

Experience:—

Agricultural consultant, appraiser, consulting agricultural economist.— House Agricultural Consultants, providing agricultural science, economics, management, and appraisal services. 2000–present.

Farmer.— Coco Ranch, a family farm growing organic apples, peaches, cherries, and field crops and raising sheep, poultry, and goats. 2000–present.

Education:—

– B.S., "Natural History", University of California, Davis, 1999, with Honors. Coursework in agronomy, botany, ecology, entomology, geology, hydrology, nematology, plant pathology, soil biology, sustainable agriculture, statistics, and wildlife biology.

– Numerous courses of the American Society of Farm Managers & Rural Appraisers (ASFMRA) regarding farm management, agricultural consulting, and appraisal. Recently completed: *Livestock Ranch Seminar* (February 15, 2024) and *Appraisal of Water Rights Seminar* (March 8, 2024), both in ASFMRA's appraisal-education series.

– Numerous courses of the Appraisal Institute regarding real-estate appraisal.
– Courses from Savory Institute regarding livestock management.

Appointments & activities:—

– Lecturer–instructor, Department of Agricultural & Managerial Economics, University of California–Davis, 2015–present.

– 2026 cohort of Prohuman Foundation's Prohuman Ambassador Program. The Prohuman Foundation is a 501(c)(3) nonprofit organization that exists to promote the foundational truth that every person is a unique individual united by our shared humanity.

– Member, Solano County Farm Bureau.
– Member, American Society of Farm Managers & Rural Appraisers.
– Board of Directors, Davis Media Access, Davis, California, 2014–2017.
– Board of Directors, Davis Farmers Market Association, 2001–2003.

Publications & speaking engagements:—

– Course ARE 140, "Farm Management", and are 145, "Appraisal of Farms & Rural Resources", University of California–Davis, 2015–present.

– *Principles of Farm Management*, Course M-10, a 40-hour professional credit Internet educational offering of the American Society of Farm Managers & Rural Appraisers, 1999–2023.

– Educational speaker at the annual meeting of the California Chapter of the American Society of Farm Managers & Rural Appraisers, November 19, 2021, Coalinga, California. Topic: valuation of conservation easements.

EXHIBIT D

Shawn Smallwood, PhD
3108 Finch Street
Davis, CA 95616

Yaneli Hernandez, Senior Planner
Planning and Building Division
595 South San Jacinto Avenue
San Jacinto, CA 92583

13 April 2026

RE: Chacon Farms Project

I write to comment on potential impacts to biological resources that would result from development of the proposed Chacon Farms Project. With a General Plan Amendment and Zone Change to increase allowed housing density, the project would add 419 single-family residential units on 75.7 acres at the northwest corner of W Esplande Ave and Cawston Ave in San Jacinto, California. My comments that follow address my concerns that the Draft Initial Study/Mitigated Negative Declaration (IS/MND), supported by a biological technical report prepared by Psomas (2024), mischaracterizes the existing environmental setting, and that its impacts analysis is flawed and its mitigation measures are inadequate.

My qualifications for preparing expert comments are the following. I hold a Ph.D. degree in Ecology from University of California at Davis, where I also worked as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, wildlife interactions with the anthrosphere, and conservation of rare and endangered species. I authored many papers on these and other topics. I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society, and I've lectured part-time at California State University, Sacramento. I was Associate Editor of wildlife biology's premier scientific journal, The Journal of Wildlife Management, as well as of Biological Conservation, and I was on the Editorial Board of Environmental Management. I have performed wildlife surveys in California for forty-one years. My CV is attached.

THE WILDLIFE COMMUNITY AS A BIOLOGICAL RESOURCE

Most environmental reviews pursuant to the California Environmental Quality Act (CEQA) focus on special-status species because CEQA's Checklist Evaluation of Environmental Impacts Question IV(a) asks specifically whether the project would adversely affect special-status species. However, this narrowly focused question is part of a larger policy goal of CEQA, which is "to prevent the elimination of fish or wildlife species due to man's activities, insure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities and examples of the major periods of California history." Pub. Res. Code § 21001(c). This policy is not restricted to special-status species; it also applies to wildlife populations and plant and animal communities, as it must, because special-status species are inter-dependent members of ecological communities. The

CEQA Guidelines Section 21155.1 defines wildlife habitat as "the ecological communities upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection." This definition is consistent with the scientific definition of habitat, which is that portion of the environment that is used by members of a species for survival and reproduction (Hall et al. 1997). An essential portion of the environment used by any special-status species is composed of the collection of other species of plants and wildlife, because these species provide for special-status species their forage, refugia and nest substrates, and some serve as ecological mutualists. The CEQA Checklist Evaluation assigns priority to special-status species to balance information and cost, but it does not exclude the need to evaluate environmental impacts to other species, which, after all, are members of the very communities within which special-status species inter-depend for survival and reproduction.

The species I consider to be special-status species are those listed in California's Special Animals List inclusive of threatened and endangered species under the California and federal Endangered Species Acts, candidates for listing under CESA and FESA, California's Fully Protected Species, California species of special concern, and California's Taxa to Watch List (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406), continental and region-specific US Fish and Wildlife Service Birds of Conservation Concern (https://www.fws.gov/sites/default/files/documents/birds-of-conservation-concern-2021.pdf), and naturally rare species such as raptors protected by California's Birds of Prey laws, Fish and Game Code Sections 3503, 3503.5, 3505 and 3513 (see https://wildlife.ca.gov/Conservation/ Birds/Raptors).

What follows is a summary of a site visit to detect as many of the species of wildlife as possible within the short time available. The visit was also intended to detect as many of the special-status species as possible, but with the understanding that most special-status species are less readily detectable due to rarity and crypticity. Nonetheless, the species detected can indicate the ecological integrity of the site and thus the likelihood of occurrence of special-status species not yet detected.

SITE VISIT

On my behalf, Noriko Smallwood, a wildlife biologist with a Master of Science Degree from California State University Los Angeles, visited the site of the proposed project for 2.57 hours of diurnal survey from 06:43 to 09:17 hours on 28 March 2026, and for 0.58 hours of diurnal survey and 2.58 hours of nocturnal survey from 18:30 to 21:40 hours on 29 March 2026. During daylight, Noriko walked the site where accessible, stopping to scan for wildlife with use of binoculars. At night, Noriko affixed a Pettersson M500 acoustic bat detector to a 20-foot pole, and cabled the detector to her computer, which ran SonoBat Live. SonoBat Live identifies bat species based on the bats' sonograms that are detected by the M500. Noriko recorded all species of vertebrate wildlife she detected, including those whose members flew over the site or were seen just off site.

Conditions were sunny with 3 MPH west wind and temperatures of 58-70° F on 28 March 2026, and sunny to clear with 7 MPH south wind and temperatures of 80-69° F

on 24 March 2026. The site is primarily row crops with a small pond at the northeast corner (Photos 1 and 2).



Photos 1 and 2. *Views of the project site, 28 March 2026. Photos by Noriko Smallwood.*

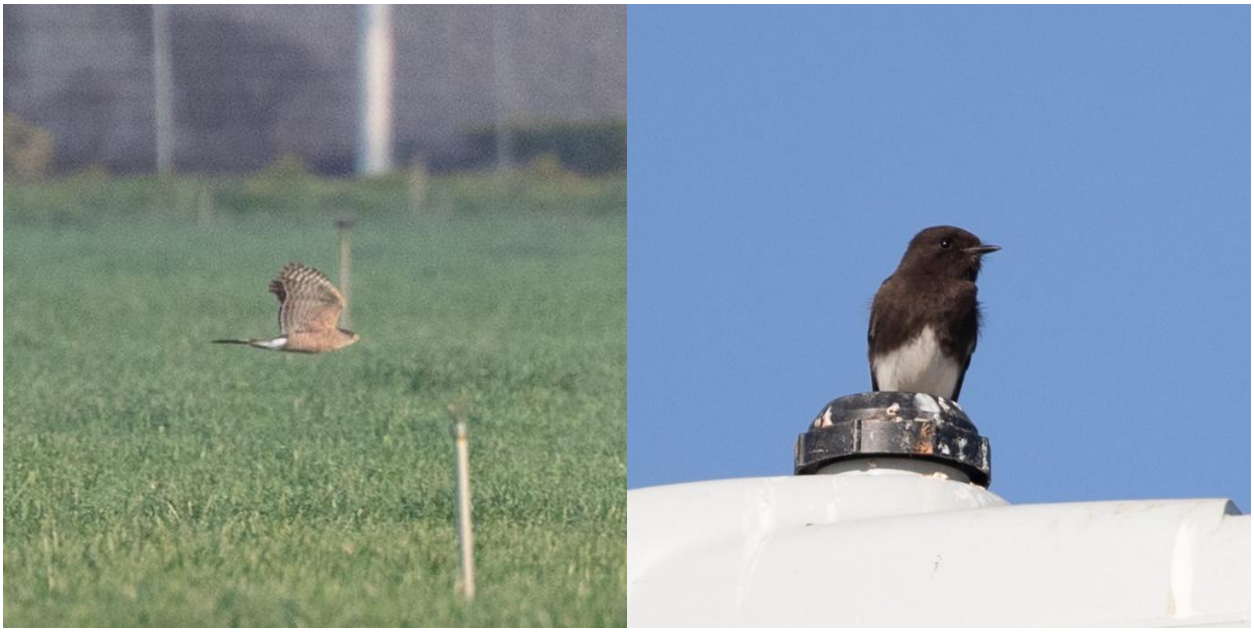
Noriko saw nesting red-tailed hawks (Photo 3), Cooper's hawk and black phoebe (Photos 4 and 5), Anna's hummingbird and California gull (Photos 6-8), killdeer and mallard (Photos 9 and 10), barn swallow (Photo 11), red-winged blackbird and tricolored blackbird (Photos 12 and 13), savannah sparrow and lesser goldfinch (Photos 14 and 15), big brown bat, canyon bat, Mexican free-tailed bat, and Yuma myotis (Photos 16-19), among other species listed in Table 1. Noriko detected 42 species of vertebrate wildlife at or adjacent to the project site, including seven species with special status (Table 1).

Noriko Smallwood certifies that the foregoing and following survey results are true and accurately reported.

Noriko Smallwood



Photo 3. *Red-tailed hawk bringing nest material to its nest in a palm tree on the project site, 28 March 2026. Photo by Noriko Smallwood.*



Photos 4 and 5. *Cooper's hawk (left), and black phoebe (right) on the project site, 28 and 29 March 2026. Photos by Noriko Smallwood.*



Photos 6 and 7. *Anna's hummingbird (left), and California gull (right) on the project site, 28 March 2026. Photos by Noriko Smallwood.*



Photo 8. *One of many flocks of California gulls flying over the project site, 28 March 2026. Photo by Noriko Smallwood.*



Photos 9 and 10. *Killdeer (left), and mallard (right) on the project site, 28 and 29 March 2026. Photos by Noriko Smallwood.*



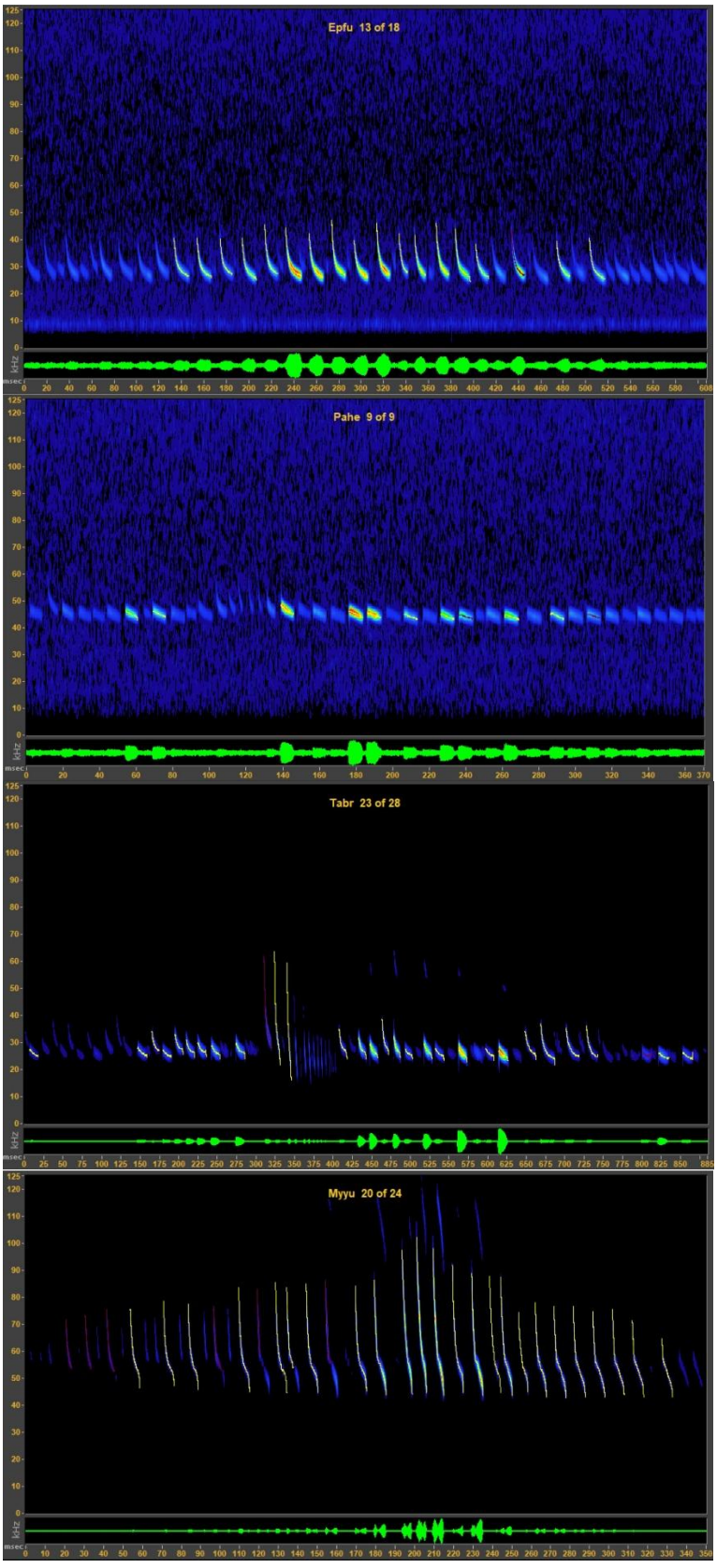
Photo 11. *Barn swallow on the project site, 28 March 2026. Photo by Noriko Smallwood.*



Photos 12 and 13. *Red-winged blackbird (left), and tricolored blackbird (right) on the project site, 28 March 2026. Photos by Noriko Smallwood.*



Photos 14 and 15. *Savannah sparrow (left), and lesser goldfinch (right) on the project site, 28 March 2026. Photos by Noriko Smallwood.*



Photos 16, 17, 18, and 19. *Sonograms of big brown bat (top), canyon bat (2nd from top), Mexican free-tailed bat (3rd from top), and Yuma myotis (bottom) on the project site detected using SonoBat Live and a Pettersson M500, 29 March 2026. Photos by Noriko Smallwood.*

Table 1. *Species of wildlife Noriko observed in 2.57 hours of diurnal survey on 28 March 2026, and in 0.58 hours of diurnal and 2.58 hours of nocturnal survey on 29 March 2026.*

Common name	***Species name***	**Status[1]**	**Notes**
Baja California treefrog	*Pseudacris h. hypochondriaca*		Called from pond area
Cinnamon teal	*Spatula cyanoptera*		Pond, foraged
American wigeon	*Mareca amcericana*		Flew over
Mallard	*Anas platyrhynchos*		Pond, foraged
Rock pigeon	*Columba livia*	Non-native	Many
Eurasian collared-dove	*Streptopelia decaocto*	Non-native	
Mourning dove	*Zenaida macroura*		
Anna's hummingbird	*Calypte anna*		
Black-necked stilt	*Himantopus mexicanus*		Called from pond area
Killdeer	*Charadrius vociferus*		Foraged
California gull	*Larus californicus*	BCC, WL	Many flocks flew over
Great blue heron	*Ardea herodias*		
Turkey vulture	*Cathartes aura*	BOP	Circled just off site
Cooper's hawk	*Accipiter cooperii*	WL, BOP	Flew low over site
Red-tailed hawk	*Buteo jamaicensis*	BOP	Nesting in palm tree
Cassin's kingbird	*Tyrannus vociferans*		
Black phoebe	*Sayornis nigricans*		
Say's phoebe	*Sayornis saya*		
American crow	*Corvus brachyrhynchos*		
Common raven	*Corvus corax*		
Barn swallow	*Hirundo rustica*		Foraged
Bushtit	*Psaltriparus minimus*		Foraged on fringe, trees
Bewick's wren	*Thryomanes bewickii*		
Northern mockingbird	*Mimus polyglottos*		
European starling	*Sturnus vulgaris*	Non-native	
House sparrow	*Passer domesticus*	Non-native	
American pipit	*Anthus rubescens*		
House finch	*Haemorphous mexicanus*		
Lesser goldfinch	*Spinus psaltria*		Foraged
White-crowned sparrow	*Zonotrichia leucophrys*		
Savannah sparrow	*Passerculus sandwichensis*		Foraged
Song sparrow	*Melospiza melodia*		
Red-winged blackbird	*Agelaius phoeniceus*		Many
Tricolored blackbird	*Agelaius tricolor*	CT, BCC, SSC1	Flew over
Great-tailed grackle	*Quiscalus mexicanus*		
Yellow-rumped warbler	*Setophaga coronata*		
Yuma myotis	*Myotis yumanensis*	WBWG:LM	
Canyon bat	*Parastrellus hesperus*	WBWG:M	
Big brown bat	*Episticus fuscus*	WBWG:L	
Mexican free-tailed bat	*Tadarida brasiliensis*	WBWG:L	

Common name	*Species name*	Status[1]	Notes
California ground squirrel	*Otospermophilus beecheyi*		Just off site
Botta's pocket gopher	*Thomomys bottae*		Burrows

[1] Listed on CDFW's Special Animals List (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406) as CT or CE = California threatened or endangered; SSC_i = California Species of Special Concern with i = priorities 1, 2 and 3; WL = CDFW's Taxa to Watch List; WBWG = Western Bat Working Group with priority rankings, of low (L), moderate (M), and high (H); BCC = U.S. Fish and Wildlife Service's Bird of Conservation Concern (https://www.fws.gov/sites/default/files/documents/birds-of-conservation-concern-2021.pdf); and BOP = protected by Birds of Prey (California Fish and Game Code 3503.5, see https://wildlife.ca.gov/Conservation/Birds/Raptors).

With Noriko's finding of tricolored blackbird – a species listed as Threatened under the California Endangered Species Act – and with her findings of several other special-status species, there is at least a fair argument that can be made for the need to prepare and EIR to accurately characterize the wildlife community as part of the existing environmental setting, which is needed to predict potential project impacts and to formulate an effective mitigation strategy.

ANALYSIS OF RECONNAISSANCE SURVEY DATA

Noriko detected 42 species of vertebrate wildlife, which was a relatively large number for the brevity of her survey effort. All the species in Table 1 would lose habitat due to the project and its replacement of natural ground covers with impervious surfaces. Assuming the habitat that would remain within the region is at carrying capacity for each species at issue, habitat loss translates directly to a numerical decline in the species. Smallwood and Smallwood (2023) confirmed this habitat loss by measuring the impacts of similar development projects on species richness and the abundances of wildlife. Smallwood and Smallwood (2023) directly compared the species and the numbers of animals observed prior to development to the those observed after development, while they did the same at control sites. The measured losses of these species resulting from development is indicative of habitat loss, because habitat is defined as that portion of the environment that is used for survival and reproduction by members of a species (Hall et al. 1997).

However, the species of wildlife Noriko detected at the project site were not the only species that were present during her survey, as there are always species that are not detected. To demonstrate this, I fit nonlinear regression models to Noriko's accumulation of first detections of vertebrate wildlife species with time into her daytime surveys to predict the number of species that she would have detected with longer surveys or perhaps with additional biologists available to assist her. The type of model is a logistic growth model, which reaches an asymptote that corresponds with the theoretical maximum number of vertebrate wildlife species that could have been detected during the survey. The model fit to Noriko's survey data from the morning of 28 March predicts 42 species of vertebrate wildlife were available to be detected, or 9 more species than she detected that morning (Figure 1). Noriko's rate of species

detections exceeded the upper bound of the 95% confidence interval estimated from many other morning surveys we have completed in the Inland Empire region, thus indicating the project site is relatively species-rich for the region.

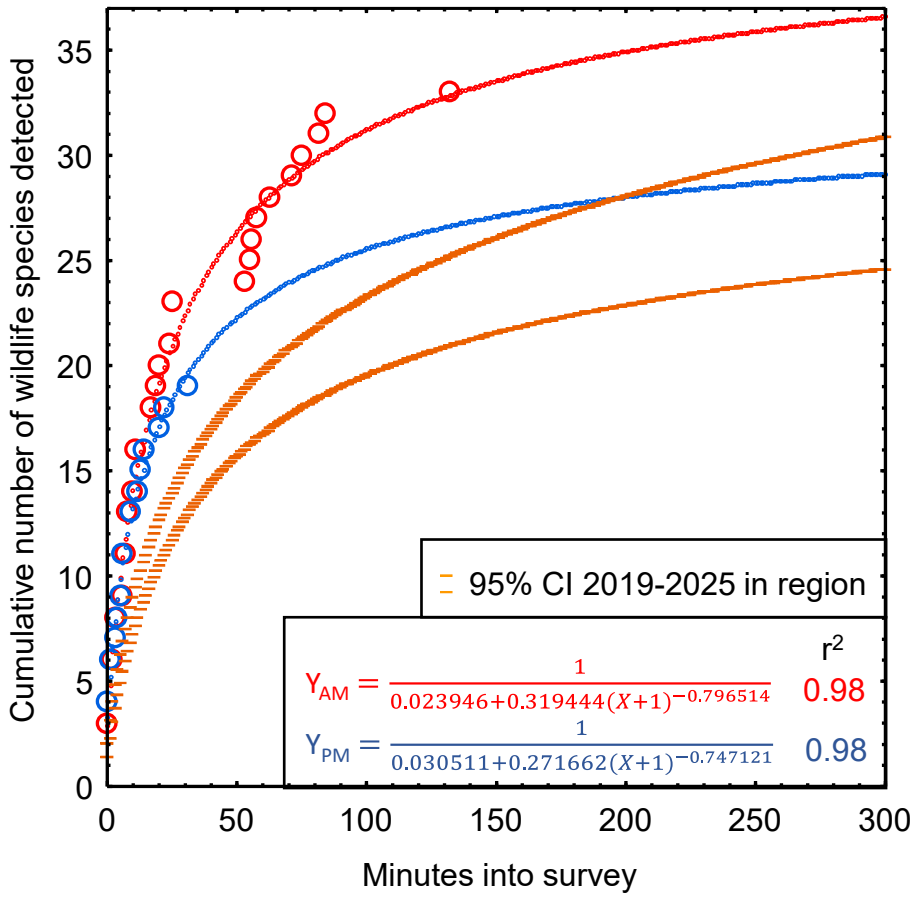


Figure 1. *Actual and predicted relationships between the numbers of vertebrate wildlife species detected and the elapsed survey time based on Noriko's visual-scan surveys at the project site on 28 and 29 March 2026. Note the confidence interval (orange) applies only to the morning survey (red line).*

Unknown are the identities of the species Noriko missed, but the species that Noriko did and did not detect on composed only a fraction of the species that would occur at the project site over the period of a year or longer. This is because many species are seasonal in their occurrence, some require more survey effort because they are highly cryptic, and the members of other species would visit the site only periodically while patrolling large home ranges. Surveys on only two days cannot possibly detect all of the species of the local wildlife community.

At least a year's worth of surveys would be needed to more accurately report the number of vertebrate species that occur at the project site, but I only have Noriko's one survey. However, by use of an analytical bridge, a modeling effort applied to a large, robust data set from a research site can predict the number of vertebrate wildlife species that likely make use of the site over the longer term. This analytical bridge draws inference from the pattern of species detections more than it does from the research site, and I note that the pattern, i.e., rate, of species detections is consistent from site to site.

As part of my research, I completed a much larger survey effort across 167 km² of annual grasslands of the Altamont Pass Wind Resource Area, where from 2015 through 2019 I

performed 721 1-hour visual-scan surveys, or 721 hours of surveys, at 46 stations. I used binoculars and otherwise the methods were the same as the methods I and other consulting biologists use for surveys at proposed project sites. At each of the 46 survey stations, I tallied new species detected with each sequential survey at that station, and then related the cumulative species detected to the hours (number of surveys, as each survey lasted 1 hour) used to accumulate my counts of species detected. I used combined quadratic and simplex methods of estimation in Statistica to estimate least-squares, best-fit nonlinear models of the number of cumulative species detected regressed on hours of survey (number of surveys) at the station: $\hat{R} = \frac{1}{1/a+b\times(Hours)^c}$, where $\hat{R}$ represented cumulative species richness detected. The coefficients of determination, r^2, of the models ranged 0.88 to 1.00, with a mean of 0.97 (95% CI: 0.96, 0.98); or in other words, the models were excellent fits to the data.

I projected the predictions of each model to thousands of hours to find predicted asymptotes of wildlife species richness. The mean model-predicted asymptote of species richness was 57 after 11,857 hours of visual-scan surveys among the 46 stations of my research site. I also averaged model predictions of species richness at each incremental increase of number of surveys, i.e., number of hours (Figure 2). On average I would have detected 17.6 species over my first 5.15 hours of diurnal surveys at my research site in the Altamont Pass (5.15 hours to match the 5.15 hours Noriko surveyed during daylight hours at the project site), which composed 30.9% of the predicted total number of species I would detect with a much larger survey effort at the research site. Given the example illustrated in Figure 2, the 34 vertebrate wildlife species Noriko detected in her 5.15 hours of daylight survey at the project site likely represented 30.9% of the species to be detected after many more visual-scan surveys over another year or longer. With many more repeat surveys through the year, Noriko would likely detect $34/0.309 = 110$ species of vertebrate wildlife in daylight surveys at the site. Assuming Noriko's ratio of special-status to non-special-status species was to hold through the detections of all 110 predicted species, then continued daylight surveys would eventually detect 16 special-status species of vertebrate wildlife.

Because my prediction of 110 species of vertebrate wildlife, including 16 special-status species, is derived from daytime visual-scan surveys, and would detect few nocturnal mammals such as bats, the true number of species composing the wildlife community of the site must be larger. Proof of this in Noriko's brief nocturnal survey in which she added 8 species of vertebrate wildlife to her tally, including 2 special-status species of bats. Noriko's reconnaissance survey should serve only as a starting point toward characterization of the site's wildlife community, but it certainly cannot alone inform of the inventory of species that use the site. More surveys are needed than her one survey to produce an inventory the project site's wildlife community. Nevertheless, the large number of species I predict at the project site is indicative of a relatively species-rich wildlife community that warrants a serious survey effort.

Considering the number of species – and the number of special-status species – yet to be detected, there is at least a fair argument that can be made for the need to prepare and EIR to accurately characterize the wildlife community as part of the existing

environmental setting, which is needed to predict potential project impacts and to formulate an effective mitigation strategy.

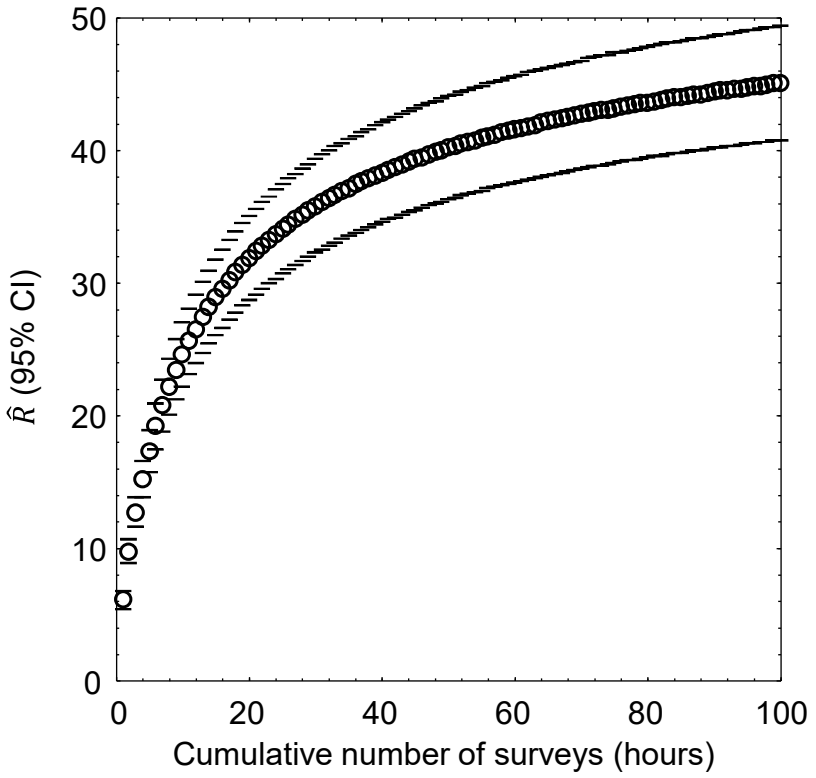


Figure 2. *Mean (95% CI) predicted wildlife species richness, $\hat{R}$, as a nonlinear function of hour-long survey increments across 46 visual-scan survey stations across the Altamont Pass Wind Resource Area, Alameda and Contra Costa Counties, 2015–2019. Note that the location of the study is largely irrelevant to the utility of the graph to the interpretation of survey outcomes at the project site. It is the pattern in the data that is relevant, because the pattern is typical of the pattern seen elsewhere.*

MISCHARACTERIZATION OF THE EXISTING ENVIRONMENTAL SETTING

CEQA's primary objectives should guide the design and conduct of CEQA review. Four of CEQA's primary objectives are to (1) accurately characterize the existing environmental setting, (2) disclose potential project impacts to the public and decision-makers, (3) foster public participation with decision-making over proposed projects, and (4) identify issues and feasible alternative mitigation measures to minimize environmental impacts. The first objective is essential to the other three, because an accurate understanding of the existing environmental setting is needed to predict impacts, provide the public with the means to meaningfully participate with issues of importance, and effectively strategize mitigation and project alternatives (Figure 3). For biological resources, essential information includes the species composition of the plant and wildlife communities, key ecological interactions, identification of ecological keystone species, determining the presence of special-status species or their habitats, and identifying risk factors that could result in significant direct, indirect and cumulative impacts should the project go forward.

The public and decision-makers need to know which species are susceptible to harm potentially caused by the project and its associated activities, and which are known to be vulnerable to harm once exposed to the environmental changes brought by the project. For these reasons, field studies are needed to identify as many of the species that occur

on the project site as reasonably feasible, and to otherwise examine the environmental conditions for their likelihood to support species that are not detected, otherwise known as "habitat assessment." A review of species occurrence records – also known as "desktop review" – is needed to identify the other species that potentially occur on the site – a process that is also referred to as "habitat assessment." Because habitat assessments that are based on either or both field study and desktop review are prone to uncertainty, emphasis needs to be directed to adequate field study to reduce the pool of species subjected to habitat assessment, thereby weighing the review more towards certainty. Appropriately weighted reviews are less susceptible to speculation over species occurrence likelihoods. For this reason, protocol-level detection surveys have been formulated for numerous special-status species of plants and wildlife, and otherwise best scientific practices are needed to provide a reasonable likelihood of detection of species that truly occur on the project site. The negative findings of a properly conducted detection survey are the only findings that can support a determination of species absence.

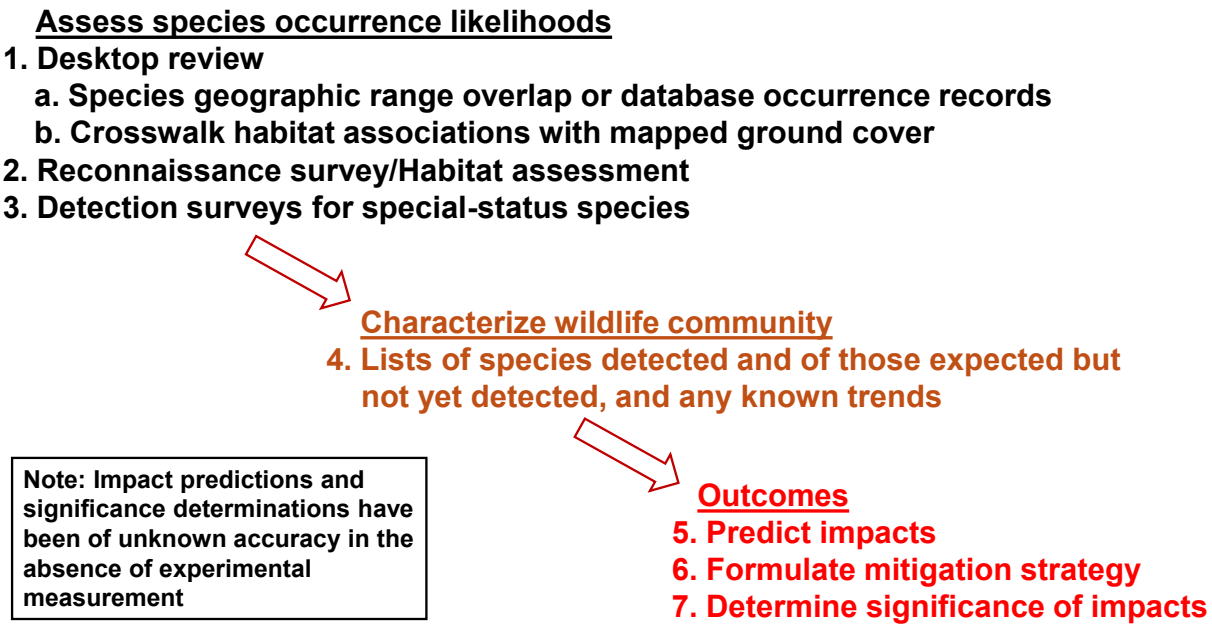


Figure 3. *General flow of information from its gathering through characterizing the existing environment to predicting impacts and their significance.*

Even among reviews founded on the best of field studies, there is always uncertainty over some of the determinations of species occurrences. The uncertainties of habitat assessments need to be managed to achieve CEQA's primary objectives. This means that the methodological details of both the field studies and desktop review need to be carefully and thoroughly reported, and it means that results need to be reported in context of their uncertainties. For example, the reporting of having detected 10 species in a reconnaissance survey is nearly meaningless without also reporting the numbers of species found in surveys of similar methods and effort levels, and the reporting of the failure to detect a given species is nearly entirely meaningless without also reporting the likelihood that species would be detected given the survey methods and effort level. The

same is true of desktop review; that is, there should be some means of validating habitat assessments based on the thousands of habitat assessments that have already been conducted in support of CEQA reviews. If industry standards in environmental review are to be credible, then they must include the use of the comparative method.

In the case of the proposed project, the IS/MND fails to explain how or why the steps taken to characterize the ecological community relate to CEQA's primary objectives. Additionally, the ecological community is inaccurately characterized as composed of only those species detected in reconnaissance surveys or deemed likely to occur based on desktop review of occurrence records. Furthermore, the IS/MND reports nothing about the uncertainties of Psomas's (2024) findings, which vastly diminishes the accuracy of the characterization of the existing environmental setting.

Environmental Setting informed by Field Surveys

Psomas (2024) deployed two biologists to record plant and wildlife species and map vegetation as a general site assessment on 19 September 2022. Psomas does not explain how its general site assessment contributes to CEQA's objectives, but it is my opinion that each documentation of a species detected in a survey lessens the uncertainty of the species composition of the local ecological community, and it hence improves the accuracy of the characterization of the environmental setting. However, more information needs to be reported so that survey findings can be considered in an appropriate comparative context to provide perspective and to address uncertainty that such findings as the number of species detected represent the true number of species that occur on the site. Psomas (2024) fails to report its survey start time, its survey duration, and how its findings compare to other similar surveys in the region.

Psomas (2024) compiles all wildlife species detections into a single list that fails to identify which species were detected during the reconnaissance survey. Comparing the Wildlife Compendia between Psomas (2024) and Psomas (2023a), it is apparent that most of the species in Psomas's (2024) Wildlife Compendium (app. A-2) were detected by the biologists who conducted focused burrowing owl surveys (Psomas 2023a), and two more were detected by biologists who conducted fairy shrimp surveys. The number of species detected solely during the reconnaissance survey is unreported.

Psomas (2024) reports 31 species of vertebrate wildlife were detected across all surveys. Four of these species are special-status species, despite the IS/MND's claim that "No candidate, sensitive, or special status species are expected to occur on the Proposed Project Site due to lack of suitable habitat and/or because they were absent during focused surveys." In comparison, Noriko detected 42 species of vertebrate wildlife over a much shorter survey effort. Psomas detected 13 species that Noriko did not, but Noriko detected 24 species that Psomas did not, and ultimately Noriko's survey effort brings the total number of vertebrate wildlife species detected on the site to 55, which is nearly double the number Psomas (2024) reports. A comparison between Psomas's and Noriko's surveys reveals that the wildlife community depicted by Psomas (2024) is nowhere close to accurate, and that it indicates that additional surveys would further increase the number of species known to the site.

Psomas (2024) documented 1.36 times number of vertebrate wildlife species as the average among surveys reported by consulting biologists at California project sites, and Noriko detected 1.39 times the number we average in our surveys of the same sites (Figure 4). Psomas (2024) documented about the same number of special-status species vertebrate wildlife as the average among surveys reported by consulting biologists at California project sites, and Noriko detected about the same number we average in our surveys of the same sites (Figure 5).

Two comparative contexts are needed to fully disclose the meanings of survey findings in the IS/MND. The first is to contextualize the survey findings relative to the survey effort, because otherwise it is misleading to insinuate that the species detected were definitive of the wildlife community. As Figures 1 and 2 demonstrate, additional surveys contribute to an increasingly more accurate characterization of the wildlife community, but eventually to a point at which the species inventory would be obtained. Quicker progress toward an accurate characterization of the wildlife community can be achieved by adding nocturnal surveys as well as specialized surveys for detecting bats, small mammals, reptiles and amphibians. However the surveys are done, it is imperative to compare survey findings to the findings from other surveys and their associated survey attributes to provide interpretive context such as to quantify the uncertainty of the findings, or alternatively to understand whether the findings fall within the expected range of findings given the survey methods and level of effort. If no such comparison is possible, then the lack of comparability should be discussed as a survey limitation.

Another example of how once can contextualize survey findings can be found in Figure 6, which compares Noriko's findings to hundreds of other survey results at other proposed project sites, developed sites, and at relatively intact "references sites," but it does so relative to the survey effort. This approach is more informative than the other comparative contexts because it factors in survey effort. Because Psomas (2024) fails to report key survey attributes, I cannot compare its reconnaissance survey findings to past consultant findings relative to survey effort.

The second comparative context is to assess the probabilities of detection considering the survey effort of each special-status species, whether detected or not. Psomas (2024) reports having failed to detect any special-status species of wildlife, but failures to detect special-status species can mean that the survey was inadequate. Each species presents survey personnel with a unique range of detection probabilities based on the species' natural history, its behavior patterns, survey effort, the study area's distance from known activity areas of the species, and the levels of skill of survey personnel. Many animals maintain home ranges that are larger than most project sites, and they periodically shift their foraging activities to various parts of their home range, hence occurring on a particular site only periodically. To detect these species, survey personnel must be at the site on the same date and time as the one or more members of the species. The probability of detection of any given species during any given survey is less than 100%, and for many species that truly occur on a given site, it is closer to 0%.

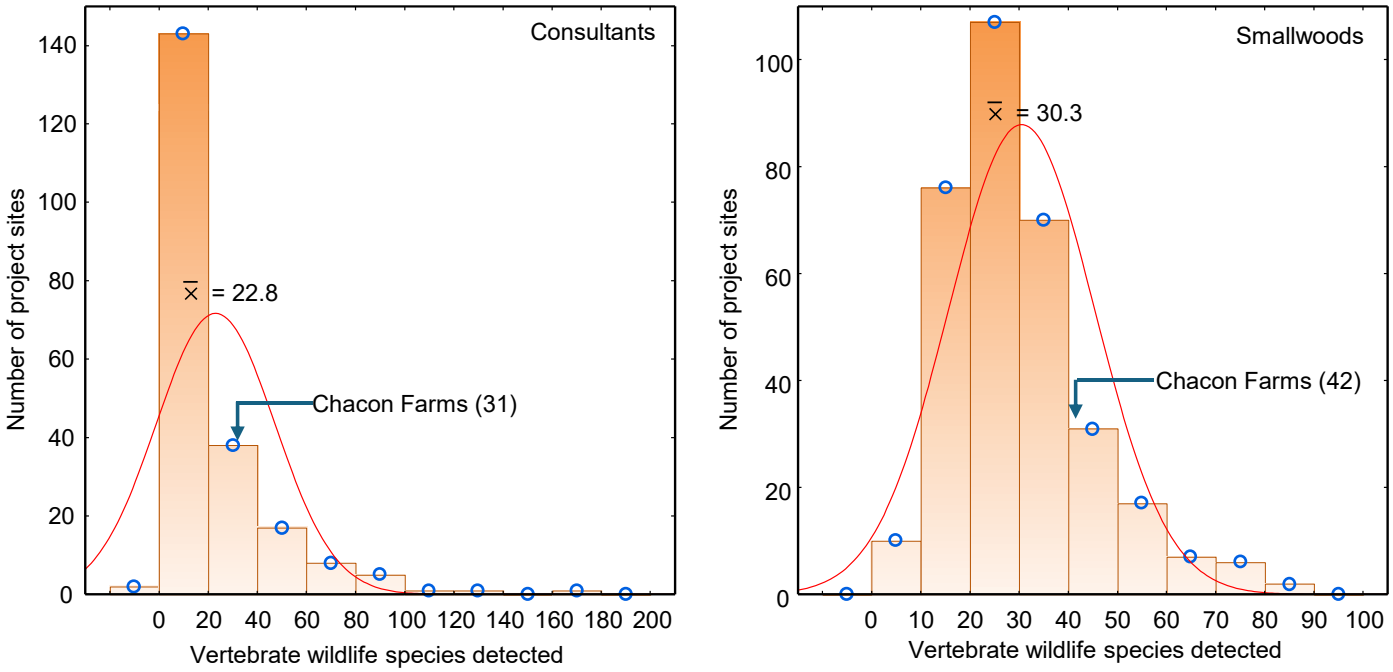


Figure 4. *Frequency distribution of the number of vertebrate wildlife species detected by consulting biologists (left graph) and by me and Noriko (right graph) among project sites surveyed in support of environmental reviews in California.*

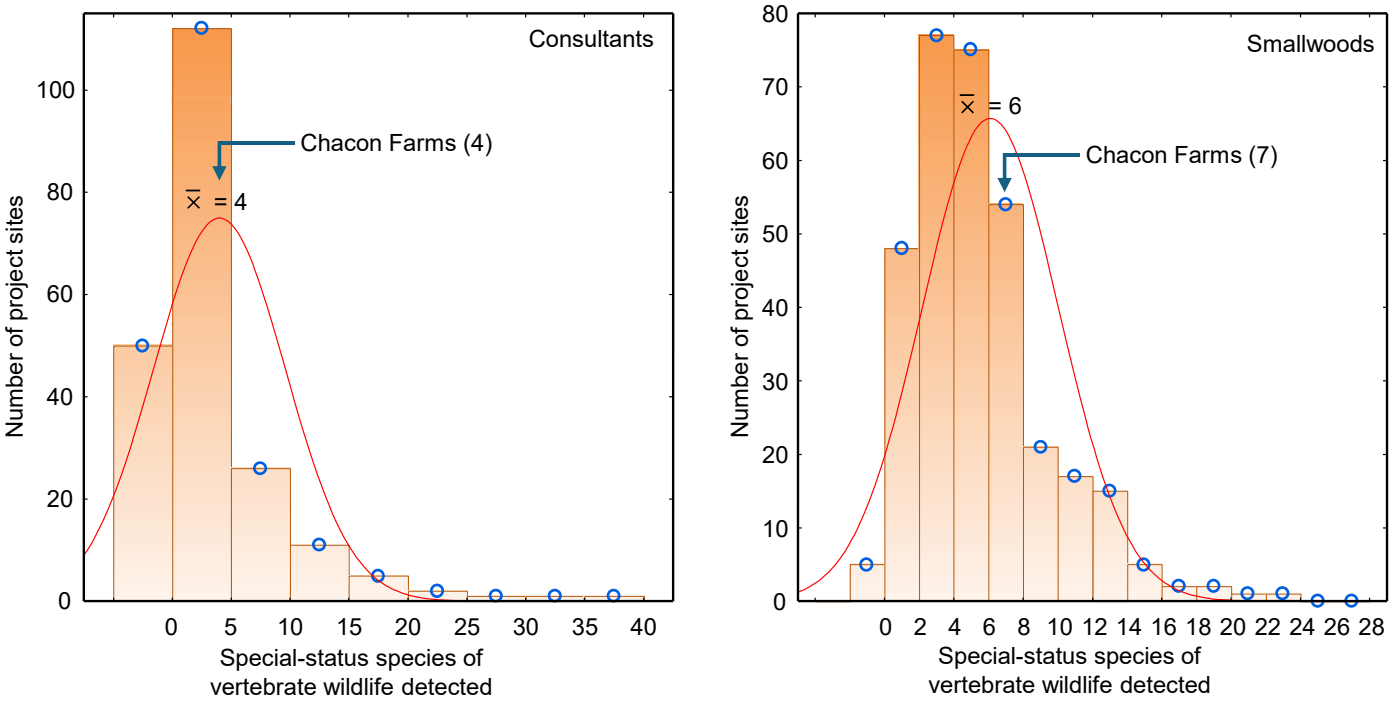


Figure 5. *Frequency distribution of the number of special-status species of wildlife detected by consulting biologists (left graph) and by me and Noriko (right graph) among project sites surveyed in support of environmental reviews.*

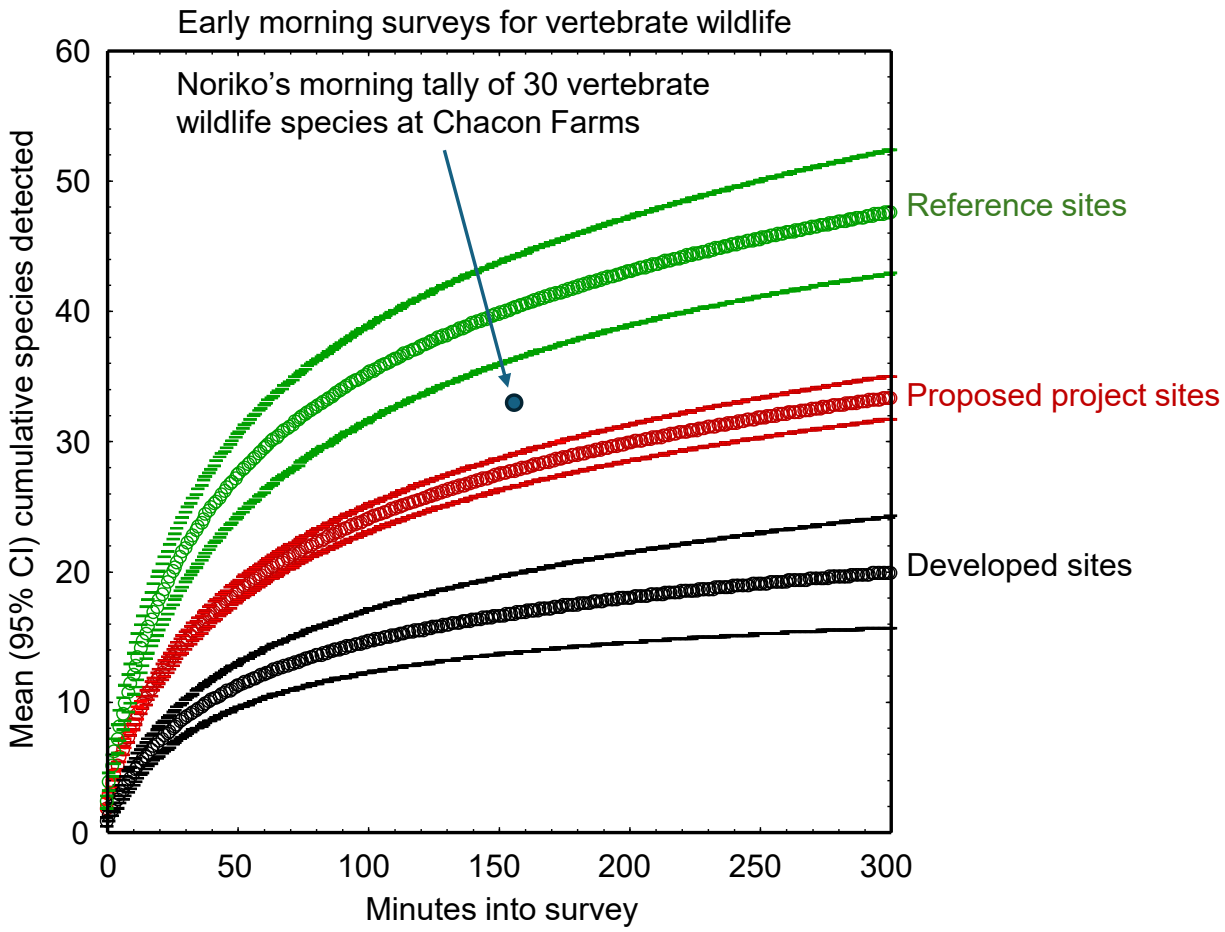
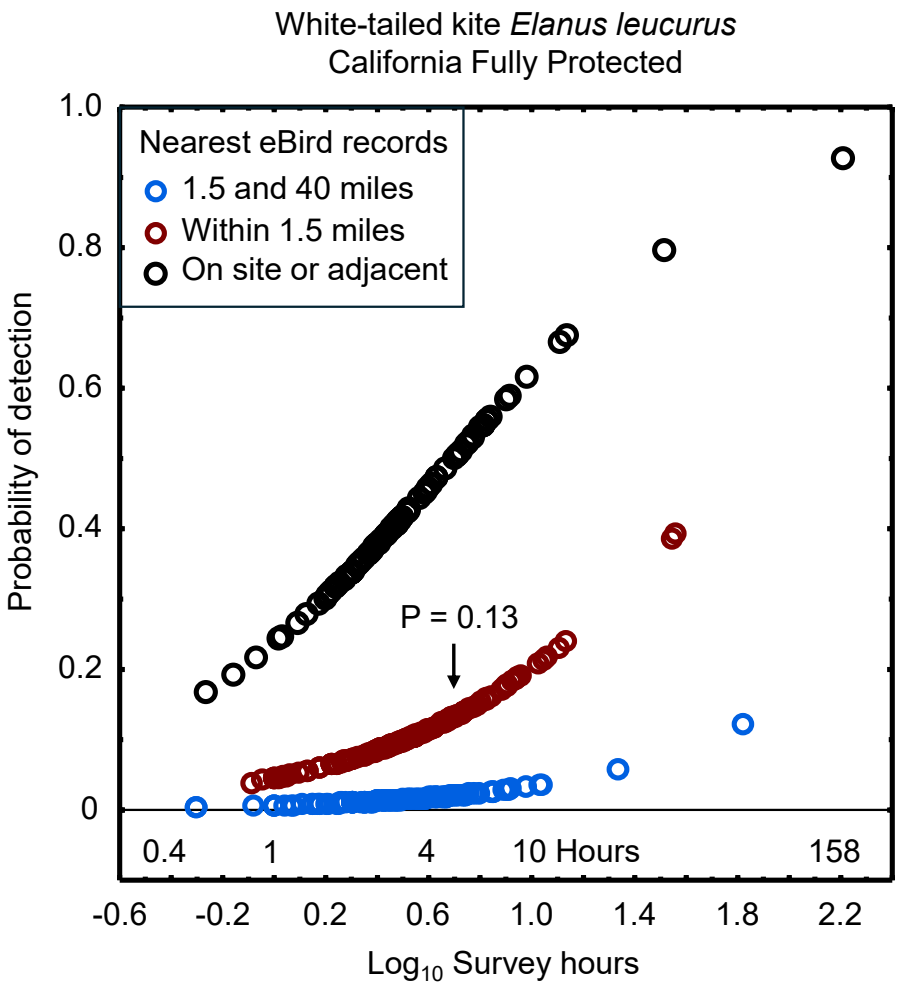


Figure 6. *Noriko Smallwood's survey findings at the Chacon Farms Project site relative to our survey findings at other project sites (red), at developed sites (black), and at more pristine sites that we survey as reference sites (green). Noriko's findings exceed the upper bound of the 95% confidence interval based on the results of hundreds of surveys at project sites, and they approach the lower bound of the 95% CI from many surveys at reference sites.*

For example, white-tailed kite was detected by neither Psomas or Noriko, but among our hundreds of surveys at project sites, Noriko and I have found white-tailed kites in environments similar to the Chacon Farms site. Based on hundreds of surveys within the geographic range of white-tailed kite, Noriko's 5.15 hours of daylight survey combined with the knowledge that white-tailed kite has been documented within 1.5 of the project site afforded Noriko a 13% likelihood of detection of white-tailed kite (Figure 7). Noriko would need to conduct many more surveys to accumulate a reasonable likelihood of detecting white-tailed kite, but the patterns of our findings in our many other surveys depicted in Figure 7 reveal that it is unlikely that the white-tailed kite is absent from the project site. This use of the comparative method leads to a fundamentally different way of interpreting survey results than is expressed in Psomas (2024) and the IS/MND, and it provides for more accurate disclosure of potential project impacts.

Figure 7. *Probability of detection of white-tailed kite as a function of survey effort and proximity of occurrence records to a project site, based on hundreds of reconnaissance surveys we completed 2019–2024.*



This second comparative context is very important because it is the basis for the formulation of detection survey protocols. Experienced biologists are aware of survey limitations due to ranges of variation in the activity periods, levels of crypticity, and periodic movement patterns of wildlife species, and due to variation in the skill and commitment of survey personnel. This second comparative context acknowledges that the occurrence likelihood of a species on a particular site is rarely if ever zero, so long as the site is within the species' geographic range and it provides habitat. This second comparative context reveals that a determination of zero likelihood of occurrence is typically indicative of insufficient survey effort. A common goal of detection survey protocols is to support absence determinations with a survey effort that should have resulted in a detection if the species had been present at the time of the surveys, but it does not prove that the species is always absent from the site. This second comparative context and its implications should not be neglected in CEQA review, but it is neglected in the case of the IS/MND prepared for this project.

Psomas (2023a) conducted a detection survey for burrowing owls, and it appears to have complied with the appropriate survey guidelines (County of Riverside 2006). In my opinion, the County of Riverside (2006) guidelines are not as reliable as are the California Department of Fish and Wildlife's (CDFW 2012) guidelines, but they are the

guidelines for properties within the Western Riverside Multiple Species Habitat Conservation Plan Area. Perhaps more importantly, it has been three years since the surveys of Psomas (2023a). Although Psomas's surveys were negative for burrowing owls, it might very well be the case that burrowing owls are present on the project site in 2026. Breeding-season surveys should be repeated, and my recommendation would be to implement the CDFW (2012) survey guidelines.

Psomas (2023b) conducted focused surveys for rare plants in 2023 to determine presence or absence of rare plants. Again, absence determinations based on detection surveys only apply to the timespan of the surveys, and they cannot be relied upon three years hence. The surveys need to be repeated, but this time there needs to be full use of reference populations, because the 2023 survey did not make appropriate use of reference populations (see CDFW 2018).

No detection surveys were conducted for Crotch's bumble bee (see CDFW 2023) nor for any other species other than fairy shrimp. The appropriate surveys were not implemented for various other types of wildlife, hence leaving conclusions in Psomas (2024) unfounded. For example, Psomas (2024) reports that no mammal species were detected during its surveys, but it does not caveat this finding with the fact that no acoustic surveys were conducted for bats, and no live-trapping was conducted for small mammals. Noriko detected bats because she implemented the appropriate survey method for doing so. I must also point out that Psomas actually did detect mammals, as Psomas (2023a) reportedly saw scattered California ground squirrel burrows on the project site. In another example, Psomas (2024) reports "No amphibian species were observed during the survey," but Noriko did observe amphibians because she surveyed at the right time of day to do so. Psomas (2024) reports survey results as if they are definitive, but they are not.

Lastly, Noriko detected tricolored blackbird on the project site (Photo 13). The tricolored blackbird is listed as Threatened under the California Endangered Species Act. It is a covered species under the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), but as is apparent in the tricolored blackbird monitoring reports, the MSHCP is failing to conserve the tricolored blackbird. As of 2022, most of the activity of tricolored blackbirds in Riverside County had been reduced to the Mystic Lake/San Jacinto Core Area, but as of 2025 Colibri (2025) found only one breeding colony in Riverside County, and reports that the breeding population in this County is nearing extirpation. Noriko's detection of this species on the project site is highly significant, but the IS/MND makes no mention of the tricolored blackbird.

Environmental Setting informed by Desktop Review

The IS/MND does not assess the occurrence likelihoods of special-status species of wildlife. The habitat assessment of Psomas (2024) did not include a habitat assessment. The literature was reportedly reviewed, but no literature sources are cited. Data bases of species occurrence records were reportedly reviewed, but none of the results of database queries are reported. Specifically, Psomas (2024) reports having queried the California

Natural Diversity Data Base (CNDDB) for special-status species occurrence records in 9 USGS 7.5' Quadrangles, but answers to the queries are not reported.

Psomas (2024:3) reports, "The majority of the site is considered low quality for wildlife due to the lack of native vegetation and surrounding immediate vicinity." However, habitat quality is a term that represents population performance measured by such metrics as nest success, fecundity, and survivorship. None of these or any related metrics have been measured for any species on the project site. Therefore, Psomas lacks the basis for considering the project site to be of low quality for wildlife. Considering the number of species documented on the site, and the abundance of some of them, e.g., California gull, it seems unlikely that a general conclusion of low habitat quality applies to the project site. Nonetheless, no conclusion about habitat quality should be made without measuring population performance.

In my assessment based on a database review and site visits, 153 special-status species of wildlife are known to occur near enough to the site to warrant analysis of occurrence potential (Table 2). Not all these species should be expected to occur at the project site, but each of them should be given a closer look to determine occurrence likelihoods and whether additional surveys are needed, or implementation of detection surveys, or whether it would be reasonable to assume presence. Of these 153 species, 12 were recorded on or just off the project site (on the fringe), and another 42 (27%) have been documented within 1.5 miles of the site (Very close), another 24 (16%) between 1.5 and 4 miles (Nearby), and another 67 (44%) between 4 and 30 miles (In region). Half (51%) of the special-status species in Table 2 have been reportedly seen within 4 miles of the project site. The site therefore supports at least 12 special-status species of wildlife, and it carries the potential for supporting many more special-status species of wildlife based on the proximities of recorded occurrences. Evidence certainly suggests that habitat assessments are needed for these species.

Of the 153 special-status species of wildlife in Table 2, only 56 (36.6%) are covered by the MSHCP. The mitigation strategy of the MSHCP was not formulated to mitigate project impacts on 97 (63.4%) of the special-status species of wildlife in Table 2. Of the 56 covered species in Table 2, 4 are known to the project site and another 24 have been documented within 1.5 miles, so half the covered species are undoubtedly vulnerable to project impacts. Of the 97 special-status species in Table that lack MSHCP coverage, 8 are known to the project site, 18 have been documented within 1.5 miles, and another 12 have been documented between 1.5 and 4 miles of the site. Of these species without coverage, 39% would be vulnerable to project impacts, including at least 8 that are known to the site. Paying the MSHCP mitigation fee would not address the conservation needs of many special-status species at issue.

Table 2. *Occurrence likelihoods of special-status species of wildlife at or near the project site, according to eBird or iNaturalist records (https://eBird.org, https://www.inaturalist.org), and survey findings On site, or records Very close (≤1.5 miles of the site), Nearby (1.5 – 4 miles), In region (4 – 30 miles), and In range, i.e., the species' geographic range overlaps the site. Entries in bold font identify species that Noriko detected during her site visit or that one of us detected at a nearby site.*

Common name	***Species name***	**Status**[1]	**MSHCP**	**Records, Site survey**
Vernal pool fairy shrimp	*Branchinecta lynchi*	FT		In region
San Diego fairy shrimp	*Branchinecta sandiegonensis*	FE		In region
Riverside fairy shrimp	*Streptocephalus woottoni*	FE		In region
Quino checkerspot butterfly	*Euphydryas editha quino*	FE	Yes	In region
Monarch	*Danaus plexippus*	FC		Nearby
Crotch's bumble bee	*Bombus crotchii*	CCE		Nearby
Western spadefoot	*Spea hammondii*	FC, SSC	Yes	In region
Southwestern pond turtle	*Actinemys pallida*	FC, SSC	Yes	In region
Granite spiny lizard	*Sceloporus orcutti*		Yes	Nearby
Coast horned lizard	*Phrynosoma blainvillii*	SSC	Yes	In region
Orange-throated whiptail	*Aspidoscelis hyperythra*	WL	Yes	Nearby
Coastal whiptail	*Aspidoscelis tigris stejnegeri*	SSC	Yes	In region
San Diegan legless lizard	*Anniella stebbinsi*	SSC		Nearby
San Diego banded gecko	*Coleonyx variegatus abbotti*	SSC	Yes	In region
California glossy snake	*Arizona elegans occidentalis*	SSC		In region
Coast patch-nosed snake	*Salvadora hexalepis virgultea*	SSC		In region
Two-striped gartersnake	*Thamnophis hammondii*	SSC		In region
South coast gartersnake	*Thamnophis sirtalis pop. 1*	SSC		In region
Red-diamond rattlesnake	*Crotalus ruber*	SSC	Yes	Very close
Brant	*Branta bernicla*	SSC2		In region
Cackling goose (Aleutian)	*Branta hutchinsii leucopareia*	WL		In region
Redhead	*Aythya americana*	SSC2		Nearby
Western grebe	*Aechmophorus occidentalis*	BCC		Very close
Clark's grebe	*Aechmophorus clarkii*	BCC		In region
Western yellow-billed cuckoo	*Coccyzus americanus occidentalis*	FT, CE	Yes	In region
Black swift	*Cypseloides niger*	SSC3, BCC		In region
Vaux's swift	*Chaetura vauxi*	SSC2		Very close

Common name	***Species name***	**Status[1]**	**MSHCP**	**Records, Site survey**
Costa's hummingbird	*Calypte costae*	BCC		Very close
Calliope hummingbird	*Selasphorus calliope*	BCC		In region
Rufous hummingbird	*Selasphorus rufus*	BCC		Nearby
Allen's hummingbird	*Selasphorus sasin*	BCC		Very close
Mountain plover	*Charadrius montanus*	SSC2, BCC	Yes	In region
Snowy plover	*Charadrius nivosus*	BCC		In region
Western snowy plover	*Charadrius nivosus nivosus*	FT, SSC		In region
Long-billed curlew	*Numenius americanus*	WL		Nearby
Marbled godwit	*Limosa fedoa*	BCC		Very close/On site (Psomas)
Red knot	*Calidris canutus*	BCC		In region
Pectoral sandpiper	*Calidris melanotos*	BCC		Very close
Short-billed dowitcher	*Limnodromus griseus*	BCC		In region
Lesser yellowlegs	*Tringa flavipes*	BCC		Very close
Willet	*Tringa semipalmata*	BCC		In region
Laughing gull	*Leucophaeus atricilla*	WL		In region
Franklin's gull	*Leucophaeus pipixcan*	BCC		In region
Heermann's gull	*Larus heermanni*	BCC		In region
Western gull	*Larus occidentalis*	BCC		Nearby
California gull	*Larus californicus*	BCC, WL		Very close/**On site**
California least tern	*Sternula antillarum browni*	FE, CE, CFP		In region
Black tern	*Chlidonias niger*	SSC2, BCC		Very close
Elegant tern	*Thalasseus elegans*	BCC, WL		In region
Black skimmer	*Rynchops niger*	BCC, SSC3		In region
Common loon	*Gavia immer*	SSC		In region
Double-crested cormorant	*Phalacrocorax auritus*	WL	Yes	Very close
American white pelican	*Pelacanus erythrorhynchos*	SSC1		Very close
Least bittern	*Ixobrychus exilis*	SSC2		In region
American bittern	*Botaurus lentiginosus*		Yes	In region
White-faced ibis	*Plegadis chihi*	WL	Yes	Very close
Black-crowned night heron	*Nycticorax nycticorax*		Yes	Very close
Great blue heron	*Ardea herodias*		Yes	Very close

Common name	***Species name***	**Status[1]**	**MSHCP**	**Records, Site survey**
Turkey vulture	*Cathartes aura*	BOP	Yes	Very close/**On site**
Osprey	*Pandion haliaetus*	WL, BOP	Yes	Very close
White-tailed kite	*Elanus luecurus*	CFP, BOP	Yes	Very close
Golden eagle	*Aquila chrysaetos*	BGEPA, CFP, BOP, WL	Yes	Very close
Northern harrier	*Circus cyaneus*	BCC, SSC3, BOP	Yes	Very close
Sharp-shinned hawk	*Accipiter striatus*	WL, BOP	Yes	Very close
Cooper's hawk	*Accipiter cooperii*	WL, BOP	Yes	Very close/**On site**
Bald eagle	*Haliaeetus leucocephalus*	CE, BGEPA, BOP	Yes	Very close
Red-shouldered hawk	*Buteo lineatus*	BOP		Very close
Swainson's hawk	*Buteo swainsoni*	CT, BOP	Yes	Very close
Red-tailed hawk	*Buteo jamaicensis*	BOP		On site/**On site**
Ferruginous hawk	*Buteo regalis*	WL, BOP	Yes	Very close
Zone-tailed hawk	*Buteo albonotatus*	BOP		In region
Harris' hawk	*Parabuteo unicinctus*	WL, BOP		In region
Rough-legged hawk	*Buteo lagopus*	BOP		In region
American barn owl	*Tyto furcata*	BOP		Very close
Western screech-owl	*Megascops kennicotti*	BOP		Nearby
Great horned owl	*Bubo virginianus*	BOP		Very close
Burrowing owl	*Athene cunicularia*	BCC, CCE, SSC2, BOP	Yes	Very close
Long-eared owl	*Asio otus*	BCC, SSC3, BOP		In region
Short-eared owl	*Asia flammeus*	BCC, SSC3, BOP		In region
Lewis's woodpecker	*Melanerpes lewis*	BCC		In region
Downy woodpecker	*Dryobates pubescens*		Yes	Nearby
Nuttall's woodpecker	*Picoides nuttallii*	BCC		Very close
American kestrel	*Falco sparverius*	BOP		On site
Merlin	*Falco columbarius*	WL, BOP	Yes	Very close
Peregrine falcon	*Falco peregrinus*	BOP	Yes	Very close
Prairie falcon	*Falco mexicanus*	WL, BOP	Yes	Very close
Olive-sided flycatcher	*Contopus cooperi*	BCC, SSC2		Very close
Willow flycatcher	*Empidonax trailii*	CE		Very close

Common name	***Species name***	**Status[1]**	**MSHCP**	**Records, Site survey**
Southwestern willow flycatcher	*Empidonax traillii extimus*	FE, CE	Yes	In range
Vermilion flycatcher	*Pyrocephalus rubinus*	SSC2		Very close
Least Bell's vireo	*Vireo bellii pusillus*	FE, CE	Yes	Very close
Loggerhead shrike	*Lanius ludovicianus*	SSC2	Yes	Very close
Oak titmouse	*Baeolophus inornatus*	BCC		Nearby
California horned lark	*Eremophila alpestris actia*	WL	Yes	Very close/On site (Psomas)
Bank swallow	*Riparia riparia*	CT		In region
Tree swallow	*Tachycineta bicolor*		Yes	Very close
Purple martin	*Progne subis*	SSC2	Yes	In region
Wrentit	*Chamaea fasciata*	BCC		Nearby
California gnatcatcher	*Polioptila c. californica*	FT, SSC2	Yes	Nearby
California thrasher	*Toxostoma redivivum*	BCC		Nearby
Cassin's finch	*Haemorhous cassinii*	BCC		In region
Lawrence's goldfinch	*Spinus lawrencei*	BCC		Very close
Grasshopper sparrow	*Ammodramus savannarum*	SSC2	Yes	Nearby
Black-chinned sparrow	*Spizella atrogularis*	BCC		Nearby
Gray-headed junco	*Junco hyemalis caniceps*	WL		In region
Bell's sparrow	*Amphispiza b. belli*	WL	Yes	Nearby
Lincoln's sparrow	*Melospiza lincolnii*		Yes	Very close
Oregon vesper sparrow	*Pooecetes gramineus affinis*	SSC2		In range
Southern California rufous-crowned sparrow	*Aimophila ruficeps canescens*	WL	Yes	Nearby
Yellow-breasted chat	*Icteria virens*	SSC3	Yes	Nearby
Yellow-headed blackbird	*Xanthocephalus xanthocephalus*	SSC3		Very close
Bullock's oriole	*Icterus bullockii*	BCC		Very close
Tricolored blackbird	*Agelaius tricolor*	CT, BCC, SSC1	Yes	Very close/**On site**
Prothonotary warbler	*Protonotaria citrea*	BCC		In region
Lucy's warbler	*Leiothlypis luciae*	SSC3		In region
Nashville warbler	*Vermivora ruficapilla*		Yes	Nearby
Virginia's warbler	*Leiothlypis virginiae*	WL, BCC		In region

Common name	***Species name***	**Status[1]**	**MSHCP**	**Records, Site survey**
MacGillivray's warbler	*Geothlypis tolmiei*		Yes	Very close
Northern yellow warbler	*Setophaga aestiva*	SSC2	Yes	Very close
Prairie warbler	*Setophaga discolor*	BCC		In region
Wilson's warbler	*Cardellina pusilla*		Yes	Very close
Summer tanager	*Piranga rubra*	SSC1		In region
Little brown bat	*Myotis lucifugus*	WBWG: M		In range
Yuma myotis	*Myotis yumanensis*	WBWG: LM		In region/**On site**
Long-eared myotis	*Myotis evotis*	WBWG: M		In region
Fringed myotis	*Myotis thysanodes*	WBWG: H		In region
Long-legged myotis	*Myotis volans*	WBWG: H		In region
California myotis	*Myotis californicus*	WBWG:L		In region
Small-footed myotis	*Myotis ciliolabrum*	WBWG: M		In region
Canyon bat	*Parastrellus hesperus*	WBWG: M		Nearby/**On site**
Big brown bat	*Episticus fuscus*	WBWG: L		In region/**On site**
Silver-haired bat	*Lasionycteris noctivagans*	WBWG: M		In region
Hoary bat	*Lasiurus cinereus*	WBWG: M		In region
Western red bat	*Lasiurus blossevillii*	SSC, WBWG: H		In range
Western yellow bat	*Lasiurus xanthinus*	SSC, WBWG: H		In region
Spotted bat	*Euderma maculatum*	SSC, WBWG: H		In range
Townsend's big-eared bat	*Corynorhinus townsendii*	SSC, WBWG: H		In region
Pallid bat	*Antrozous pallidus*	SSC, WBWG: H		In region
Mexican free-tailed bat	*Tadarida brasiliensis*	WBWG: L		In region/**On site**
Pocketed free-tailed bat	*Nyctinomops femorosaccus*	SSC, WBWG: M		In range
Western mastiff bat	*Eumops perotis*	SSC, WBWG: H		In range
San Diego black-tailed jackrabbit	*Lepus californicus bennettii*	SSC	Yes	In region
Bobcat	*Lynx rufus*		Yes	Nearby
Coyote	*Canis latrans*		Yes	Nearby
Long-tailed weasel	*Mustela frenata*		Yes	Nearby
Northwestern San Diego pocket mouse	*Chaetodipus fallax fallax*	SSC	Yes	In region

Common name	*Species name*	Status[1]	MSHCP	Records, Site survey
Pallid San Diego pocket mouse	*Chaetodipus fallax pallidus*	SSC		In region
Dulzura kangaroo rat	*Dipodomys simulans*		Yes	In region
Stephens' kangaroo rat	*Dipodomys stephensi*	FT, CT		In region
Los Angeles pocket mouse	*Perognathus longimembris brevinasus*	SSC	Yes	In region
San Diego Bryant's (formerly desert) woodrat	Neotoma bryanti [formerly lepida] intermedia	SSC	Yes	In region
Southern grasshopper mouse	*Onychomys torridus ramona*	SSC		In range
American badger	*Taxidea taxus*	SSC		In region

[1] Listed on CDFW's Special Animals List (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406) as FT or FE = federal threatened or endangered; FC = federal candidate for listing; CT or CE = California threatened or endangered; CCT or CCE = Candidate California threatened or endangered; CFP = California Fully Protected (California Fish and Game Code 3511); SSC_i = California Species of Special Concern with i = priorities 1, 2 and 3; WL = CDFW's Taxa to Watch List; BGEPA = Bald and Golden Eagle Protection Act; WBWG = Western Bat Working Group with priority rankings, of low (L), moderate (M), and high (H); BCC = U.S. Fish and Wildlife Service's Bird of Conservation Concern (https://www.fws.gov/sites/default/files/documents/birds-of-conservation-concern-2021.pdf); and BOP = protected by Birds of Prey (California Fish and Game Code 3503.5, see https://wildlife.ca.gov/Conservation/Birds/Raptors).

Mischaracterization of the Wildlife Community

Psomas (2024) reports on a field survey and a desktop review having been completed, but the field survey was much too cursory, and its results are interpreted without any context to survey results from elsewhere, and its desktop review is nearly entirely undocumented. Psomas (2024) concludes that the project site is of low habitat quality to wildlife, but it provides no basis for this conclusion, and the conclusion is readily refuted by Noriko Smallwood's survey. Psomas's conclusion of low habitat quality is only speculative, which is inappropriate for precious or rare resources such as special-status species (National Research Council 1986). The true wildlife community remains to be described with sufficient accuracy. Without a more accurate characterization of the wildlife community, the basis is inadequate for predicting impacts and formulating appropriate mitigation strategies.

Considering the deficiencies in the survey effort directed to the project site, the deficiencies in reporting of survey methods and the reporting of results, and the inadequacy of the desktop review to analyze the occurrence likelihoods of special-status species, there is at least a fair argument that can be made for the need to prepare an EIR to accurately characterize the wildlife community on the project site as a suitable baseline from which to predict project impacts and to formulate an appropriate mitigation strategy.

BIOLOGICAL IMPACTS ASSESSMENT

The impacts analysis in CEQA review involves prediction. Impact predictions are necessary in environmental review because measuring a project's impacts directly could not happen until after the impacts occur, and the timing of this type of measurement would come too late for formulating a mitigation strategy or deciding on a project alternative. As noted earlier, the accuracy of the predictions of impacts and their significance ultimately relies on the degree of accuracy in the characterization of the existing environmental setting (Figure 3). Prediction accuracy also relies on experience, of which development projects subjected to CEQA review have been made amply available (Figure 8). CEQA prohibits the use of speculation to predict that potential project impacts would be less than significant (see CEQA Guidelines section 15145. SPECULATION), so it is experience that must be used. The type of experience proven most effective, and therefore most amenable to achieving CEQA's primary objectives, is scientific inference, as generally depicted in Figure 8. Scientific inference can be drawn from scientific studies or from the many other projects that have undergone CEQA review. The comparative method enables the use of scientific inference to predict impacts and to predict the efficacies of mitigation strategies, the latter of which should be also amply available in the record.

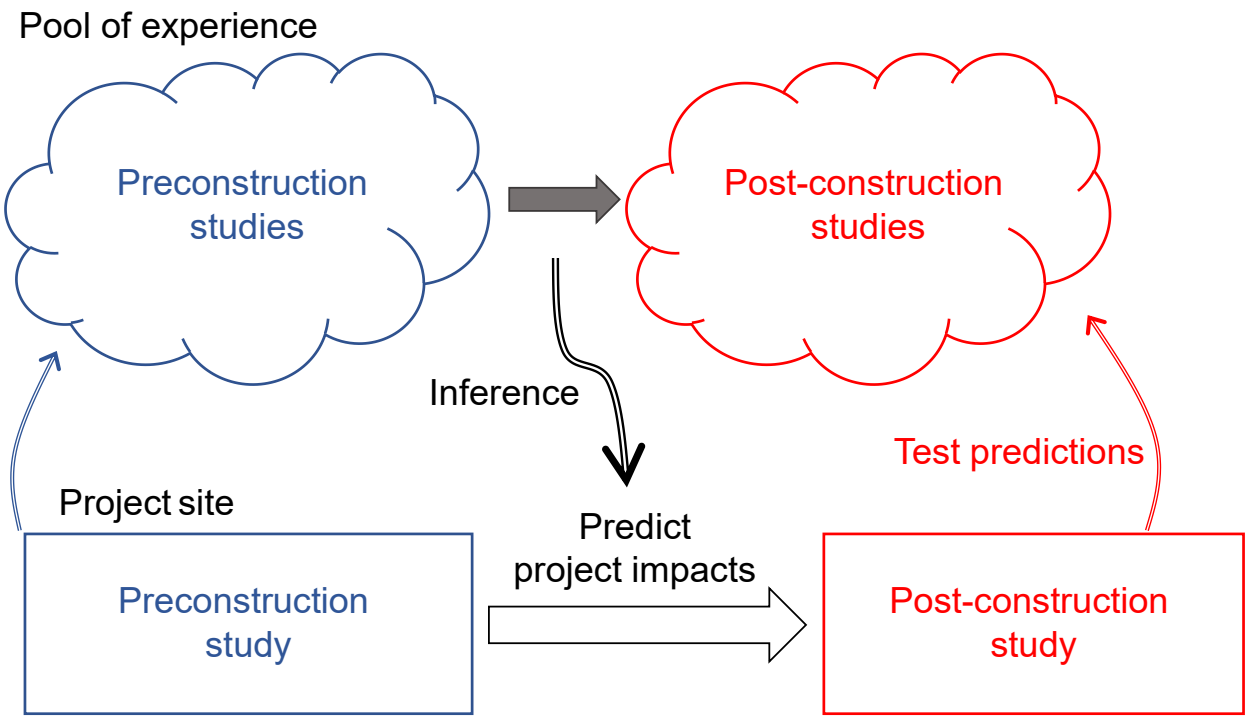


Figure 8. *A framework for arriving at predicted project impacts based on experience with other project sites. Ideally, there is a pool of similar projects in similar circumstances where predicted impacts were compared to realized impacts, and into which the proposed project can also contribute to experience.*

In the following, I analyze several types of impacts likely to result from the project, none of which are analyzed adequately by Psomas (2024) or the IS/MND, and some of which are not analyzed at all.

REDUCED PRODUCTIVE CAPACITY FROM HABITAT LOSS

Habitat loss results in a reduced productive capacity of affected wildlife species. The site is proven to serve as habitat to at least 55 species of vertebrate wildlife which Psomas and Noriko observed on the site, but the number of avian nest sites remains unknown. The surveys that have been conducted on the project site were unsuitable for detecting all bird nests or for estimating total nest density. The alternative method for estimating avian productive capacity is to infer it from estimates of total nest density elsewhere. Noriko and I have completed studies to estimate total avian nest density in various environments, but not in an environment that would match the project site.

Noriko estimated an average 3.22 nests/acre among three of her grassland study sites in southern California, two of which were in nearby Murrieta. Assuming half this average on the agricultural portion of the project site, and 1.5 times her average on the remainder of the site, I estimate 145 nest sites on the project site. Assuming 1.39 broods per nest site based on a review of 322 North American bird species, which averaged 1.39 broods per year, then I estimate 202 nest attempts per year. Assuming Young's (1948)

study site typifies bird productivity of 2.9 fledged birds per nest attempt, then I predict 586 fledglings/year at the project site.

The loss of 145 nest sites and 202 nest attempts per year would qualify as significant impacts that have not been analyzed in the IS/MND. But the impacts would not end with the immediate loss of nest sites. The reproductive capacity of the site would be lost. The project would prevent the production of 586 fledglings per year. Assuming an average bird generation time of 4 years, the lost capacity of both breeders and annual fledgling production can be estimated from an equation in Smallwood (2022): {(nests/year × chicks/nest × number of years) + (2 adults/nest × nests/year) × (number of years ÷ years/generation)} ÷ (number of years) = 659 birds per year lost to California.

The loss of 659 birds per year would be a loss of significant habitat value that is currently provided by the project site. Most if not all these birds are protected by the federal Migratory Bird Treaty Act and by California's Migratory Bird Protection Act, both of which are intended to most strongly protect breeding migratory birds. The loss of 659 birds per year would easily qualify as an unmitigated significant impact.

INTERFERENCE WITH WILDLIFE MOVEMENT

One of CEQA's principal concerns regarding potential project impacts is whether a proposed project would interfere with wildlife movement in the region. Unfortunately, this concern has not motivated any serious analysis of whether or how the project would interfere with wildlife movement in the region. Psomas (2024) and the IS/MND rely on speculation, which CEQA prohibits for the purpose of understanding potential project impacts. According to Psomas (2024:3), and repeated in the IS/MND, "The project site is surrounded by development, with suburban development to the north and east, a dairy farm to the south, and construction an additional residential development to the west. Additionally, the project site is not located within a "Core" or "Linkage" area designated by the MSHCP. Wildlife could move locally through the project site and adjacent residential, agricultural, and dairy land. The project site is expected to be used for local movement by urban-tolerant species such as coyote (*Canis latrans*)." The IS/MND adds that coyote could continue to use the project site after development, and "Therefore, there would be no impact on wildlife movement."

Even surrounded by development – it is not, this setting would not rule out the importance of the project site to wildlife movement in the region. In fact, as habitat fragmentation advances, the isolated fragments of habitat that remain can emerge as even more important to the ability of volant species to move across the region, as the fragments provide migrants and long-range dispersers the only stopover opportunities for forage and refuge (Smallwood 2015).

Moreover, some of the birds Psomas and Noriko detected at the project site are migrants, and so are bats that Noriko detected. Two such migrants are cliff swallow and yellow-rumped warbler. The site is obviously important to the movement of at least some species, but Psomas did nothing to measure this movement. Psomas (2024) does not even identify wildlife movement as one of its survey objectives, and it indeed

implemented no study design or program of observations to characterize wildlife movement on or around the project site.

WILDLIFE DEPREDATION BY HOUSE CATS

Considering national trends, it is safe to assume that house cats would be introduced to the project area by residents of the proposed residential units. This is significant because house cats serve as one of the largest sources of avian mortality in North America (Dauphiné and Cooper 2009, Blancher 2013, Loss et al. 2013, Loyd et al. 2017). Loss et al. (2013) estimated 139 million cats in the USA in 2013 (range 114 to 164 million), which killed an estimated 16.95 billion vertebrate wildlife annually (range 7.6 to 26.3 billion). In 2012 there were 0.44 house cats per human in the USA, and 122 vertebrate animals were killed per cat, free-ranging members of which killed disproportionately larger numbers of vertebrate wildlife. The IS/MND predicts 1,453 new residents in 419 single-family homes. The above rates of cat ownership applied to this number of new residents would predict 639 new cats, which based on the findings of Loss et al. (2013) would kill 77.958 vertebrate wildlife per year.

House cats also contribute to downstream loading of *Toxoplasma gondii*. According to a UC Davis wildlife health research program, "*Toxoplasma gondii is a parasite that can infect virtually all warm-blooded animals, but the only known definitive hosts are cats – domesticated and feral house cats included. Cats catch the parasite through hunting rodents and birds and they offload it into the environment through their feces… and …rain that falls on cement creates more runoff than rain that falls on natural earth, which contributes to increased runoff that can carry fecal pathogens to the sea*" (The original link is no longer active, but the quote came from the program described at: https://whc.vetmed.ucdavis.edu/programs-projects/ca-conservation/sea-otter).

Impacts on wildlife from the introduction of house cats into the environment would be highly significant, and yet these impacts are not considered in the IS/MND. An obvious mitigation measure would be to constrain house cat ownership such as requiring cats to remain indoors.

TRAFFIC IMPACTS ON WILDLIFE

The IS/MND neglects to address one of the project's most obvious, substantial impacts on wildlife, and that is wildlife mortality and injuries caused by project-generated traffic. Project-generated traffic would endanger wildlife that must, for various reasons, cross roads used by the project's traffic (Photos 20—23), including along roads far from the project footprint but which would nevertheless by traversed by automobiles head to or from the project's building. Vehicle collisions have accounted for the deaths of many thousands of amphibian, reptile, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level (Forman et al. 2003). Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to

8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014). Local impacts can be more intense than nationally.



Photos 20 and 21. *A desert cottontail runs across the road in Murietta, California (top),* and a *great-tailed grackle crosses a road in the Imperial Valley (bottom).*



Photos 22 and 23. *Raccoon killed on Road 31 just east of Highway 505 in Solano County (left; photo taken on 10 November 2018), and California kingsnake killed by a vehicle on a rural road in El Dorado County in 2024.*





The nearest study of traffic-caused wildlife mortality was performed along a 2.5-mile stretch of Vasco Road in Contra Costa County, California. Fatality searches in this study found 1,275 carcasses of 49 species of mammals, birds, amphibians and reptiles over 15 months of searches (Mendelsohn et al. 2009). This fatality number needs to be adjusted for the proportion of fatalities that were not found due to scavenger removal and searcher error. This adjustment is typically made by placing carcasses for searchers to find (or not find) during their routine periodic fatality searches. This step was not taken at Vasco Road (Mendelsohn et al. 2009), but it was taken as part of another study next to Vasco Road (Brown et al. 2016). Brown et al.'s (2016) adjustment factors for carcass persistence resembled those of Santos et al. (2011). Also applying searcher detection rates from Brown et al. (2016), the adjusted total number of fatalities was estimated at 9,462 animals killed by traffic on the road. This fatality number projected over 1.25 years and 2.5 miles of road translates to 3,028 wild animals per mile per year. In terms comparable to the national estimates, the estimates from the Mendelsohn et al. (2009) study would translate to 188,191 animals killed per 100 km of road per year, or 22 times that of Loss et al.'s (2014) upper bound estimate and 53 times the Canadian estimate. An analysis is needed of whether increased traffic generated by the project site would similarly result in local impacts on wildlife.

For wildlife vulnerable to front-end collisions and crushing under tires, road mortality can be predicted from the study of Mendelsohn et al. (2009) as a basis, although it would be helpful to have the availability of more studies like that of Mendelsohn et al. (2009) at additional locations. My analysis of the Mendelsohn et al. (2009) data resulted in an estimated 3,028 animals killed per mile along a county road in Contra Costa County. The estimated numbers of fatalities were 1.75% birds, 26.4% mammals (many mice and pocket mice, but also ground squirrels, desert cottontails, striped skunks, American badgers, raccoons, and others), 67.4% amphibians (large numbers of California tiger salamanders and California red-legged frogs, but also Sierran treefrogs, western toads, arboreal salamanders, slender salamanders and others), and 4.4% reptiles (many western fence lizards, but also skinks, alligator lizards, and snakes of various species). VMT is useful for predicting wildlife mortality because I was able to quantify miles traveled along the studied reach of Vasco Road during the period of the Mendelsohn et al. (2009), hence enabling a rate of fatalities per VMT that can be projected to other sites, assuming similar collision fatality rates.

Predicting project-generated traffic impacts on wildlife

The IS/MND predicts 4,772,698 VMT for construction worker trips and construction vendor and hauling trips. The IS/MND also predicts an operational daily VMT of 39,298, which multiplied by 365 days = 14,343,770 annual VMT.

During the Mendelsohn et al. (2009) study, 19,500 cars traveled Vasco Road in Contra Costa County daily, so the vehicle miles that contributed to my estimate of non-volant fatalities was 19,500 cars and trucks × 2.5 miles × 365 days/year × 1.25 years = 22,242,187.5 vehicle miles per 9,462 wildlife fatalities, or 2,351 vehicle miles per fatality. This rate divided into the predicted construction VMT predicts 2,030 vertebrate wildlife

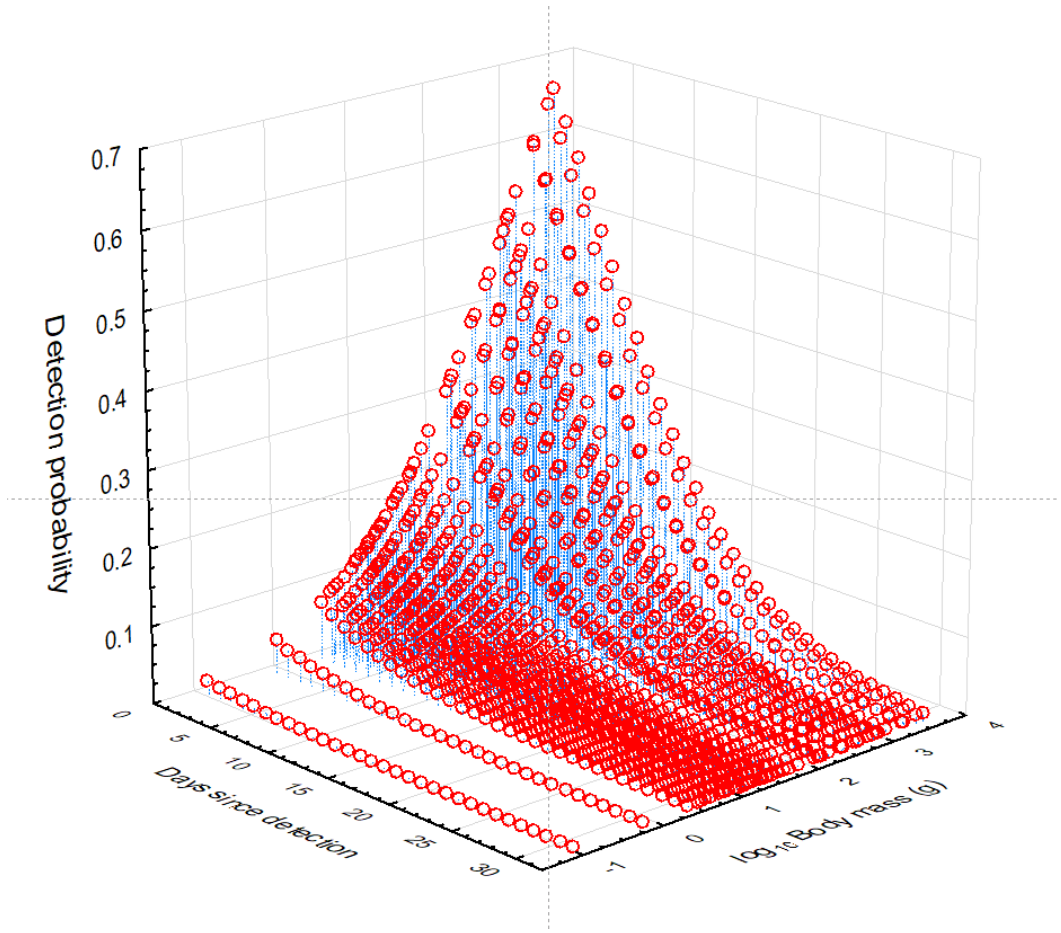
fatalities. The Vasco Coad rate of fatalities divided into annual operational VMT predicts 6,101 vertebrate wildlife fatalities per year due to project-generated traffic.

However, some might argue that this prediction relies too much on a study along a road through less-disturbed rangeland that likely supports more non-volant wildlife that is more vulnerable to collision mortality. I would argue that the project-generated traffic would pass through similar rural environments with ample wildlife available to be crushed under automobile tires. Nevertheless, to better represent those reaches of road that are more urban than rural, or that would become more urban with the development of the project, I recently completed my own study of wildlife mortality caused by automobiles along roads that were urban and interfaced between urban and agricultural land uses.

I completed one year of daily pedestrian surveys along 2.7 km (1.713 miles) of local, collector and minor arterial roads in north Davis, California, where I tallied 314 fatalities of 40 species of vertebrate wildlife. Most of the fatalities were small-bodied animals such as Sierran treefrogs, western toads, western fence lizards, 10”- to 16”-long juvenile Pacific gophersnakes, valley gartersnakes and California kingsnakes, as well as bushtits, yellow-rumped warblers, deer mice and California ground squirrels. Most of the animals I found would never have been detected from a moving vehicle, which is why people often underestimate how many wild animals are killed by vehicle traffic.

The animals I found in my study did not include all the animals killed by vehicles on the roads I searched. Many had been removed by scavengers before I could find and count them. (American crows patrol the roads every morning, and so does a large flock of wild turkeys.) Some of the animals are knocked off the road in places where I could never find them, and some were undoubtedly caught and carried away in the grills of vehicles or in tire treads. Most of the Sierran treefrogs disappeared from where I found them within several hours, so daily searches missed many of the fatalities. To adjust for these undetected fatalities, I fit a logit regression model to my fatality finds, all of which transitioned to carcass detection trials after I initially found them. Starting with the first day after each detection, I monitored the carcass trials for 30 days, and I assigned each a body mass estimate based on typical body mass reported in the literature. Predictor variables were days since detection and $\log_{10}$ body mass. The relationship between carcass detection probability and the predictor variables is depicted in Figure 9. My fatality finds adjusted by the model results in an estimate of 2,126 vertebrate wildlife fatalities over 1.713 miles of roads in one year, or 1,241 vertebrate wildlife fatalities/mile/year. This rate is 40.9% of the rate measured at Vasco Road, or an estimated 5,748 vehicle miles per fatality. Applying this urban fatality rate to the predicted construction MT predicts 830 vertebrate wildlife fatalities, and applying it to annual operational VMT predicts 2,495 vertebrate wildlife fatalities per year in the area around the project that is traveled by project-generated traffic.

Figure 9. *Wildlife carcass detection probability is a function of the number of days since discovery and log10 body mass.*



A reasonable range of predicted mortality is therefore 830 to 2,030 vertebrate wildlife caused by construction trips to and from the project site, and 2,495 to 6,101 vertebrate wildlife fatalities per year due to project-generated traffic.

Based on my analysis, the project-generated traffic would cause significant impacts on wildlife. The IS/MND does not address this potential impact, let alone propose to mitigate it. Mitigation measures to improve wildlife safety along roads are available and are feasible, and they need exploration for their suitability with the proposed project. Given the predicted level of project-generated traffic-caused mortality, and the lack of any proposed mitigation, it is my opinion that the proposed project would result in potentially significant adverse biological impacts, and that these impacts would be unmitigated.

BIRD-WINDOW COLLISION MORTALITY

The project would introduce glass windows into an essential portion of avian habitat – that portion of the gaseous atmosphere that is referred to as the aerosphere (Davy et al. 2017, Diehl et al. 2017). The aerosphere is where birds and bats and other volant animals with wings migrate, disperse, forage, perform courtship and where some of them mate. Birds are some of the many types of animals that evolved wings as a morphological adaptation to thrive by moving through the medium of the aerosphere.

The aerosphere is habitat, to which an entire discipline of ecology has emerged to study this essential aspect of habitat – the discipline of aeroecology (Kunz et al. 2008).

Many special-status species of birds have been recorded at or near the aerosphere of the project site. My database review and Noriko's site visit indicate there are 101 special-status species of birds with potential to use the site's aerosphere (Table 1). All the birds represented in Table 1 can quickly fly from wherever they have been documented to the project site, so they would all be within brief flights to the proposed project's windows. Noriko confirmed 48 vertebrate wildlife species on the project site, some of them flying across the site.

Window collisions are often characterized as either the second or third largest source or human-caused bird mortality. The numbers behind these characterizations are often attributed to Klem's (1990) and Dunn's (1993) estimates of about 100 million to 1 billion bird fatalities in the USA, or more recently by Loss et al.'s (2014) estimate of 365-988 million bird fatalities in the USA or Calvert et al.'s (2013) and Machtans et al.'s (2013) estimates of 22.4 million and 25 million bird fatalities in Canada, respectively. The proposed project would impose windows in the airspace normally used by birds.

Glass-façades of buildings intercept and kill many birds, but they are differentially hazardous to birds based on spatial extent, contiguity, orientation, and other factors. At Washington State University, Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a three-story glass walkway (no fatality adjustments attempted). Prior to marking the windows to warn birds of the collision hazard, the collision rate was 84.7 per year. At that rate, and by not attempting to adjust the fatality estimate for the proportion of fatalities not found, 4,574 birds were likely killed over the 54 years since the start of their study, and that's at a relatively small building façade. Accounting for the proportion of fatalities not found in searches, the number of birds killed by this walkway over the last 54 years would have been about 14,270. And this is just for one 3-story, glass-sided walkway between two college campus buildings.

Klem's (1990) estimate was based on speculation that 1 to 10 birds are killed per building per year, and this speculated range was extended to the number of buildings estimated by the US Census Bureau in 1986. Klem's speculation was supported by fatality monitoring at only two houses, one in Illinois and the other in New York. Also, the basis of his fatality rate extension has changed greatly since 1986. Whereas his estimate served the need to alert the public of the possible magnitude of the bird-window collision issue, it was highly uncertain at the time and undoubtedly outdated more than three decades hence. Indeed, by 2010 Klem (2010) characterized the upper end of his estimated range – 1 billion bird fatalities – as conservative. Furthermore, the estimate lumped species together as if all birds are the same and the loss of all birds to windows has the same level of impact.

By the time Loss et al. (2014) performed their effort to estimate annual USA bird-window fatalities, many more fatality monitoring studies had been reported or were underway. Loss et al. (2014) incorporated many more fatality rates based on scientific

monitoring, and they were more careful about which fatality rates to include. However, they included estimates based on fatality monitoring by homeowners, which in one study were found to detect only 38% of the available window fatalities (Bracey et al. 2016). Loss et al. (2014) excluded all fatality records lacking a dead bird in hand, such as injured birds or feather or blood spots on windows. Loss et al.'s (2014) fatality metric was the number of fatalities per building (where in this context a building can include a house, low-rise, or high-rise structure), but they assumed that this metric was based on window collisions. Because most of the bird-window collision studies were limited to migration seasons, Loss et al. (2014) developed an admittedly assumption-laden correction factor for making annual estimates. Also, only two of the studies included adjustments for carcass persistence and searcher detection error, and it was unclear how and to what degree fatality rates were adjusted for these factors. Although Loss et al. (2014) attempted to account for some biases as well as for large sources of uncertainty mostly resulting from an opportunistic rather than systematic sampling data source, their estimated annual fatality rate across the USA was highly uncertain and vulnerable to multiple biases, most of which would have resulted in fatality estimates biased low.

In my review of bird-window collision monitoring, I found that the search radius around homes and buildings was very narrow, usually 2 meters. Based on my experience with bird collisions in other contexts, I would expect that a large portion of bird-window collision victims would end up farther than 2 m from the windows, especially when the windows are higher up on tall buildings. In my experience, searcher detection rates tend to be low for small birds deposited on ground with vegetation cover or woodchips or other types of organic matter. Also, vertebrate scavengers entrain on anthropogenic sources of mortality and quickly remove many of the carcasses, thereby preventing the fatality searcher from detecting these fatalities. Adjusting fatality rates for these factors – search radius bias, searcher detection error, and carcass persistence rates – would greatly increase nationwide estimates of bird-window collision fatalities.

Buildings can intercept many nocturnal migrants as well as birds flying in daylight. As mentioned above, Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a four-story glass walkway at Washington State University (no adjustments attempted for undetected fatalities). Somerlot (2003) found 21 bird fatalities among 13 buildings on a university campus within only 61 days. Monitoring twice per week, Hager at al. (2008) found 215 bird fatalities of 48 species, or 55 birds/building/year, and at another site they found 142 bird fatalities of 37 species for 24 birds/building/year. Gelb and Delacretaz (2009) recorded 5,400 bird fatalities under buildings in New York City, based on a decade of monitoring only during migration periods, and some of the high-rises were associated with hundreds of fatalities each. Klem et al. (2009) monitored 73 building façades in New York City during 114 days of two migratory periods, tallying 549 collision victims, nearly 5 birds per day. Borden et al. (2010) surveyed a 1.8 km route 3 times per week during 12-month period and found 271 bird fatalities of 50 species. Parkins et al. (2015) found 35 bird fatalities of 16 species within only 45 days of monitoring under 4 building façades. From 24 days of survey over a 48-day span, Porter and Huang (2015) found 47 fatalities under 8 buildings on a university campus. Sabo et al. (2016) found 27 bird fatalities over 61 days of searches under 31 windows. In San Francisco, Kahle et al. (2016) found 355

collision victims within 1,762 days under a 5-story building. Ocampo-Peñuela et al. (2016) searched the perimeters of 6 buildings on a university campus, finding 86 fatalities after 63 days of surveys. One of these buildings produced 61 of the 86 fatalities, and another building with collision-deterrent glass caused only 2 of the fatalities, thereby indicating a wide range in impacts likely influenced by various factors. There is ample evidence available to support my prediction that the proposed project would result in many collision fatalities of birds.

Project Impact Prediction

By the time of these comments, I had reviewed and processed results of bird collision monitoring at 213 buildings and façades for which bird collisions per m^2 of glass per year could be calculated and averaged (Johnson and Hudson 1976, O'Connell 2001, Somerlot 2003, Hager et al. 2008, Borden et al. 2010, Hager et al. 2013, Porter and Huang 2015, Parkins et al. 2015, Kahle et al. 2016, Ocampo-Peñuela et al. 2016, Sabo et al. 2016, Barton et al. 2017, Gomez-Moreno et al. 2018, Schneider et al. 2018, Loss et al. 2019, Brown et al. 2020, City of Portland Bureau of Environmental Services and Portland Audubon 2020, Riding et al. 2020). These study results averaged 0.073 bird deaths per m^2 of glass per year (95% CI: 0.042-0.102). This average and its 95% confidence interval provide a robust basis for predicting fatality rates at a proposed new project.

With the estimated average bird collision mortality above, all I need are estimates of window extents in the project. The IS/MND does not predict the extents of windows in the project, nor does it provide any renderings of the homes in the project. However, it predicts 817,050 square feet in 419 single-family homes, which I can compare to the average m^2 of glass windows relative to the sf of floor space that I have maintained in a database of other single-family residential development projects for which I have been able to measure window extents in renderings of the homes. Assuming 0.015193 m^2 of glass window extent per sf, then I predict 12,413 m^2 of windows among the single-family homes. This extent of windows multiplied against the above-reported average bird collision deaths per m^2 of glass per year predicts 907 (95% CI: 539–1,276) bird collision fatalities per year.

The vast majority of these predicted deaths would be of birds protected under the Migratory Bird Treaty Act and under the California Migratory Bird Protection Act, thus causing significant unmitigated impacts that were not addressed in IS/MND. Given the predicted level of bird-window collision mortality, and the lack of any proposed mitigation, it is my opinion that the proposed project would result in potentially significant adverse biological impacts, including the unmitigated take of both terrestrial and aerial habitat of birds and other sensitive species. Not only would the project take habitat of rare and sensitive species of birds, but it would transform the project's airspace into a lethal collision trap to birds.

CUMULATIVE IMPACTS

One of CEQA's principal concerns regarding potential project impacts is whether a proposed project would contribute significantly to cumulative impacts of past, present and future projects, or to multiple types of impacts that are cumulatively considerable. Unfortunately, the IS/MND fails to seriously analyze the project's contribution to cumulative impacts on biological resources. According to the IS/MND (section 4.21), "While the Project may have the potential to impact the environment on a Project-specific basis, these impacts would be limited in nature, as detailed throughout this IS/MND analysis. Further, compliance with regulatory requirements and implementation of mitigation measures would reduce any potential impacts to less than significant levels." However, if it was a simple matter of complying with regulatory requirements and implementing the project-specific mitigation measures, then CEQA would not need to require a cumulative impacts analysis.

This notion that complying with regulatory requirements and implementing the project-specific mitigation measures would avoid significant cumulative impacts is inconsistent with CEQA's definition of a cumulative impact. CEQA defines a cumulative impact as an impact "created as a result of the combination of the project evaluated in the EIR together with other projects causing related impacts" (CEQA Guidelines §15065 (a)(3)). Even though a project's direct or indirect effects might be mitigated to a less than significant impact at the project level, it can still incrementally contribute to the effects of other projects for a significant cumulative impact. Furthermore, the CEQA Guidelines (§15064(h)(3)) states, "When relying on a plan, regulation or program, the lead agency should explain how implementing the particular requirements in the plan, regulation or program ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable." The IS/MND fails to explain how regulatory requirements would minimize, avoid or offset the project's contributions to cumulative impacts. CEQA requires a cumulative impacts analysis.

The IS/MND's conclusion that existing regulations and project-specific mitigation would avoid significant cumulative impacts lacks evidentiary support, and it is readily refutable. Noriko Smallwood and I performed an experiment to measure the efficacy of applicable laws and regulations, permitting requirements, and required mitigation measures at avoiding or minimizing project impacts including cumulative impacts. We revisited the project sites we had surveyed as experts to repeat the survey methods at the same time of year, the same start time in the day, and the same methods and survey duration to control these sources of variation to cleanly measure the effects of mitigated development on wildlife. We structured the experiment in a before-after, control-impact experimental design, as some of the sites had been developed since our initial survey and some had remained undeveloped. All the developed sites had included mitigation measures to avoid, minimize or compensate for impacts to wildlife. Nevertheless, we found that mitigated development resulted in a 66% loss of species on site, and 48% loss of species in the project area. Counts of vertebrate animals declined 90%. We found that "Development impacts measured by the mean number of species detected per survey were greatest for amphibians (-100%), followed by mammals (-86%), grassland birds

(-75%), raptors (-53%), special-status species (-49%), all birds as a group (-48%), non-native birds (-44%), and synanthropic birds (-28%). Our results indicated that urban development substantially reduced vertebrate species richness and numerical abundance, even after richness and abundance had likely already been depleted by the cumulative effects of loss, fragmentation, and degradation of habitat in the urbanizing environment," and despite all the mitigation measures and existing policies and regulations. Experimental evidence demonstrates the need to analyze a project's potentially significant contributions to cumulative impacts on wildlife despite existing laws, policies and project-by-project requirements of mitigation. The environmental review for this project needs to include an appropriate cumulative impacts analysis.

Considering the predictable impacts from habitat destruction, the project's interference with wildlife movement in the region, the depredation of wildlife by house cats that would be introduced to the area with new residents, and the collision mortality of wildlife with project-generated automobile traffic and the windows of homes, there is at least a fair argument that can be made for the need to prepare an EIR to appropriately analyze the project for its potential impacts on wildlife and to formulate an effective mitigation strategy.

FLAWED MITIGATION STRATEGY

The mitigation strategy needs to be based on a sound understanding of the existing wildlife community. It needs to be known which species occur or are likely to occur on the project site as well as the nature of their occurrences. It needs to known which species are resident and which are migratory. For special-status species, detection surveys should have been completed to either detect the species or to obtain evidence of its absence. Surveys should have been completed to understand how wildlife use the site in their movement patterns. And what was found of wildlife species needs to be carefully interpreted by comparing the findings to the findings from other survey efforts at other sites. Failures to detect species should be interpreted relative to the probabilities of their detections given the survey effort. The mitigation strategy needs to follow the steps under Assess species occurrence likelihoods and Characterize wildlife community, followed by Step 7: Predict impacts (Figure 3). However, the IS/MND's mitigation strategy does not follow from these steps, but rather copies a generic strategy that has been used at many other projects with no measurement of efficacy. This pointed out, my comments follow in regular font the summary of each required mitigation measure in italics.

BIO-1 *The Project Applicant shall retain a qualified Biologist to conduct a pre-construction survey for burrowing owl on the Proposed Project Site … within 30 days prior to construction. Methods for the pre-construction surveys shall be conducted as a one-day focused survey following the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP 2006). … If burrowing owl are observed, the Project Applicant … shall contact the City to discuss avoidance and minimization options. During the breeding season…, restrictions shall be placed on construction activities in the vicinity of any active burrow until the burrow is no longer active, as determined by a qualified Biologist. The protective*

buffer shall be 500 feet (or as otherwise approved by the City) around the active burrow. … During the wintering season, an active burrow may be closed following CDFW-approved procedures with permission from the City. If the wintering burrow would not be directly impacted, a protective buffer of 160 feet (or as otherwise approved by the City) shall be placed around the burrow. …

A preconstruction survey of one day carries nowhere near the detection probability of a focused series of breeding-season surveys, which is important because it has been too long since the focused surveys were conducted in 2023. What is needed prior to a preconstruction survey is a focused breeding-season survey.

Getting this measure right is very important because Riverside County cannot afford to lose any more burrowing owls to habitat destruction. The MSHCP has failed to achieve its conservation goals for the burrowing owl. The 2023 Annual Report of the MSHCP (p. 8-8) states, "The species objectives for Burrowing Owl (*Athene cunicularia hypugaea*) require the conservation of five Core Areas, plus interconnecting linkages, containing a breeding population of 120 Burrowing Owls with no fewer than five pairs in any one Core Area." (https://www.wrc-rca.org/document-library/annual-reports/) In 2022, there were 7 pairs in one Core Area, 4 of which produced a total 4 fledglings (1 fledgling per successful nest attempt). In 2023, this Core Area was down to 5 pairs, of which one succeeded in producing a single fledgling. Another Core area contained 3 pairs in 2022, and 3 fledglings were recorded by one of these pairs. In 2023, this Core Area was down to 2 pairs, one of which produced 5 fledglings. The evidence shows a dismal failure of the MSHCP to conserve burrowing owls, as the documented breeding population was 20 (16.67% of the target) in 2022 and 14 (11.67% of the target) in 2023, and only one (20%) Core Area contained at least five pairs in either year. The MSHCP has failed to conserve burrowing owls at target levels, and its performance is declining.

BIO-2 *To the extent possible, vegetation removal will be conducted during the non-breeding season … to minimize direct impacts on nesting birds and raptors. If construction activities would be initiated during the peak breeding season for nesting birds/raptors (February 1–June 30), a pre-construction survey will be conducted by a qualified Biologist within three days prior to the initiation of construction …. The nesting bird/raptor survey area will include a buffer of 100 feet around the work area for nesting birds and a buffer of 500 feet around the work area for nesting raptors. This survey can be combined with the pre-construction burrowing owl survey described in MM BIO-1. If the Biologist does not find any active nests in or immediately adjacent to the impact area, construction activities can proceed.*

If the Biologist detects an active nest within or immediately adjacent to the construction area and determines that the nest may be impacted, or breeding activities substantially disrupted by increased activity around the nest, the Biologist will determine an appropriate protective buffer around the nest depending on the sensitivity of the species and the nature of the construction activity. The protective buffer shall be between 25 to 100 feet for nesting birds and 300 to 500 feet for nesting raptors. … Construction can proceed within the protective buffer when the qualified

Biologist has determined that the nest is no longer active (i.e., fledglings have left the nest, or the nest has failed).

If the project goes forward, preconstruction surveys for nesting birds should be implemented, but this measure would not avoid the permanent loss of habitat, predation by house cats, nor the collision mortality with automobiles and the windows of homes. Preconstruction, take-avoidance surveys should consist of two steps, both of which are very difficult. First, the biologist(s) performing the survey must identify birds that are breeding. Second, the biologist(s) must locate the breeding birds' nests. The first step is typically completed by observing bird behaviors such as food deliveries and nest territory defense. To be successful, these types of observations typically require many surveys on many dates spread throughout the breeding season even for a single species. To identify and locate the birds of all species nesting on a site would require a much greater survey effort than can be accomplished in BIO-2's allotted timespan. Many bird nests would be missed.

I estimate the project site supports 145 nest sites in the average year, and this number does not include those that would need to be located within the defined buffer area beyond the project site's boundary. Even assuming all these nests could be found (not likely), the mitigation measure would apply only to the breeding season of the survey. After the breeding season of the preconstruction survey, there would be no further production of birds from the project site. The project's impact on birds would be permanent and of large magnitude. The conservation benefits of this measure would be *de minimis* compared to the project's potential impacts on breeding birds.

Furthermore, the mitigation language allows a single individual to make a subjective decision, outside the public's view, to determine the buffer area and buffer timing for any given species. This measure lacks objective criteria, and it is therefore unenforceable.

Lastly, the mitigation language includes the requirement that the preconstruction nest survey shall be conducted by a qualified biologist, and this requirement carries over to determinations of the buffer areas and buffer timing to avoid take caused by construction activities. Undefined, however, is what qualifies as a "qualified biologist" in these contexts. As mentioned earlier in this letter, Noriko Smallwood and I have been conducting surveys over the past several years to estimate total nest density, which is relevant to a preconstruction, take-avoidance survey because our surveys were likewise directed to all bird species that could be concurrently nesting on a site. Searching for the nests of one species is difficult, but searching for nests of all bird species at once is vastly more difficult. For this reason, there are very few published estimates of total nest density, and there are very few wildlife biologists who have experience with surveys for the nest attempts of all bird species on a given site. A technical way to qualify a wildlife biologist for the tasks outlined in this measure would be to obtain an agency Memorandum of Understanding in which the biologist is named and said to be qualified for conducting the preconstruction survey and for determining the take-avoidance buffer area and timing. However, a more compelling means of qualifying the biologist would be to require that the biologist has achieved demonstrable experience with nest

surveys and avian nesting behavior. Without a better definition of what is a qualified biologist in the contexts of these tasks, BIO-2 lacks objective criteria, and it is therefore unenforceable.

BIO-3 *Prior to the issuance of a grading permit, the Project Applicant shall pay the MSHCP mitigation fee as directed by the City of San Jacinto based on the most current rates.*

The evidence indicates the MSHCP is failing to meet its conservation goals and objectives while at the same time frontloading development. The biological goal of the MSHCP is to "…conserve covered species and their habitats…" by acquiring 153,000 acres of additional reserve land and meeting species-specific numerical thresholds of abundance. According to the 2023 annual report, additional acreage acquired through 2023 totaled 68,100 acres, or 44.5% of the goal. Only 47,056 acres were managed under Regional Conservation Authority (RCA), or 31% of the goal. Over the same period, habitat losses totaled 101,214 acres, of which 19,104 acres (19%) were inside Criteria Cells. The MSHCP is failing to meet its goals and objectives.

The MSHCP has also failed to achieve its conservation goals for white-tailed kite – a California Fully Protected species. The first four 3-year monitoring periods were missed, or if they were implemented then no reports of them are available. Based on the last 3-year period reported (2021-2023), The first objective to conserve at least 19,880 ac of breeding habitat had not been achieved. I cannot determine whether the second objective was achieved to "include in the MSHCP Conservation Area of at least 10 Core Areas," because the meaning of the objective is nebulous. The third objective to "conserve at least 281,890 ac of … foraging habitat" has not been achieved. The fourth objective to "conserve known winter roost area along San Timoteo Creek and any additional winter roost locations identified in the future" is unknown, because I have seen no reporting on this objective. The fifth objective to "maintain the continued use of, and successful reproduction in, at least 75 percent of the Core Areas every three years" was not achieved. In the 3-year periods ending in 2017, 2020, and 2023, the number of nests found in core areas decreased from 3 to 2 to 0. The MSHCP has failed to conserve white-tailed kites at target levels, and its performance is declining.

Of 143 assessments of MSHCP covered species in the 2023 Annual Report, 88 (62%) had failed to achieve the MSHCP's population performance threshold (Table 3). Of these 88 species, the measured population performance of 49 fell far below the MSHCP's threshold. Of the 55 species whose MSHCP's population performance threshold were met as of 2023, 10 barely met the threshold. In other words, only 45 (31%) of the covered species have been measured firmly above their population performance thresholds. I must add, however, that many of these thresholds were established to be easily achieved.

Table 3. *Whether population performance threshold was achieved, according to status update in 2023 Annual Report of the MSHCP. Boldened "No" means the measured success deviates far from the threshold.*

Common name	***Scientific name***	**Success?**
Arroyo toad	*Bufo californicus*	**No**
California red-legged frog	*Rana aurora draytonii*	No
Coast range newt	*Taricha torosa torosa*	Yes
Mountain yellow-legged frog	*Rana muscosa*	No
Western spadefoot	*Scaphiopus hammondii*	Yes (slim)
Belding's Orange-throated Whiptail	*Cnemidophorus hyperythrus belding*	No
Coastal western whiptail	*Cnemidophorus tigris multiscutatus*	Yes
Granite night lizard	*Xantusia henshawi henshawi*	Yes
Granite spiny lizard	*Sceloporus orcuttii*	Yes
Northern red-diamond rattlesnake	*Crotalus ruber ruber*	Yes
San Bernardino mountain kingsnake	*Lampropeltis zonata parvirubra*	No
San Diego banded gecko	*Coleonyx variegatus abbotti*	No
San Diego horned lizard	*Phrynosoma coronatum blainvillei*	Yes (slim)
San Diego mountain kingsnake	*Lampropeltis zonata pulchra*	**No**
Southern rubber boa	*Charina bottae umbratica*	**No**
Southern sagebrush lizard	*Sceloporus graciosus vandenburgianus*	No
Western pond turtle	*Clemmys marmorata pallida*	**No**
American bittern	*Botaurus lentiginosus*	Yes
Bald eagle	*Haliaeetus leucocephalus*	No
Bell's sparrow	*Amphispiza belli belli*	Yes
Black swift	*Cypseloides niger*	**No**
Black-crowned night-heron	*Nycticorax nycticorax*	Yes
Burrowing owl	*Athene cunicularia hypugaea*	**No**
Cactus wren	*Campylorhynchus brunneicapillus*	**No**
California horned lark	*Eremophila alpestris actia*	Yes
California spotted owl	*Strix occidentalis occidentalis*	**No**
Coastal California gnatcatcher	*Polioptila californica californica*	Yes
Cooper's hawk	*Accipiter coiperii*	Yes
Double-crested cormorant	*Phalacrocorax auritus*	Yes
Downy woodpecker	*Picoides pubescens*	Yes
Ferruginous hawk	*Buteo regalis*	No
Golden eagle	*Aquila chysaetos*	**No**
Grasshopper sparrow	*Ammodramus savannarum*	**No**
Great blue heron	*Ardea Herodias*	Yes
Least Bell's vireo	*Vireo bellii pusillus*	Yes
Loggerhead shrike	*Lanius ludoviscianus*	No
MacGillivray's warbler	*Oporonis tolmei*	**No**
Merlin	*Falco columbarius*	No
Mountain plover	*Charadrius montanus*	**No**
Mountain quail	*Oreortyx pictus*	Yes
Nashville warbler	*Vermivora ruficapilla*	**No**

Common name	***Scientific name***	**Success?**
Northern goshawk	*Accipiter gentilis*	**No**
Northern harrier	*Circus hudsonicus*	**No**
Osprey	*Pandion halliaetus*	Yes (slim)
Peregrine falcon	*Falco peregrinus*	Yes (slim)
Prairie falcon	*Falco mexicanus*	**No**
Purple martin	*Progne subis*	No
Sharp-shinned hawk	*Accipiter striatus*	**No**
Southwestern willow flycatcher	*Empidonax traillii extimus*	**No**
Swainson's hawk	*Buteo swainsoni*	**No**
Tree swallow	*Tachycineta bicolor*	Yes
Tricolored blackbird	*Agelaius tricolor*	Yes (slim)
Turkey vulture	*Cathartes aura*	No
Western yellow-billed cuckoo	*Coccyzus americanus occidentalis*	**No**
White-faced ibis	*Plegadis chihi*	Yes
White-tailed kite	*Elanus leucurus*	**No**
Williamson's sapsucker	*Sphyrapicus thyroideus*	No
Wilson's warbler	*Wilsoni pusilla*	No
Yellow-breasted chat	*Ictera virens*	Yes
Yellow warbler	*Dendroica petechia brewsteri*	No
Arroyo chub	*Gila orcuttii*	No
Santa Ana sucker	*Catastomus santaanae*	**No**
Riverside fairy shrimp	*Streptocephalus woottoni*	**No**
Santa Rosa Plateau Fairy Shrimp	*Linderiella santarosae*	Yes
Vernal Pool Fairy Shrimp	*Branchinecta lynchi*	No
Delhi Sands Flower-loving Fly	*Rhaphiomidas terminatus abdominalis*	**No**
Quino Checkerspot	*Euphydryas editha quino*	**No**
Aguanga Kangaroo Rat	*Dipodomys merriami collinus*	No
Bobcat	*Lynx rufus*	Yes
Brush rabbit	*Sylvilagus bachmani*	No
Coyote	*Canis latrans*	Yes
Dulzura Kangaroo Rat	*Dipodomys simulans*	**No**
Long-tailed weasel	*Mustela frenata*	**No**
Los Angeles Pocket Mouse	*Perognathus longimembris brevinasus*	No
Mountain lion	*Puma concolor*	Yes
Northwestern San Diego Pocket Mouse	*Chaetodipus fallax fallax*	**No**
San Bernardino Flying Squirrel	*Glaucomys sabrinus californicus*	**No**
San Bernardino Kangaroo Rat	*Dipodomys merriami parvus*	No
San Diego Black-tailed Jackrabbit	*Lepus californicus bennettii*	No
San Diego Desert Woodrat	*Neotoma lepida intermedia*	**No**
Stephens' Kangaroo Rat	*Dipodomys stephensi*	Yes
Beautiful Hulsea	*Hulsea vestita ssp. callicarpha*	Yes
Brand's Phacelia	*Phacelia stellaris*	No
California Beardtongue	*Penstemon californicus*	**No**

Common name	***Scientific name***	**Success?**
California Bedstraw	*Galium californicum ssp. primum*	No
California Black Walnut	*Juglans californica var. californica*	**No**
California Muhly	*Muhlenbergia californica*	**No**
California Orcutt Grass	*Orcuttia californica*	No
Chickweed Oxytheca	*Oxytheca caryophylloides*	Yes
Cleveland's Bush Monkeyflower	*Mimulus clevelandii*	Yes
Cliff Cinquefoil	*Potentilla rimicola*	**No**
Coulter's Goldfields	*Lasthenia glabrata ssp. coulteri*	Yes
Coulter's Matilija Poppy	*Romneya coulteri*	Yes
Davidson's Saltscale	*Atriplex serenana var. davidsonii*	No
Engelmann Oak	*Quercus engelmannii*	No
Fish's Milkwort	*Polygala cornuta var. fishiae*	Yes
Graceful Tarplant	*Holocarpha virgata ssp. elongata*	No
Hall's Monardella	*Monardella macrantha ssp. hallii*	Yes
Hamitt's Clay-cress	*Sibaropsis hammittii*	Yes
Heart-leaved Pitcher Sage	*Lepechinia cardiophylla*	No
Intermediate Mariposa Lily	*Calochortus weedii var. intermedius*	No
Jaeger's Milk-vetch	*Astragalus pachypus var. jaegeri*	**No**
Johnston's Rock Cress	*Arabis johnstonii*	**No**
Lemon Lily	*Lilium parryi*	Yes
Little Mousetail	*Myosurus minimus*	Yes
Long-spined Spine Flower	*Chorizanthe polygonoides var. longispina*	Yes
Many-stemmed Dudleya	*Dudleya multicaulis*	**No**
Mojave Tarplant	*Deinandra mohavensis*	**No**
Munz's Mariposa Lily	*Calochortus palmeri var. munzii*	yes
Munz's Onion	*Allium munzii*	Yes (slim)
Nevin's Barberry	*Berberis nevinii*	**No**
Ocellated Humboldt Lily	*Lilium humboldtii ssp. Ocellatum*	Yes (slim)
Orcutt's Brodiaea	*Brodiaea orcuttii*	No
Palmer's Grapplinghook	*Harpagonella palmeri*	Yes
Palomar Monkeyflower	*Mimulus diffusus*	**No**
Parish's Brittlescale	*Atriplex parishii*	**No**
Parish's Meadowfoam	*Limnanthes gracilis var. parishii*	Yes
Parry's Spine Flower	*Chorizanthe parryi var. parryi*	No
Payson's Jewelflower	*Caulanthus simulans*	**No**
Peninsular Spine Flower	*Chorizanthe leptotheca*	Yes
Plummer's Mariposa Lily	*Calochortus plummerae*	Yes
Prostrate Navarretia	*Navarretia prostrata*	Yes
Prostrate Spine Flower	*Chorizanthe procumbens*	**No**
Rainbow Manzanita	*Arctostaphylos rainbowensis*	Yes
Round-leaved Filaree	*Erodium macrophyllum*	**No**
San Diego Ambrosia	*Ambrosia pumila*	No
San Diego Button-celery	*Eryngium aristulatum var. parishii*	Yes

Common name	***Scientific name***	**Success?**
San Jacinto Mountains Bedstraw	*Galium angustifolium ssp. jacinticum*	No
San Jacinto Valley Crownscale	*Atriplex coronata var. notatior*	Yes (slim)
San Miguel Savory	*Satureja chandleri*	**No**
Santa Ana River Woollystar	*Eriastrum densifolium ssp. sanctorum*	Yes
Shaggy-haired Alumroot	*Heuchera hirsutissima*	No
Slender-horned Spine Flower	*Dodecahema leptoceras*	**No**
Small-flowered Microseris	*Microseris douglasii var. platycarpha*	No
Small-flowered Morning-glory	*Convolvulus simulans*	Yes (slim)
Smooth Tarplant	*Centromadia pungens*	No
Spreading Navarretia	*Navarretia fossalis*	**No**
Sticky-leaved Dudleya	*Dudleya viscida*	Yes
Thread-leaved Brodiaea	*Brodiaea filifolia*	No
Vail Lake Ceanothus	*Ceanothus ophiochilus*	No
Vernal Barley	*Hordeum intercedens*	Yes (slim)
Wright's Trichocoronis	*Trichocoronis wrightii var. wrightii*	**No**
Yucaipa Onion	*Allium marvinii*	**No**

The tricolored blackbird can serve as an example of a species that reportedly has been successfully conserved under the MSHCP, but only just barely clearing an easy success threshold. The population performance threshold was to "Maintain (once every 5 years) the continued use of, and successful reproduction within at least 1 of the identified Core Areas," which should have been easily achieved if the species' populations were (1) truly performing well, and (2) static in distribution. No monitoring was completed over six of the years since 2004, but of the years that were monitored, no breeding colonies were found in any Core Areas over four years, and breeding colonies were found in only one Core Area over seven years including over the last six years when tricolored blackbirds were monitored. As with other covered species, tricolored blackbirds shift their activity areas interannually and do not remain within Core Areas. This shifting mosaic pattern of abundance is typical of terrestrial animal populations (Taylor and Taylor 1979), and it is of course ill-suited to a conservation strategy focused on Core Areas.

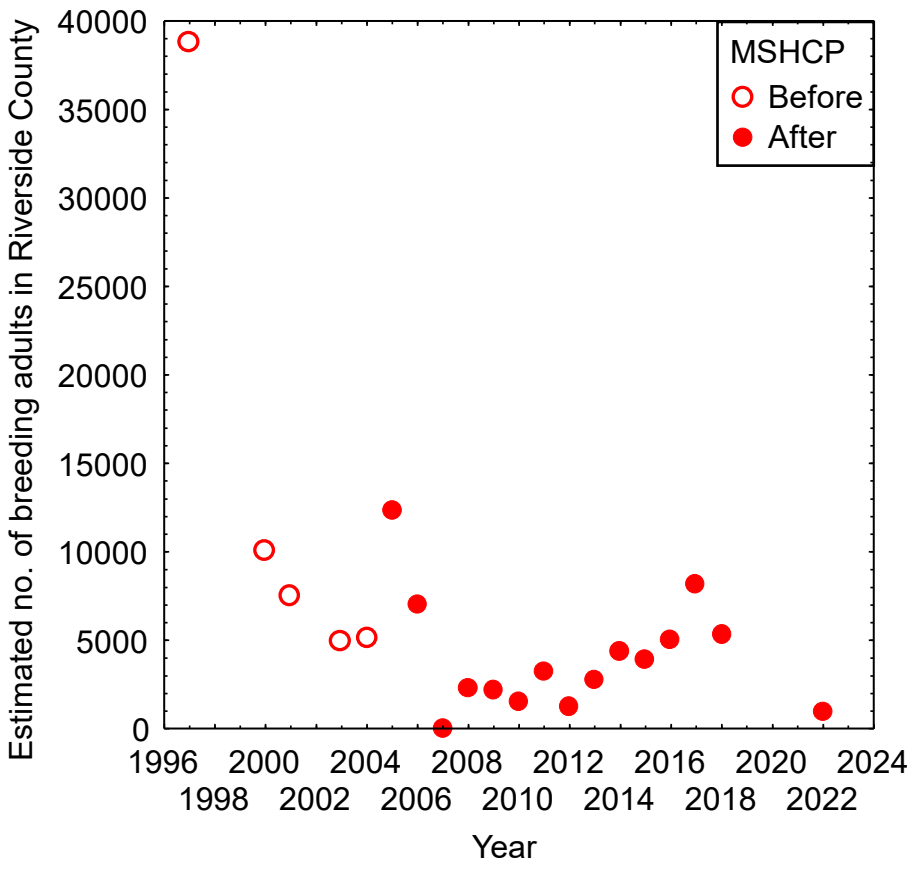
Over multiple tricolored blackbird annual reports, the authors recommended redefining Core Areas to encompass the colony sites of breeding tricolored blackbirds. However, to stay true to the MSHCP's conservation strategy, the authors of the 2022 report of tricolored blackbird monitoring reversed their earlier recommendation with the following conclusion: "At this time we do not have any recommended changes to the Core Area definitions or species objectives for Tricolored Blackbirds. As currently written, the Core Areas seem to generally capture where Tricolored Blackbirds occur within the Plan Area, although most of their activity is concentrated within just one Core Area (Mystic Lake/San Jacinto WA)." There is some internal inconsistency to this conclusion, which indicates a steadfastness to an ill-conceived strategy of expecting covered species to remain within Core Areas.

A better metric for assessing the performance of the MSHCP would have been the number of animals counted from year to year. In the case of tricolored blackbird, counts

were made of the number of breeding adults. These counts began prior to the MSHCP, and altogether they indicate a declining trend (Figure 10). The 2022 survey method switched to making counts from automobiles, which might have biased the last estimate low, but this reflects how the MSHCP's monitoring is being managed. Regardless, the evidence collected per the MSHCP indicates an ongoing decline of tricolored blackbirds despite the conservation strategy of the MSHCP.

Although I have yet to thoroughly examine the available reports of monitoring of covered species, I saw no evidence of any species having expanded its occupied area or increased in abundance within the MSHCP area. Overall, the evidence supports the conclusion that most covered species have failed to achieve their population performance thresholds as of 2023, and most species have declined in spatial extent and abundance. The conservation strategy of the MSHCP has largely proven unsuccessful.

Figure 10. *Trend in the estimated number of breeding adult tricolored blackbird in Riverside County. Data are from MSHCP monitoring reports.*



As introduced above, the MSHCP's conservation strategy of conserving Core Areas is a reason to distrust the notion that the MSHCP is going to offset individual project contributions to cumulative impacts. This strategy fails to consider the chronic impacts of the ecological sinks created by the projects' habitat destruction. One such ecological sink includes road traffic, which chronically takes members of species targeted for protection in the Core Areas. The MSHCP fails to consider that wildlife are mobile, and that wildlife cannot persist without expressing their mobility. To migrate, disperse, forage, and patrol home ranges, wildlife must cross roads. Furthermore, the consigning

of wildlife to Core Areas per the MSHCP's strategy exposes those "preserved" wildlife to catastrophic losses from wildfire. Having worked with endangered species in small, isolated habitat patches, I have witnessed what happens when fire burns all the vegetation remaining in the patch, or when drought destroys all the forage; species are extinguished. The MSHCP cannot alone mitigate the impacts of this or all the other projects participating with it.

BIO-4 *The Project Applicant and their designee (i.e., Construction Contractors) shall follow required MSHCP Construction Minimization Measures (Section 7.5.3 of the MSHCP). Applicable construction minimization measures are listed below*. [A list of Best Management Practices followed.]

Should the project go forward, I concur with the implementation of all Best Management Practices, but it needs to be understood that their conservation benefits would be *de minimis* relative to project impacts on wildlife. None of the identified measures would avoid habitat loss, habitat fragmentation, and wildlife-automobile collision mortality of workers and vendors traveling to and from the construction site, nor of employees commuting or traveling as per operations of the project over the years following construction. Further, the MSHCP has not been effective at conserving its covered species (see my comments on BIO-3).

NEEDED MITIGATION MEASURES

Compensatory Habitat Protection: The project would destroy the productive capacity of the project site for birds and other wildlife. The loss of this capacity would need to be offset by compensatory mitigation as near to the site as possible. I recommend a 5:1 mitigation ratio to achieve a no net loss standard, as a 1:1 ratio would simply ensure a 50% loss of habitat between the project site and mitigation site.

The loss of burrowing owl foraging opportunities would need to be mitigated. The applicant needs to consult with the CDFW to learn what mitigation ratio would be acceptable for loss of burrowing owl habitat on the project site, and whether and where habitat is available to be protected nearby.

Road Mortality: Compensatory mitigation is needed for the increased wildlife mortality that would be caused by collisions with automobiles due to project-generated road traffic in the region. I suggest that this mitigation can be directed toward funding research to identify fatality patterns and effective impact reduction measures such as reduced speed limits and wildlife under-crossings or overcrossings of particularly dangerous road segments. Compensatory mitigation can also be provided in the form of donations to wildlife rehabilitation facilities (see below).

Bird-Window Collision Mortality: If the project goes forward, it should at a minimum adhere to available Bird-Safe Guidelines, such as those prepared by American Bird Conservancy and New York and San Francisco. The American Bird Conservancy (ABC) produced an excellent set of guidelines recommending actions to: (1) Minimize use of glass; (2) Placing glass behind some type of screening (grilles, shutters, exterior

shades); (3) Using glass with inherent properties to reduce collisions, such as patterns, window films, decals or tape; and (4) Turning off lights during migration seasons (Sheppard and Phillips 2015). The City of San Francisco (San Francisco Planning Department 2011) also has a set of building design guidelines, based on the excellent guidelines produced by the New York City Audubon Society (Orff et al. 2007). The ABC document and both the New York and San Francisco documents provide excellent alerting of potential bird-collision hazards as well as many visual examples. The San Francisco Planning Department's (2011) building design guidelines are more comprehensive than those of New York City, but they could have gone further. For example, the San Francisco guidelines probably should have also covered scientific monitoring of impacts as well as compensatory mitigation for impacts that could not be avoided, minimized or reduced.

New research results inform of the efficacy of marking windows. Whereas Klem (1990) found no deterrent effect from decals on windows, Johnson and Hudson (1976) reported a fatality reduction of about 69% after placing decals on windows. In an experiment of opportunity, Ocampo-Peñuela et al. (2016) found only 2 of 86 fatalities at one of 6 buildings – the only building with windows treated with a bird deterrent film. At the building with fritted glass, bird collisions were 82% lower than at other buildings with untreated windows. Kahle et al. (2016) added external window shades to some windowed façades to reduce fatalities 82% and 95%. Brown et al. (2020) reported an 84% lower collision probability among fritted glass windows and windows treated with ORNILUX R UV. City of Portland Bureau of Environmental Services and Portland Audubon (2020) reduced bird collision fatalities 94% by affixing marked Solyx window film to existing glass panels of Portland's Columbia Building. Many external and internal glass markers have been tested experimentally, some showing no effect and some showing strong deterrent effects (Klem 1989, 1990, 2009, 2011; Klem and Saenger 2013; Rössler et al. 2015). For example, Feather Friendly® circular adhesive markers applied in a grid pattern across all windows reduced bird-window collision mortality by 95% in one study (Riggs et al. 2023) and by 95% in another (de Groot et al. 2021). Another study tested the efficacy of two filmshades to be applied exteriorly to windows prior to installations: BirdShades increased bird-window avoidance by 47% and Haverkamp increased avoidance by 39% (Swaddle et al. 2023).

Fund Wildlife Rehabilitation Facilities: Compensatory mitigation is needed, and it ought to also include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals that will be delivered to these facilities for care. Many animals would likely be injured during construction and by collisions with automobiles traveling to and from the project site.

Landscaping: If the project goes forward, California native plant landscaping (i.e., grassland and locally appropriate scrub plants) should be considered to be used as opposed to landscaping with lawn and exotic shrubs and trees. Native plants offer more structure, cover, food resources, and nesting substrate for wildlife than landscaping with lawn and ornamental trees. Native plant landscaping has been shown to increase the abundance of arthropods which act as important sources of food for wildlife and are crucial for pollination and plant reproduction (Narango et al. 2017, Adams et al. 2020,

Smallwood and Wood 2022.). Further, many endangered and threatened insects require native host plants for reproduction and migration, e.g., monarch butterfly. Around the world, landscaping with native plants over exotic plants increases the abundance and diversity of birds, and it is particularly valuable to native birds (Lerman and Warren 2011, Burghardt et al. 2008, Berthon et al. 2021, Smallwood and Wood 2022). Landscaping with native plants is a way to maintain or to bring back some of the natural habitat and lessen the footprint of urbanization by acting as interconnected patches of habitat for wildlife (Goddard et al. 2009, Tallamy 2020). Lastly, not only does native plant landscaping benefit wildlife, it requires less water and maintenance than traditional landscaping with lawn and hedges.

Thank you for your consideration,



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Shawn Smallwood, Ph.D.

LITERATURE CITED

Adams, B. J., E. Li, C. A. Bahlai, E. K. Meineke, T. P. McGlynn, and B. V. Brown. 2020. Local and landscape-scale variables shape insect diversity in an urban biodiversity hot spot. Ecological Applications 30(4):e02089. 10.1002/eap.2089

Barton, C. M., C. S. Riding, and S. R. Loss. 2017. Magnitude and correlates of bird collisions at glass bus shelters in an urban landscape. Plos One 12. (6): e0178667. https://doi.org/10.1371/journal.pone.0178667

Berthon, K., F. Thomas, and S. Bekessy. 2021. The role of 'nativenes' in urban greening to support animal biodiversity. Landscape and Urban Planning 205:103959. https://doi.org/10.1016/j.landurbplan.2020.103959

Bishop, C. A. and J. M. Brogan. 2013. Estimates of avian mortality attributed to vehicle collisions in Canada. Avian Conservation and Ecology 8:2. http://dx.doi.org/10.5751/ACE-00604-080202.

Blancher, P. 2013. Estimated number of birds killed by house cats (*Felis catus*) in Canada. Avian Conservation and Ecology 8(2): 3. http://dx.doi.org/10.5751/ACE-00557-080203

Borden, W. C., O. M. Lockhart, A. W. Jones, and M. S. Lyons. 2010. Seasonal, taxonomic, and local habitat components of bird-window collisions on an urban university campus in Cleveland, OH. Ohio Journal of Science 110(3):44-52.

Bracey, A. M., M. A. Etterson, G. J. Niemi, and R. F. Green. 2016. Variation in bird-window collision mortality and scavenging rates within an urban landscape. The Wilson Journal of Ornithology 128:355-367.

Brown, B. B., L. Hunter, and S. Santos. 2020. Bird-window collisions: different fall and winter risk and protective factors. PeerJ 8:e9401 http://doi.org/10.7717/peerj.9401

Brown, K., K. S. Smallwood, J. Szewczak, and B. Karas. 2016. Final 2012-2015 Report Avian and Bat Monitoring Project Vasco Winds, LLC. Prepared for NextEra Energy Resources, Livermore, California.

Burghardt, K. T., D. W. Tallamy, and W. G. Shriver. 2008. Impact of native plants on bird and butterfly biodiversity in suburban landscapes. Conservation Biology 23:219-224.

CDFW (California Department of Fish and Wildlife). 2012. Staff report on burrowing owl mitigation. Sacramento, California.

CDFW (California Department of Fish and Wildlife). 2018. Protocols for surveying and evaluating impacts to special status native plant populations and sensitive natural communities. https://nrm.dfg.ca.go

CDFW (California Department of Fish and Wildlife). 2023. Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species.

Calvert, A. M., C. A. Bishop, R. D. Elliot, E. A. Krebs, T. M. Kydd, C. S. Machtans, and G. J. Robertson. 2013. A synthesis of human-related avian mortality in Canada. Avian Conservation and Ecology 8(2): 11. http://dx.doi.org/10.5751/ACE-00581-080211

City of Portland Bureau of Environmental Services and Portland Audubon. 2020. Collisions at the Columbia Building: A synthesis of pre- and post-retrofit monitoring. Environmental Services of City of Portland, Oregon.

Colibri Ecological Consulting. 2025. 2025 Tricolored Blackbird Statewide Survey December 2025, California. Report to Audubon California, San Francisco.

County of Riverside. 2006. Burrowing owl survey instructions for the Western Riverside Multiple Species Habitat Conservation Plan Area. Environmental Programs Department. https://www.wrc- rca.org/species/survey_protocols/burrowing_ owl_survey_instructions.pdf

Dauphiné, N. and R. J. Cooper. 2009. Impacts of free-ranging domestic cats (*Felis catus*) on birds in the United States: a review of recent research with conservation and management recommendations. Pages 205-219 in T. D. Rich, C. Arizmendi, D. W. Demarest, and C. Thompson, eds., Proceedings of the Fourth International Partners in Flight Conference: Tundra to Tropics.

Davy, C. M., A. T. Ford, and K. C. Fraser. 2017. Aeroconservation for the fragmented skies. Conservation Letters 10(6): 773–780.

Diehl, R. H., A. C. Peterson, R. T. Bolus, and D. Johnson. 2017. Extending the habitat concept to the airspace. USGS Staff -- Published Research. 1129. https://digitalcommons.unl.edu/usgsstaffpub/1129

Dunn, E. H. 1993. Bird mortality from striking residential windows in winter. Journal of Field Ornithology 64:302-309.

Forman, T. T., D. Sperling, J. A. Bisonette, A. P. Clevenger, C. D. Cutshall, V. H. Dale, L. Fahrig, R. France, C. R. Goldman, K. Heanue, J. A. Jones, F. J. Swanson, T. Turrentine, and T. C. Winter. 2003. Road Ecology. Island Press, Covello, California.

Gelb, Y. and N. Delacretaz. 2009. Windows and vegetation: Primary factors in Manhattan bird collisions. Northeastern Naturalist 16:455-470.

Goddard, M. A., A. J. Dougill, and T. G. Benton. 2009. Scaling up from gardens: biodiversity conservation in urban environments. Trends in Ecology and Evolution 25:90-98. doi:10.1016/j.tree.2009.07.016

Gómez-Moreno, V. del C., J. R. Herrera-Herrera, and S. Niño-Maldonado. 2018. Bird collisions in windows of Centro Universitario Victoria, Tamaulipas, México. Huitzil, Revista Mexicana de Ornitología 19(2): 227-236. https://doi.org/10.28947/hrmo.2018.19.2.347

De Groot, K. L., A. G. Wilson, R. McKibbin, S. A. Hudson, K. M. Dohms, A. R. Norris, A. C. Huang, I. B. J. Whitehorne, K. T. Fort, C. Roy, J. Bourque, and S. Wilson. 2022. Bird protection treatments reduce bird-window collision risk at low-rise buildings within a Pacific coastal protected area. PeerJ 10(9):e13142 DOI 10.7717/peerj.13142.

Hager, S. B., H. Trudell, K. J. McKay, S. M. Crandall, and L. Mayer. 2008. Bird density and mortality at windows. Wilson Journal of Ornithology 120:550-564.

Hager S. B., B. J. Cosentino, K J. McKay, C. Monson, W. Zuurdeeg, and B. Blevins. 2013. Window area and development drive spatial variation in bird-window collisions in an urban landscape. PLoS ONE 8(1): e53371. doi:10.1371/journal.pone.0053371

Hall, L. S., P. R. Krausman, and M. L. Morrison. 1997. The habitat concept and a plea for standard terminology. Wildlife Society Bulletin 25:173-82.

Johnson, R. E., and G. E. Hudson. 1976. Bird mortality at a glassed-in walkway in Washington State. Western Birds 7:99-107.

Kahle, L. Q., M. E. Flannery, and J. P. Dumbacher. 2016. Bird-window collisions at a west-coast urban park museum: analyses of bird biology and window attributes from Golden Gate Park, San Francisco. PLoS ONE 11(1):e144600 DOI 10.1371/journal.pone.0144600.

Klem, D., Jr. 1990. Collisions between birds and windows: mortality and prevention. Journal of Field Ornithology 61:120-128.

Klem, D., Jr. 1989. Bird-window collisions. Wilson Bulletin 101:606-620.

Klem, D., Jr. 2009. Preventing bird-window collisions. The Wilson Journal of Ornithology 121:314-321.

Klem, D., Jr. 2010. Avian mortality at windows: the second largest human source of bird mortality on earth. Pages 244-251 in Proc. Fourth Int. Partners in Flight Conference: Tundra to Tropics.

Klem, D., Jr. 2011. Evaluating the effectiveness of Acopian Birdsavers to deter or prevent bird-glass collisions. Unpublished report.

Klem, D., Jr. and P. G. Saenger. 2013. Evaluating the effectiveness of select visual signals to prevent bird-window collisions. The Wilson Journal of Ornithology 125:406–411.

Kunz, T. H., S. A. Gauthreaux Jr., N. I. Hristov, J. W. Horn, G. Jones, E. K. V. Kalko, R. P. Larkin, G. F. McCracken, S. M. Swartz, R. B. Srygley, R. Dudley, J. K. Westbrook, and M. Wikelski. 2008. Aeroecology: probing and modelling the aerosphere. Integrative and Comparative Biology 48:1-11. doi:10.1093/icb/icn037

Lerman, S. B. and P. S. Warren. 2011. The conservation value of residential yards: linking birds and people. Ecological Applications 21:1327-1339.

Loss, S. R., T. Will, and P. P. Marra. 2013. The impact of free-ranging domestic cats on wildlife of the United States. Nature Communications 2380. DOI: 10.1038/ncomms2380

Loss, S. R., T. Will, and P. P. Marra. 2014. Estimation of bird-vehicle collision mortality on U.S. roads. Journal of Wildlife Management 78:763-771.

Loss, S. R., T. Will, and P. P. Marra. 2014. Estimation of bird-vehicle collision mortality on U.S. roads. Journal of Wildlife Management 78:763-771.

Loss, S. R., T. Will, S. S. Loss, and P. P. Marra. 2014. Bird–building collisions in the United States: Estimates of annual mortality and species vulnerability. The Condor: Ornithological Applications 116:8-23. DOI: 10.1650/CONDOR-13-090.1

Loss, S. R., S. Lao, J. W. Eckles, A. W. Anderson, R. B. Blair, and R. J. Turner. 2019. Factors influencing bird-building collisions in the downtown area of a major North American city. PLoS ONE 14(11): e0224164. https://doi.org/10.1371/journal.pone.0224164

Loyd, K. A. T., S. M. Hernandez, and D. L. McRuer. 2017. The role of domestic cats in the admission of injured wildlife at rehabilitation and rescue centers. Wildlife Society Bulletin 41:55-61.

Machtans, C. S., C. H. R. Wedeles, and E. M. Bayne. 2013. A first estimate for Canada of the number of birds killed by colliding with building windows. Avian Conservation and Ecology 8(2):6. http://dx.doi.org/10.5751/ACE-00568-080206

Mendelsohn, M., W. Dexter, E. Olson, and S. Weber. 2009. Vasco Road wildlife movement study report. Report to Contra Costa County Public Works Department, Martinez, California.

Miller, J. 2024. Petition Before the California Fish and Game Commission to list California populations of the Western Burrowing Owl (*Athene cunicularia hypugaea*) as Endangered or Threatened Under the California Endangered Species Act. Center for Biological Diversity, Defenders of Wildlife, Burrowing Owl Preservation Society, Santa Clara Valley Audubon Society, Urban Bird Foundation, Central Valley Bird Club, San Bernardino Valley Audubon Society.

Narango, D. L., D. W. Tallamy, and P. P. Marra. 2017. Native plants improve breeding and foraging habitat for an insectivorous bird. Biological Conservation 213:42-50.

National Research Council. 1986. Ecological knowledge and environmental problem-solving: concepts and case studies. National Academy Press, Washington, D.C.

Ocampo-Peñuela, N., R. S. Winton, C. J. Wu, E. Zambello, T. W. Wittig and N. L. Cagle . 2016. Patterns of bird-window collisions inform mitigation on a university campus. PeerJ4:e1652;DOI10.7717/peerj.1652

O'Connell, T. J. 2001. Avian window strike mortality at a suburban office park. The Raven 72:141-149.

Orff, K., H. Brown, S. Caputo, E. J. McAdams, M. Fowle, G. Phillips, C. DeWitt, and Y. Gelb. 2007. Bird-safe buildings guidelines. New York City Audubon, New York.

Parkins, K. L., S. B. Elbin, and E. Barnes. 2015. Light, glass, and bird–building collisions in an urban park. Northeastern Naturalist 22:84-94.

Porter, A., and A. Huang. 2015. Bird collisions with glass: UBC pilot project to assess bird collision rates in Western North America. UBC Social Ecological Economic Development Studies (SEEDS) Student Report. Report to Environment Canada, UBC SEEDS and UBC BRITE.

Psomas. 2023a. Western burrowing owl surveys for Chacon Farms property Assessor Parcel Numbers: 432-260-009, 432-260-026, and 432-260-027 (75.6-Acre Project, Total Area Surveyed: 75.6 Acres) Cawston Avenue in the City of San Jacinto, Perris

USGS 7.5-Minute Series Map Township 4S, Range 3W, Section 6. Report to Ramona Dairy, LLC, San Jacinto, California.

Psomas. 2023b. Results of Special Status Plant Surveys for the Chacon Farms Property in the City of San Jacinto, Riverside County, California. Report to Ramona Dairy, LLC, San Jacinto, California.

Psomas. 2024. Habitat Assessment for Chacon Farms Property. Report to Ramona Dairy, LLC, San Jacinto, California.

Riding, C. S., T. J. O'Connell, and S. R. Loss. 2020. Building façade-level correlates of bird–window collisions in a small urban area. The Condor: Ornithological Applications 122:1–14.

Riggs, G. J., C. M. Barton, C. S. Riding, T. J. O'Connell1, and S. R. Loss. 2023. Field-testing effectiveness of window markers in reducing bird-window collisions. Urban Ecosystems (2023) 26:713–723. https://doi.org/10.1007/s11252-022-01304-w

Rössler, M., E. Nemeth, and A. Bruckner. 2015. Glass pane markings to prevent bird-window collisions: less can be more. Biologia 70: 535—541. DOI: 10.1515/biolog-2015-0057

Sabo, A. M., N. D. G. Hagemeyer, A. S. Lahey, and E. L. Walters. 2016. Local avian density influences risk of mortality from window strikes. PeerJ 4:e2170; DOI 10.7717/peerj.2170

San Francisco Planning Department. 2011. Standards for bird-safe buildings. San Francisco Planning Department, City and County of San Francisco, California.

Santos, S. M., F. Carvalho, and A. Mira. 2011. How long do the dead survive on the road? Carcass persistence probability and implications for road-kill monitoring surveys. PLoS ONE 6(9): e25383. doi:10.1371/journal.pone.0025383

Schneider, R. M., C. M. Barton, K. W. Zirkle, C. F. Greene, and K. B. Newman. 2018. Year-round monitoring reveals prevalence of fatal bird-window collisions at the Virginia Tech Corporate Research Center. *PeerJ* 6:e4562 https://doi.org/10.7717/peerj.4562

Smallwood, K.S. 2002. Habitat models based on numerical comparisons. Pages 83-95 *in* Predicting species occurrences: Issues of scale and accuracy, J. M. Scott, P. J. Heglund, M. Morrison, M. Raphael, J. Haufler, and B. Wall, editors. Island Press, Covello, California.

Smallwood, K. S. 2015. Habitat fragmentation and corridors. Pages 84-101 in M. L. Morrison and H. A. Mathewson, Eds., Wildlife habitat conservation: concepts,

challenges, and solutions. John Hopkins University Press, Baltimore, Maryland, USA.

Smallwood, K. S. 2022. Utility-scale solar impacts to volant wildlife. Journal of Wildlife Management: e22216. https://doi.org/10.1002/jwmg.22216

Smallwood, K. S., and N. L. Smallwood. 2023. Measured effects of anthropogenic development on vertebrate wildlife diversity. Diversity 15, 1037. https://doi.org/10.3390/d15101037.

Smallwood, N. L. and E. M. Wood. 2022. The ecological role of native plant landscaping in residential yards to urban wildlife. Ecosphere 2022;e4360.

Somerlot, K. E. 2003. Survey of songbird mortality due to window collisions on the Murray State University campus. Journal of Service Learning in Conservation Biology 1:1–19.

Swaddle, J. P., B. Brewster, M. Schuyler, and A. Su. 2023. Window films increase avoidance of collisions by birds but only when applied to external compared with internal surfaces of windows. PeerJ 11:e14676 http://doi.org/10.7717/peerj.14676

Tallamy, D.W. 2020. Nature's Best Hope: A New Approach to Conservation that Starts in Your Yard. Timber Press.

Taylor, R. A. J., and L. R. Taylor. 1979. A behavioral model for the evolution of spatial dynamics. Pp. 1-28 in R. M. Anderson, B. D. Turner, and L. R. Taylor (editors). Population dynamics. Blackwell Scientific Publications, Oxford.

Wood, E. M., and S. Esaian. 2020. The importance of street trees to urban avifauna. Ecological Applications. 0:e02149.

Young, H. 1948. A comparative study of nesting birds in a five-acre park. The Wilson Bulletin 61:36-47.

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Via Email

March 24, 2026

Michelle Peterson, Chair
Patricia Scott, Vice-Chair
John Gagnepain, Second Vice-Chair
Corinne Award, Commissioner
Taurus Jones, Commissioner
Planning Commission
City of San Jacinrto
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Yaneli, Hernandez, Senior Planner
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Re: Comment on Mitigated Negative Declaration, Chacon Farms Project (SCH 2025101241), March 24, 2026, Planning Commission Agenda Item 5.1

Dear Chair Peterson, Vice Chair Scott, Honorable Commissioners and Planner Hernandez:

This comment is submitted on behalf of Supporters Alliance For Environmental Responsibility ("SAFER") regarding the Initial Study and Mitigated Negative Declaration ("IS/MND") prepared for the Chacon Farms Project (SCH 2025101241), which proposes the development of master-planned residential development consisting of 419 dwelling units as well as the construction of onsite roadways, a detention basin, parks, and on-site landscaping on 73.97-net acres, located at 710 Cawston Avenue North (APNs 432-260-009, 432-260-026, and 432-260-027) in the City of San Jacinto ("Project").

SAFER is concerned that the IS/MND is improper under the California Environmental Quality Act due to the IS/MND's failure to adequately assess the Project's potentially significant environmental impacts. SAFER requests that an environmental impact report (EIR) be prepared for the Project rather than an MND because there is a fair argument that the Project may have adverse environmental impacts. An EIR will ensure that potentially significant impacts of this Project are fully disclosed, analyzed, and mitigated.

SAFER reserves the right to supplement this comment throughout the administrative process. *Galante Vineyards v. Monterey Peninsula Water Management Dist*., 60 Cal. App. 4th 1109, 1121 (1997).

Sincerely,

Richard Drury
Lozeau Drury LLP

Public Comment: April 7, 2026

Letter of comment for San Jacinto City Council Members regarding the new housing development Chacon Farms Project in San Jacinto, CA.

We have some concerns about the safety of the roads near the Chacon Farms Project, namely Cawston Ave North between Esplane and 7th, and 7th Street between Cawston and Sanderson. The concerns we have are for the safety of both pedestrians and vehicles alike. In our San Jacinto Valley, homes typically have several cars each, so adding 419 homes becomes thousands of cars. Based on the 11th Edition ITE Manual Analysis, the Chacon Farms Project is projected to generate roughly 3,952 daily vehicle trips. Having reduced the number of entrance/exits in the project from 3 down to 2 will greatly increase the impact on both Cawston Ave N and 7th Street.

Our property is located along Cawston and 7th streets, so we will share the roads with this new development. We have yet to be made aware of what - if any - actual improvements to these streets will be. At the planning commission meeting on March 24, 2026, there were no specific/complete plans available for road improvements.

Currently, Cawston Ave N is a narrow street with a temporary sidewalk on the West side and no turning lanes or shoulders for either lane, making it difficult and sometimes dangerous for vehicles to turn into and out of the driveways. This is a "bottleneck" of sorts, as Cawston Ave North of 7th and South of Esplanade is improved with sidewalks, turning lanes and shoulders, appropriate for the homes and schools in the area.

7th Street between Sanderson and Cawston is currently improved on the Westbound lane with sidewalks and turning lanes into housing projects. However, the Eastbound lane is narrow and has no turn lanes or shoulders, which makes it difficult and dangerous for vehicles to turn intoand out of the driveways.

Talley Meadows Layups and Retirement, our busy working horse ranch for the past 10 years, has several gated entrances along Cawston and 7th streets. While we understand the need for development in our community, we feel it is imperative to widen and improve Cawston Ave between Esplanade and 7th, and 7th street between Cawston and Sanderson for the safety and wellbeing of school children, families and those traveling in vehicles.

Thank you for your thoughtful consideration of our concerns,

Joe and Christy Talley

April 7, 2026

To the City Council Members of San Jacinto, CA,
Public Comment Regarding Traffic Safety Concerns for the Chacon Farms Project

We, Michael and Emalee Tomoni, owners of Talley Meadows Layups and Retirement, wish to formally express our significant concerns regarding pedestrian and vehicle safety near the proposed Chacon Farms Project.

Our property is located at the intersection of Cawston Avenue and 7th Street, and we will directly share these roads with the new development. Based on the project's projected generation of approximately 3,952 daily vehicle trips (11th Edition ITE Manual Analysis), we anticipate a substantial increase in traffic volume.

We have specific safety concerns regarding the current state of local infrastructure:

- **Reduced Access:** The reduction of project entrance/exits from three to two will concentrate traffic impact on Cawston Avenue North and 7th Street.
- **Cawston Avenue North (between Esplanade and 7th):** This section is currently narrow with a temporary sidewalk on the west side and lacks turning lanes or shoulders. This creates a "bottleneck" and dangerous turning conditions, unlike the improved sections north of 7th and south of Esplanade.
- **7th Street (between Cawston and Sanderson):** The eastbound lane is narrow, with no turn lanes or shoulders, making turns into and out of driveways difficult and unsafe.

Proposed Solution

We feel it is imperative that the City mandates the widening and improvement of Cawston Avenue (between Esplanade and 7th) and 7th Street (between Cawston and Sanderson) before the project's completion. These improvements are vital for the safety and well-being of local school children, families, and all travelers in the area.

We appreciate your thoughtful consideration of these critical safety concerns.

Sincerely,



Michael and Emalee Tomoni

August 4, 2026

TO:	City Council
REQUESTED BY:	Kimberly Ganimian, Finance Director
APPROVED BY:	Travis Randel, Interim City Manager
SUBJECT:	Use of ARPA Funds CY 26 Q2

RECOMMENDATION:

Staff recommends that the City Council **RECEIVE** and **FILE** the report of the ARPA funds.

DISCUSSION:

The American Rescue Plan Act (ARPA) was signed into law by the President on March 11, 2021. The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in the efforts to contain COVID-19 in communities, residents, and businesses. One of the most notable amendments that the Secretary of the Treasury has adopted as the final rule (published May 17, 2021) enables recipients to claim a standard allowance for revenue loss of up to $10 million dollars. The provisions in this final rule are effective April 1, 2022.

On July 13, 2021, the City received its first of two installments of the $11,773,274 in ARPA funds allocated to the City. The second installment was received on July 21, 2022.

On August 17, 2021, the City Council approved an initial project list for the use of ARPA funds. The initial projects were designed to meet specific categories in the final rule to maximize community benefit while prioritizing community desires (as documented by Measure V Community Survey results).

On January 16, 2024, the City Council approved the final project list, which ultimately consisted of 15 projects. The ARPA funding has been spent down on all but one remaining project, the Bath Well Treatment Plant. The construction contract for the Bath Well Treatment Plant was awarded in January 2024. Construction began in April 2024 and has been completed. It is in the final testing phase as of March 31, 2026.

During the reporting period of April 1, 2026, through June 31, 2026, ARPA expenditures totaled $58,099.87. Total ARPA expenditures increased from 99.16% in the previous reporting period to 99.65% in the current period. This increase is primarily due to payments made for construction management services and treatment plant construction.

ARPA funds have been fully obligated by the December 31, 2024, deadline. The final remaining project is on course to have all ARPA funds expended by the December 31, 2026, deadline.

FISCAL IMPACT:

There is no fiscal impact related to reporting the use of ARPA funds.

Attachments

ARPA Summary Report - 06-30-26

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Item #	Description	Estimate	Prior Expenditures	Current Expenditures	Total Expenditures	Remaining
Category D - Investments to Infrastructure						
20-004	New Grand Well	1,787,064.60	1,787,064.60	-	1,787,064.60	-
22-005	Bath Well Treatment Plant	7,838,088.76	7,738,877.43	58,099.87	7,796,977.30	41,111.46
Category C - Revenue Loss						
ARPA-A	Lead Service Line Replacement Program	13,774.00	13,774.00	-	13,774.00	-
CP-003 A	Cottonwood Lift Station	65,834.38	65,834.38	-	65,834.38	-
CP-003 B	Sewer Main Line Replacement (Tahquitz)	500,000.00	500,000.00	-	500,000.00	-
ARPA-B	Mobile Bypass Pump	60,000.00	60,000.00	-	60,000.00	-
ARPA-C	Community Development Software Upgrade	273,080.62	273,080.62	-	273,080.62	-
ARPA-D	City Hall Queue Management System	8,436.59	8,436.59	-	8,436.59	-
18-007	Soofa Sign	18,000.00	18,000.00	-	18,000.00	-
22-014	City Hall Front Lobby/Office Remodel	80,000.00	80,000.00	-	80,000.00	-
22-015	Community Center Remodel	73,903.67	73,903.67	-	73,903.67	-
22-009	Fitness Court at Mistletoe Park	186,000.00	186,000.00	-	186,000.00	-
22-017	Small Business Grants	52,500.00	52,500.00	-	52,500.00	-
ARPA-G	City Net - Year 2 costs with "Rapid Rehousing"	425,295.62	425,295.62	-	425,295.62	-
23-002	Artesia Main Line Replacement	391,295.76	391,295.76	-	391,295.76	-
		11,773,274.00	11,674,062.67	58,099.87	11,732,162.54	41,111.46

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Item #	Description	Estimate	Prior Expenditures	Current Expenditures	Total Expenditures	City Contribution	Remaining
Category D - Investments to Infrastructure							
20-004	New Grand Well	1,787,064.60	1,787,064.60	-	1,787,064.60		-
22-010	New Grand Well Treatment Plant	-	-	-	-		-
22-005	Bath Well Treatment Plant	7,838,088.76	7,738,877.43	58,099.87	7,796,977.30		41,111.46
Category C - Revenue Loss							
ARPA-A	Lead Service Line Replacement Program	13,774.00	13,774.00	-	13,774.00		-
22-011	SCADA Replacement	-	-	-	-		-
CP -003 A	Cottonwood Lift Station	65,834.38	65,834.38	-	65,834.38		-
CP-003 B	Sewer Main Line Replacement (Tahquitz)	500,000.00	500,000.00	-	500,000.00		-
ARPA-B	Mobile Bypass Pump	60,000.00	85,178.22	-	85,178.22	(25,178.22)	-
22-013	Civic Center/Main Street/Broadband	-	-	-	-		-
ARPA-C	Community Development Software Upgrade	273,080.62	273,080.62	-	273,080.62		-
ARPA-D	City Hall Queue Management System	8,436.59	8,436.59	-	8,436.59		-
18-007	Soofa Sign	18,000.00	18,000.00	-	18,000.00		-
22-014	City Hall Front Lobby/Office Remodel	80,000.00	81,804.04	-	81,804.04	(1,804.04)	-
22-015	Community Center Remodel	73,903.67	73,903.67	-	73,903.67		-
22-009	Fitness Court at Mistletoe Park	186,000.00	205,637.33	-	205,637.33	(19,637.33)	-
22-016	Splashpad at Sallee Park	-	-	-	-		-
22-017	Small Business Grants	52,500.00	52,500.00	-	52,500.00		-

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Item #	Description	Estimate	Prior Expenditures	Current Expenditures	Total Expenditures	City Contribution	Remaining
22-018	Early Childhood Development Site Grants	-	-	-	-		-
ARPA-G	City Net - Year 2 costs with "Rapid Rehousing"	425,295.62	425,295.62	-	425,295.62		-
22-019	Local Business Development Incentives	-	-	-	-		-
ARPA-F	Community Foundation	-	-	-	-		-
23-002	Artesia Main Line Replacement	391,295.76	391,295.76	-	391,295.76		-
	Unallocated						-
		11,773,274.00	11,720,682.26	58,099.87	11,778,782.13	(46,619.59)	41,111.46
						11,732,162.54	
						11,732,162.54	ARPA Project
						-	Variance

CITY OF SAN JACINTO
ARPA ALLOCATION SCHEDULE

Final Item #	Description	Estimate at 06/30/2024
Category D - Investments to Infrastructure		
20-004	New Grand Well	1,787,064.60
22-005	Bath Well Treatment Plant	7,838,088.76
Category C - Revenue Loss		
ARPA-A	Lead Service Line Replacement Program	13,774.00
CP -003 A	Cottonwood Lift Station	65,834.38
CP -003 B	Sewer Main Line	500,000.00
ARPA-B	Mobile Bypass Pump	60,000.00
ARPA-C	Community Development Software Upgrade	273,080.62
ARPA-D	City Hall Queue Management System	8,436.59
18-007	Soofa Sign	18,000.00
22-009	Fitness Court at Mistletoe Park	186,000.00
22-014	City Hall Front Lobby/Office Remodel	80,000.00
22-015	City Hall Front Lobby/Office Remodel	73,903.67
22-017	Small Business Grants	52,500.00
ARPA-G	City Net - Year 2 costs with "Rapid Rehousing"	425,295.62
23-002	Artesia Main Line Replacement	391,295.76
	Unallocated	
		11,773,274.00

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

New Grand Well - Design/Engineering/Construction
CIP #20-004 - ARPA Subcategory 5.13
Obligation: $1,787,064.60

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	1,787,064.60
		Total	1,787,064.60
		Estimate	1,787,064.60
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

New Grand Well Treatment Plant - Design/Engineering/Construction
CIP #22-010 - ARPA Subcategory 5.10
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Bath Well Treatment Plant - Design/Engineering/Construction
CIP #22-005 - ARPA Subcategory 5.10
Obligation: $7,838,088.76

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
5/31/2026	PACIFIC HYDROTECH	WORK COMPLETED	12,529.67
4/30/2026	PACIFIC HYDROTECH	WORK COMPLETED	31,262.28
4/21/2026	CIVILTEC ENGINEERING	PROF SVCS THROUGH 3/31/26	7,284.50
2/26/2026	RAIN FOR RENT LLC	RENTAL 2/19-2/25/26	7,023.42
		Current expenditures	58,099.87
		Prior expenditures	7,738,877.43
		Total	7,804,000.72
		Estimate	7,838,088.76
		Remaining	34,088.04

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Lead Service Line Replacement - Initial inspection
Project "ARPA-A" - ARPA Subcategory 6.1
Obligation: $13,774.00

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	13,774.00
		Total	13,774.00
		Estimate	13,774.00
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

SCADA Replacement
CIP #22-011 - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Cottonwood Lift Station
CIP #CP-003A - ARPA Subcategory 6.1
Obligation: $65,834.38

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	65,834.38
		Total	65,834.38
		Estimate	65,834.38
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Sewer Main Line Replacement (Tahquitz)
CIP #CP-003B - ARPA Subcategory 6.1
Obligation: $500,000

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	500,000.00
		Total	500,000.00
		Estimate	500,000.00
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Parkside Village Stormwater Basin - Design/Engineering/Construction
CIP #22-003 - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Sanderson Stormwater Culverts - Design/Engineering/Construction
CIP #22-012 - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate at 06/30/2022	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Mobile Bypass Pump
Project "ARPA-B" - ARPA Subcategory 6.1
Obligation: $60,000

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	85,178.22
		City Contribution	(25,178.22)
		Total	60,000.00
		Estimate	60,000.00
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Civic Center/Main Street Broadband - Design/Engineering
CIP #22-013 - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Community Development Software Upgrade
Project "ARPA-C" - ARPA Subcategory 6.1
Obligation: $273,080.62

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	
		Prior expenditures	273,080.62
		Total	273,080.62
		Estimate	273,080.62
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

City Hall Queue Management System
Project "ARPA-D" - ARPA Subcategory 6.1
Obligation: $8,436.59

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	8,436.59
		Total	8,436.59
		Estimate	8,436.59
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Soofa Sign
CIP #18-007 - ARPA Subcategory 6.1
Obligation: $18,000.00

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	18,000.00
		Total	18,000.00
		Estimate	18,000.00
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

City Hall Front Lobby/Office Remodel
CIP #22-014 - ARPA Subcategory 6.1
Obligation: $80,000

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	81,804.04
		City Contribution	(1,804.04)
		Total	80,000.00
		Estimate	80,000.00
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Community Center Remodel
CIP #22-015 - ARPA Subcategory 6.1
Obligation
: $73,903.67

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	73,903.67
		Total	73,903.67
		Estimate at 12/31/22	-
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Fitness Court at Mistletoe Park
CIP #22-009 - ARPA Subcategory 6.1
Obligation: $186,000

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	205,637.33
		City Contribution	(19,637.33)
		Total	186,000.00
		Estimate	186,000.00
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Splashpad at Sallee Park
CIP #22-016 - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Small Business Grants
CIP #22-017 - ARPA Subcategory 6.1
Obligation: $52,500

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	52,500.00
		Total	52,500.00
		Estimate	52,500.00
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Early Childhood Development Grants
CIP #22-018 - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

City Net Year 2 Costs with "Rapid Rehousing"
Project "ARPA-G" - ARPA Subcategory 6.1
Obligation: $425,295.62

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	
		Prior expenditures	425,295.62
		Total	425,295.62
		Estimate	425,295.62
		Remaining	-

Complete

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Local Business Development Incentives
CIP #22-019 - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Community Foundation
Project "ARPA-F" - ARPA Subcategory 6.1
Obligation: $0

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	-
		Prior expenditures	-
		Total	-
		Estimate	-
		Remaining	-

Canceled

CITY OF SAN JACINTO
ARPA REPORTING SCHEDULE
REPORTING PERIOD: 4/1/2026-6/30/2026

Artesia Main Line Emergency Replacement
CIP #23-002 - ARPA Subcategory 6.1
Obligation: $391,295.76

TRANS DATE	VENDOR	DESCRIPTION	AMOUNT
		Current expenditures	
		Prior expenditures	391,295.76
		Total	391,295.76
		Estimate	391,295.76
		Remaining	-

Complete

August 4, 2026

TO:	City Council
REQUESTED BY:	Kimberly Ganimian, Finance Director
APPROVED BY:	Travis Randel, Interim City Manager
SUBJECT:	Resolution Adopting a Schedule of Water Rate Adjustments Effective January 1, 2027 through and including January 1, 2031

RECOMMENDATION:

Staff recommends that the City Council:

1. **ADOPT Resolution No. 4144** Adopting Findings and Determinations Regarding Exhaustion of Administrative Remedies and to Proceed with Public Hearing;
2. **CONDUCT** a Public Hearing; and
3. **ADOPT Resolution No. 4145** Adopting a Schedule of Water Rate Adjustments Effective January 1, 2027 through and including January 1, 2031 and Making CEQA Findings.

BACKGROUND:

The City operates and maintains a water utility system that provides water service to residential, commercial, industrial, institutional, and other customers throughout the City's water service area. The City owns and operates a water distribution system serving a portion of the City of San Jacinto within approximately four square miles in the southwesterly portion of Riverside County. The City's service area is located near the base of the San Jacinto Mountains. The San Jacinto Basin covers approximately 60 square miles and serves as a natural groundwater storage reservoir and filtration system supplying water to the region. The basin is recharged through rainfall, surface runoff from surrounding mountains and hills, return flows, and groundwater replenishment activities utilizing imported water supplies.

The City's water distribution system supports both domestic water demands and emergency fire flow protection and must be maintained to ensure adequate system reliability, operational flexibility, water quality, and water pressure throughout varying demand conditions. The City currently provides water service to approximately 4,666 customers within its service area and is projected to continue growing over the long-term planning horizon. Water rates are the primary source of revenue used to fund the operation, maintenance, repair, rehabilitation, replacement, and improvement of the City's water utility infrastructure and facilities. Water rate revenues support routine system operations, emergency repairs, water quality monitoring and testing, regulatory compliance activities, administration, reserve funding, and capital improvement projects necessary to maintain reliable water service for current and future customers.

The City has caused to be prepared a comprehensive water rate study to evaluate the current and projected financial condition of the water utility, assess the costs necessary to provide reliable water service, and determine the funding needed to support operations, maintenance, capital improvements, and other utility obligations over the next five years. The study recommends a financial plan designed to ensure the utility can meet its projected financial obligations, maintain safe and efficient operations, and preserve adequate reserves for cash flow management, emergencies, and unforeseen system needs. Periodically updating water rates to reflect the actual cost of providing reliable, high-quality water service is essential to maintaining the long-term financial stability and sustainability of the utility. The water rates were designed so that revenues from proposed rates do not exceed the amount required to provide the service, nor will rate revenue be used for purposes other than those for which they are imposed.

DISCUSSION:

The City has evaluated the financial needs of the water utility based on the results of the water rate study and financial planning process. The purpose of the study is to evaluate the current and projected costs of providing water service and determine the level of revenue necessary to support ongoing operations, infrastructure maintenance, capital improvements, regulatory compliance, and financial stability over the planning period.

The revenue sufficiency analysis in this study uses the City's adopted FY 2025/26 Budget as a primary data source to determine the gross revenue requirements for water services over the planning period. The budget was evaluated on a line-item basis to identify operating and maintenance (O&M) expenses, non-operating costs, and recurring versus one-time expenditures. Only recurring costs were carried forward through the Projection Period, with appropriate escalation factors applied based on historical trends and discussion with City staff.

O&M costs include the day-to-day labor, materials, chemicals, electricity, supplies, and services needed to operate the utility systems at expected service levels. Non-operating expenses include capital outlay and other transfers. Revenues from non-rate sources, such as interest earnings and miscellaneous service charges, were incorporated into the analysis to reduce the amount that must be recovered through user rates, resulting in the net revenue requirement.

The City also provided its Capital Improvement Plan (CIP), identifying required capital projects throughout the planning period. These projects address system reliability, regulatory compliance, rehabilitation of aging infrastructure, and future capacity needs. Project costs and schedules were integrated into the revenue requirement analysis along with O&M and non-operating expenditures.

The City has experienced increases in costs associated with operating and maintaining the water utility system. In addition, the water system infrastructure require ongoing rehabilitation, replacement, and reinvestment to maintain reliable service and reduce the risk of service interruptions or system failures.

The proposed rate adjustments are intended to provide sufficient revenues to support the continued operation and maintenance of the water utility system, fund necessary capital improvements, fund debt service obligations, maintain prudent reserve levels, and ensure the financial stability of the utility. The proposed rates are based on a cost-of-service methodology intended to allocate costs proportionally among customer classes based on the demand and usage characteristics associated with providing service.

The amount of the proposed rates imposed on any parcel or person as an incident of property ownership will not exceed the proportional cost of the service attributable to that parcel, and no charge will be imposed for service unless the service is actually used by, or immediately available to, the property owner or customer.

ENVIRONMENTAL IMPACT:

In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the City Council has determined that the increases in the Service Charges are exempt from CEQA pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code section 21080(b)(8) because: (i) the increased charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services; and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

FISCAL IMPACT:

The anticipated increases in water rates will provide required funding for the ongoing operations and maintenance of the utility systems, maintain appropriate reserve levels, support continued reinvestment in aging infrastructure, and provide funding for planned capital improvement projects. Without the proposed water rate increases the general fund will be required to provide funding for the water utilities.

Attachments

Final Rate Study Report

Prop 218 Water Rate Notice_Final

Resolution_No_4144_-_Adopting_Findings_re_AB_2257_and_Water_Services_Rates_2026.pdf

Resolution_4145_-_Adopting_Increases_to_Water_Services_Rates_2026.pdf

City of San Jacinto, CA

Water and Sewer Rate Study





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Section 1 – Executive Summary

1.1 Introduction

Willdan Financial Services (Willdan) is pleased to present this Water and Sewer Rate Study Report (Report) to the City of San Jacinto (City). This Report summarizes the analyses, findings, conclusions, and recommendations developed as part of a comprehensive review of the City's water and sewer utility rates.

The study was undertaken to evaluate the financial condition of the utilities, assess the adequacy of existing revenues to meet projected operating, debt and capital needs, and develop equitable, cost-based rates that support the long-term financial sustainability of the water and sewer utilities. The Report presents the revenue sufficiency, cost-of-service, rate design, and financial planning analyses used to develop the proposed rates and charges.

1.1.1 Water System Background

The City of San Jacinto owns, operates, and maintains a water system that provides water service to residential, commercial, industrial, institutional, and other customers within approximately four square miles of southwestern Riverside County. The City's service area is located near the base of the San Jacinto Mountains and is generally bounded by the City of Beaumont to the north, the City of Hemet to the south, and the City of Moreno Valley to the west. Water supplies are obtained primarily from local groundwater resources within the San Jacinto Groundwater Basin, which covers approximately 60 square miles and serves as the City's principal source of supply.

The San Jacinto Groundwater Basin serves as a natural groundwater storage reservoir and filtration system for the region. The basin is recharged through rainfall, surface runoff from the surrounding mountains and foothills, return flows, and groundwater replenishment activities utilizing imported water supplies. These groundwater resources provide a reliable local source of water and play a critical role in meeting the existing and future water demands of the City's customers.

Because the City relies primarily on groundwater supplies, the long-term sustainability of the San Jacinto Groundwater Basin is essential to maintaining a reliable water supply. The City participates in the Hemet-San Jacinto Groundwater Management Area and supports groundwater basin management activities administered by the Hemet-San Jacinto Watermaster. As part of the groundwater management program, supplemental imported water is purchased and recharged into the basin to help mitigate historical overdraft conditions, protect groundwater resources, and ensure the long-term reliability of water supplies for customers throughout the region.

The City's water system includes groundwater production facilities, storage reservoirs, transmission facilities, and a distribution network that delivers water to customers throughout the service area. The City operates four groundwater wells, maintains water storage facilities and distribution infrastructure, and may supplement local groundwater supplies with imported water from Eastern Municipal Water District (EMWD) during emergency conditions or other periods when additional supplies are needed. The City is responsible for operating, maintaining, repairing, and replacing these facilities to provide reliable water service, maintaining adequate fire protection, protecting public health, and complying with applicable state and federal drinking water quality regulations.

1.1.2 Sewer System Background

The City of San Jacinto provides sewer collection service to residential, commercial, industrial, institutional, and other customers throughout most of its municipal boundaries and currently serves approximately 4,300 customer connections. The City's sewer utility owns, operates, and maintains an extensive wastewater collection system consisting of approximately 117 miles of sewer mains, more than 2,500 manholes, three lift stations, and related facilities that collect and convey wastewater generated within the service area.

The City is responsible for the operations, maintenance, repair, rehabilitation, and replacement of its sewer collection infrastructure to ensure the reliable conveyance of wastewater, protect public health and the environment, and support continued service to existing and future customers. The City implements ongoing maintenance, rehabilitation, and capital improvement programs to preserve the integrity of its sewer collection infrastructure, maintain regulatory compliance, and support reliable service to its customers.

The City does not own or operate any wastewater treatment facilities. Wastewater collected within the City's service area is conveyed through interconnections with facilities owned and operated by Eastern Municipal Water District (EMWD). Pursuant to an agreement between the agencies, EMWD provides regional wastewater conveyance, treatment and disposal services, and wastewater generated within the City is ultimately treated at the San Jacinto Valley Regional Water Reclamation Facility.

1.1.3 Rate Study Background

The City is committed to maintaining reliable water and sewer utility services and ensuring that sufficient financial resources are available to support ongoing operations and maintenance, capital improvements, regulatory compliance, reserve funding, debt service obligations, and the continued maintenance, rehabilitation, and replacement of utility infrastructure. To support these objectives, the City periodically evaluates the financial condition of its utility systems and updates its rates to ensure sufficient revenues are available to meet current and future service needs.

As part of this effort, the City retained Willdan to conduct a comprehensive water and sewer rate study. The study evaluated the current financial condition of the utilities, developed a 5-year financial plan, analyzed projected revenues and expenditures, and assessed the adequacy of the existing rate structures. Based on the results of the analysis, recommendations were developed to ensure that the utilities remain financially sustainable while continuing to provide safe and reliable service to customers.

The primary objectives of the rate study include:

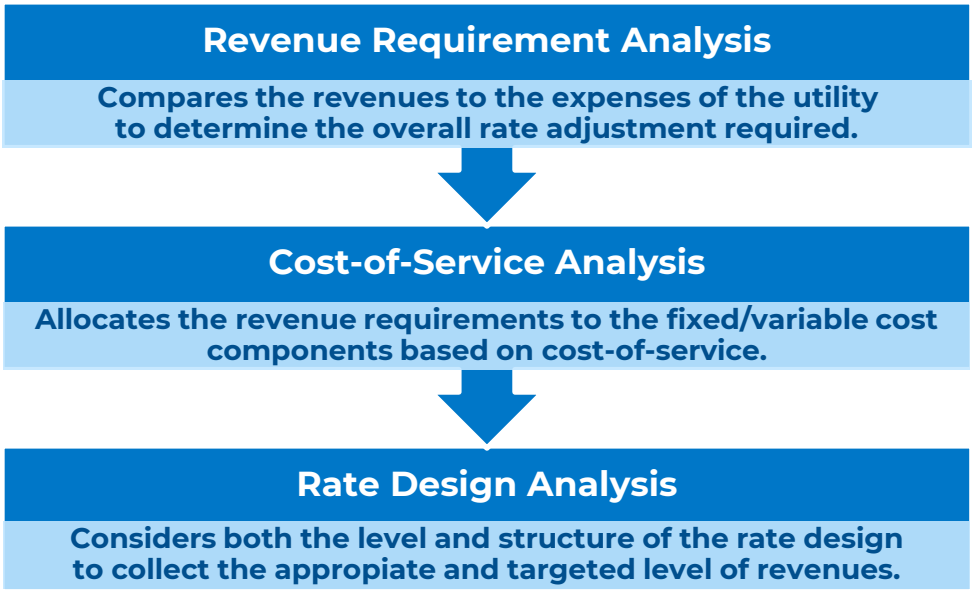
- Full recovery of costs associated with utility operations (i.e., operating and maintenance costs, capital projects, debt repayment and coverage requirements, and other expenditures);
- Development of cost-based rates that reasonably reflect the cost of providing service to customers;
- Consistency with generally accepted utility ratemaking principles and industry guidelines set forth by the American Water Works Association (AWWA) and the Water Environment Federation (WEF);

- Equity among customer classes through the allocation of costs in proportion to the demands placed on the utility systems;
- Compliance with the substantive and procedural requirements of Proposition 218;
- Maximizing administrative efficiency (i.e., easy to understand and implement); and
- Development of a 5-year financial plan to support the long-term sustainability of the water and sewer utilities.

1.2 Overview of the Rate Study Process

This study includes the development and presentation of a proforma water and sewer financial plan for a 5-year planning period, as well as the development of cost-based rates through cost-of-service and rate design analyses. Utility rates must be set at a level such that operating, maintenance, debt, and capital expenses are funded with the revenues received from customers. In addition, the revenues generated from utility rates must only be used for this purpose and for each system separately. This is a significant point, as failure to achieve the revenues needed can lead to unacceptable service levels, inadequately maintained facilities, degradation of system components and potential failures. Therefore, a rate study typically consists of the following three interrelated analyses:

1. **Financial Planning/Revenue Requirement Analysis**: Creates a 5-year financial plan and identifies the required revenue amounts to support an orderly, efficient program of funding for on-going maintenance and operating costs, capital improvement and routine system component replacement activities, debt financing, and retirement of outstanding debt. In addition, the plan should fund and maintain appropriate cash reserve balances based on industry standards, as well as the City's fiscal policies and specific needs.
2. **Cost-of-Service Analysis:** Identifies and apportions annual revenue requirements (i.e., expenditures) to operational and functional cost components based on the relative demand placed on the utility systems by various groups or classes of customers. The purpose of this analysis is to develop customer rates that generate revenues proportionate to their share of each utility's costs. This objective is consistent with industry standards as well as the requirements of Proposition 218 (Prop 218).
3. **Rate Design:** Develops an equitable and proportionate schedule of rates for the City's customer base consistent with the cost-of-service analysis. The policy objectives are coordinated with Prop 218 requirements and cost-of-service objectives to achieve a balance between customer equity and financial stability goals. The balance of fixed and variable charges considers the need for a stable revenue source (the fixed charge) and accounts for customers placing higher costs on the system (through higher water and sewer use) by incurring a higher bill reflective of their impact on the system (the variable component).



This rate study utilizes generally accepted ratemaking principles and standards established by industry experts, such as the AWWA in its "M1 - Principles of Water Rates Fees and Charges" manual and WEF in its "Financing and Charges for Sewer Systems, Manual of Practice No. 27." The principles established by these entities are used as guidelines in the development of the proposed water and sewer rates and are relied upon only insofar as they are consistent with Prop 218. The following **Subsection 1.3** of this Report presents a discussion of some of the key principles of ratemaking.

1.3 Summary of Proposed Rates

The rate study methodology applied in the development of updated water and sewer rates, outlined in this Report, consisted of reviewing the historical operating results of the water and sewer utility systems, analyzing budgets and other financial data and policy objectives to identify the net revenue requirements to be recovered from user rate revenues, performing general cost-of-service allocations based on the rate components and functional cost categories, and revising the rates based on the applicable costs and expenditures to be recovered from user rates. In addition, an analysis of the City's customers and usage characteristics was performed to identify the rate determinants since they drive the recommended rates, which are the primary source for generating revenues. The allocated revenue requirements were utilized in conjunction with the rate determinants and rate structure to develop the proposed water and sewer rates.

The findings and conclusions of the rate analysis, as well as the resulting rate recommendations, were utilized to develop a projection of future operating results for a 5-year planning period from Fiscal Year (FY) 2026 (beginning July 1, 2025) through FY 2030 (ending June 30, 2030), herein referred to as the "Projection Period." The purpose for developing the 5-year projections is to demonstrate the financial capability of the water and sewer revenues to support system operations and maintenance, and fund planned capital improvements. The analyses, findings, and accompanying recommendations are presented in the subsequent sections of the Report.

The water and sewer rate analyses described in the Report are performed based on the general guidelines of the defined objectives, as well as common industry standards and best practices for

setting utility rates. In addition to focusing on these major objectives in designing the structure of rates for various customer categories, the rate analyses performed herein are based on the cost-of-service and rate design methodologies described in this Report. The recommended revenue levels and rates are developed to recover the projected revenue requirements of the water and sewer utility systems in a manner that is proportionate to the cost of providing service.

The proposed water and sewer rates for the Test Year are provided in **Tables 1** and **2**. The rates are based on an assumed implementation date of January 1, 2026 (or such later date as may be determined by the City), with FY 2025/26 (FY 2026) designated as the Test Year for purposes of this analysis. The Test Year of the rate study represents the foundational, or baseline, year upon which the revenue requirements, cost-of-service analysis, and initial rate design are based. It is intended to reflect the most representative and stabilized projection of utility operations, incorporating current conditions as well as known and measurable changes expected to occur within the first year of the rate implementation period. Any projected changes or escalations in costs included in the projection period are determined relative to the Test Year.

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Table 1 – Proposed Monthly Water Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge:	
All Customers	
5/8 Inch	$ 51.84
3/4 Inch	$ 51.84
1.0 Inch	$ 86.19
1.5 Inch	$ 172.06
2.0 Inch	$ 275.11
3.0 Inch	$ 515.56
4.0 Inch	$ 859.05
6.0 Inch	$ 1,717.79
8.0 Inch	$ 2,748.28
Fire Service	
5/8 Inch	$ 2.98
3/4 Inch	$ 2.98
1.0 Inch	$ 4.76
1.5 Inch	$ 9.21
2.0 Inch	$ 14.54
3.0 Inch	$ 26.98
4.0 Inch	$ 44.76
6.0 Inch	$ 89.20
8.0 Inch	$ 142.54
10.0 Inch	$ 204.76
12.0 Inch	$ 382.53
Construction Meter	
Construction Meter	$ 515.56
Volumetric Rates Per 100 Cubic Feet:	
Residential	
Tier 1 (0-11 Units)	$ 3.70
Tier 2 (11+ Units)	$ 4.49
All Non-Residential Customers	
All Flow	$ 4.26
Water Adjudication Fee	
All Flow	$ 1.10

Table 2 – Proposed Monthly Sewer Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge: [1]	
All Customers (Per EDU)	$ 10.48
Volumetric Rates Per 100 Cubic Feet: [2]	
See Footnote	$ 0.95
EMWD Related Charges: [3]	
Sewer (per EDU)	$ 10.48
Sewer (per Sewage Unit)	$ 40.31

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

Section 2 – Revenue Sufficiency Analysis

2.1 Financial Planning Principles

While the individual rates for the utility systems vary based on a variety of factors, rates should be consistent with common ratemaking principles within the utility industry. The guiding principle is that rates designed for any utility should provide a reasonable balance between several key factors. In general, the utility rates should:

- Generate a stable revenue stream that, when combined with other sources of funds, is sufficient to meet the expenditure requirements and goals of the system;
- Be based upon the proportionate cost of providing the service and not exceed the cost of providing the service in compliance with Proposition 218;
- Be equitable; that is, they should generate revenue from each customer class in a manner which is reasonably in proportion to the cost of providing the service to that customer class;
- Be easy to understand by customers; and
- Be easy to administer by the utility.

Striking the appropriate balance between the principles of ratemaking is essential. It requires a detailed process to evaluate revenue requirements and cost-of-service that must then be translated into rate design alternatives which meet legal requirements and the specific objectives of the utility under the circumstances in which it operates.

2.2 Existing Rates

The City has established user rates for water and sewer services that are applied to customers of the system. The rates charged for water and sewer services are approved by the City Council and are not subject to administrative review or approval by any other local or state agency. The City has historically adjusted rates, as necessary, to provide for recovery of financial obligations including operating expenses, debt service, capital expenditures, and any other expenses and transfers.

The existing water rates consist of 1) a monthly fixed charge that designates the minimum amount a customer will pay regardless of their water usage, and 2) volumetric charges based on the amount of water consumed. The monthly fixed charge varies based on the meter size for all customer classes. Residential customers are charged based on a two-tier volumetric rate structure in which the rate per 100 cubic feet (CCF) increases once usage exceeds 11 CCF. The tiered rate structure is based on a cost-of-service analysis that demonstrates the increased costs associated with providing water at increased quantities and structuring operations and facilities to serve peak demand. All other customer classes are charged a uniform volumetric rate such that the rate per CCF remains the same for each respective customer type regardless of the amount of water usage. The existing rates for water service are provided in **Table 3**.

Table 3 – Existing Monthly Water Rates

Description	Existing Rates
Monthly Fixed Charge:	
All Customers	
5/8 Inch	$ 24.89
3/4 Inch	$ 24.89
1.0 Inch	$ 34.82
1.5 Inch	$ 59.68
2.0 Inch	$ 89.51
3.0 Inch	$ 183.96
4.0 Inch	$ 323.13
6.0 Inch	$ 656.17
8.0 Inch	$ 1,202.94
Fire Service	
5/8 Inch	$ 24.89
3/4 Inch	$ 24.89
1.0 Inch	N/A
1.5 Inch	N/A
2.0 Inch	N/A
3.0 Inch	N/A
4.0 Inch	$ 41.18
6.0 Inch	$ 119.60
8.0 Inch	$ 254.80
10.0 Inch	$ 458.23
12.0 Inch	$ 740.17
Construction Meter	
Construction Meter	$ 183.96
Volumetric Rates Per 100 Cubic Feet:	
Residential	
Tier 1 (0-11 Units)	$ 3.15
Tier 2 (11+ Units)	$ 3.90
All Non-Residential Customers	
All Flow	$ 3.73
Water Adjudication Fee	
All Flow	$ 1.77

The existing sewer collection rates consist of a monthly fixed charge per Equivalent Dwelling unit (EDU) for most sewer service customers, except as further described below. All residential and most non-residential customers are charged the monthly fixed charge. Certain non-residential customers are assessed only a volumetric wastewater charge based on metered water consumption. These customers include commercial/industrial, all restaurant, certain churches, and certain school accounts where wastewater flows are more directly related to water usage. Since the City only provides sewer collection services, the City's sewer rates only reflect the costs of providing sewer collection services. Wastewater treatment services are provided by Eastern Municipal Water District (EMWD). Accordingly, City customers also pay wastewater treatment

charges established by EMWD in addition to the City's applicable wastewater collection rates. The City's sewer rates recover only the costs associated with collection services, while EMWD's rates recover the costs associated with wastewater conveyance, treatment, and disposal services. The existing rates for sewer service are provided in **Table 4**.

Table 4 – Existing Monthly Sewer Rates

Description	Existing Rates
Monthly Fixed Charge: [1]	
All Customers (Per EDU)	$ 8.22
Volumetric Rates Per 100 Cubic Feet: [2]	
See Footnote	$ 0.75
EMWD Related Charges: [3]	
Sewer (per EDU)	$ 8.22
Sewer (per Sewage Unit)	$ 40.31

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

2.3 Revenue Sufficiency Process

In evaluating whether the existing rates will generate sufficient revenue to meet the expenditure requirements of the water and sewer systems, the annual expenditures required for each utility (herein referred to as the "Revenue Requirements") must be developed. The revenue sufficiency analysis compares the forecasted revenues for each utility system under existing rates to the projected revenue requirements.

2.3.1 Budget

The revenue sufficiency analysis performed as part of this study and summarized in this Report utilizes the City's Adopted Budget for FY 2025/26 (the "Budget" for FY ending June 30, 2026) as one source of data and information to determine the gross revenue requirements to be recovered from user rates over the Projection Period.

The budget, as prepared by the City, was provided to Willdan on a line-item basis, and is used for projecting the budgeted financial needs for the Test Year and the remainder of the Projection Period. In developing the rate analysis, certain adjustments are made such that the expenditures are categorized into either operating and maintenance (O&M) expenses or non-operating expenses. In addition, only recurring costs included in the current budget were included as part of the revenue sufficiency analysis for the entirety of the Projection Period. One-time costs were identified and evaluated in discussions with City Staff and removed from future projections if appropriate. Recurring annual costs were escalated using suitable cost indexes or escalation factors, again in discussion with City Staff and based on analysis of historical expense trends experienced by the City.

The O&M expenses are primarily those ongoing costs for labor, materials, chemicals, electricity, supplies, services, etc., required to manage and operate the utility systems on a day-to-day basis while maintaining a dependable level of service. The O&M requirements are generally a function of a budgetary process and are directly related to the level of service provided to customers of the utility systems. The non-operating expenses include such items as capital outlay and any other expenses and transfers.

The budget also identifies estimated revenues derived from sources other than water and sewer user rates. These other revenue sources may include interest earnings on investments and various other miscellaneous service charges. The revenues generated from the other sources are applied to the gross revenue requirements to reduce the amount of revenue required from user rates. The result is the net revenue requirement.

2.3.2 Capital Improvement Plan

The City provided a Capital Improvement Plan (CIP) identifying the capital projects to be undertaken during the Projection Period. These projects are necessary to maintain uninterrupted service to customers, rehabilitate and replace aging infrastructure, accommodate future system needs, and ensure continued compliance with applicable regulatory requirements. The CIP includes investments in system improvements, facility upgrades, and the replacement of infrastructure components as they reach the end of their useful lives.

The City also provided cost estimates and anticipated implementation schedules for the identified capital projects. The CIP also includes projects necessary to maintain compliance with State mandated standards for water quality. These projected capital expenditures, together with operating and maintenance expenses (O&M) and other non-operating expenditures, were incorporated into the development of the gross revenue requirements for the water and sewer systems. The capital projects included in the CIP (represented in $1,000s), along with the assumed funding sources by fiscal year for the Projection Period, are provided in **Tables 5** and **6**.

Table 5 – Water Anticipated Capital Spending ($1,000s)

Description	Funding Source	Projected For Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Water System						
EMWD Emergency Inter-Tie	Cash	$ 550	$ -	$ -	$ -	$ -
Reservoir Rehabilitation x 3	Cash	200	315	386	463	547
New Potable Water Production Well	Cash	300	630	992	1,158	1,337
Storage and Booster Pump Site	Cash	250	525	827	868	912
6th St Water Main	Cash	400	840	1,103	1,736	-
5th St. Water Main	Cash	300	630	992	1,389	1,580
Main St Water Main	Cash	-	1,313	1,378	1,447	1,519
Total Water System Improvements		**$ 2,000**	**$ 4,253**	**$ 5,678**	**$ 7,062**	**$ 5,895**

Table 6 – Sewer Anticipated Capital Spending ($1,000s)

Description	Funding Source	Projected For Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Sewer System						
Jessica Way Sewer Main	Cash	$ 50	$ 105	$ 165	$ 260	$ 304
Main Line Repairs	Cash	150	184	221	260	-
Manhole Rehabilitation	Cash	50	105	165	174	182
Vacuum Truck	Cash	400	525	-	-	-
Camera Van	Cash	150	158	193	-	-
Generators for Lift Stations	Cash	262	-	-	-	-
Total Sewer System Improvements		**$ 1,062**	**$ 1,076**	**$ 744**	**$ 695**	**$ 486**

2.3.3 Debt Service

The City currently has two outstanding debt obligations associated with the water utility system, with final payments due in FY 2035/36 and FY 2044/45, respectively. The annual debt payments projected over the Projection Period are provided in **Table 7**. Based on discussions with City staff, no additional debt issuances are anticipated during the Projection Period. Accordingly, the analysis includes debt service payments associated with the City's existing debt obligations but does not include any future debt service associated with new debt issuances or debt coverage requirements.

Table 7 – Annual Debt Service Payments

Description	Projected For Fiscal Year Ending June 30				
	2026	2027	2028	2029	2030
Annual Debt Service					
2015 Installment Sale Agreement	$ 251,585	$ 264,660	$ 278,462	$ 293,031	$ 308,410
2025 Installment Purchase Agreement	678,128	677,715	678,429	677,561	678,109
Total Annual Debt Service	**$ 929,713**	**$942,375**	**$ 956,891**	**$970,592**	**$ 986,519**

2.3.4 Gross and Net Revenue Requirement

The proposed water and sewer rates developed in the Report are designed for assumed implementation in FY 2025/26 (the Test Year as previously defined). The projected Test Year gross and net revenue requirements are estimated by utilizing the budget, capital project cost estimates and assumed funding sources for capital projects as provided by the City, along with anticipated transfers to reserves for funding capital projects.

Transfers from operating reserves to capital reserves are used to fund the $3 million CIP in FY 2025/26. This approach reflects a pay-as-you-go funding strategy, where accumulated operating reserves are reallocated to support capital investment, once the target balance in the operating reserve is met, reducing reliance on external debt and ensuring that adequate funding is available for infrastructure improvements. The Test Year revenue requirements that are used for developing the user rates proposed herein are detailed in **Appendix A** at the end of this Report and summarized in **Table 8**.

Table 8 – Test Year Revenue Requirements – FY 2026

Description	Water	Sewer	Total
Total O&M	$ 7,546,416	$ 1,711,302	$ 9,257,718
Debt Service	929,713	-	929,713
Other Expenditures & Transfers	1,208,055	626,968	1,835,023
Gross Revenue Requirement	**$ 9,684,184**	**$ 2,338,270**	**$12,022,454**
Less Other Revenues	(230,000)	(1,580,967)	(1,810,967)
Net Revenue Requirement	**$ 9,454,184**	**$ 757,303**	**$ 10,211,487**

The revenue requirements developed for the Test Year serve as the foundation and baseline for the analysis and results shown for the Projection Period, with future year requirements projected based on anticipated changes in operating costs, capital funding needs, debt service obligations, and reserve targets. The revenue requirements for years beyond the Test Year are met through annual rate adjustments, as needed, throughout the Projection Period. The projected revenue requirements for the water and sewer utilities over the entire Projection Period are provided in **Tables 9** and **10.**

Table 9 – Water Revenue Requirements for the Projection Period

Description	Projected for Fiscal Year Ending June 30				
	2026	2027	2028	2029	2030
Total O&M	$ 7,546,416	$ 7,425,877	$ 7,840,728	$ 8,285,541	$ 8,762,876
Existing Debt Service	929,713	942,375	956,891	970,592	986,519
Other Expenditures & Transfers	1,208,055	3,446,369	6,173,218	7,137,360	7,286,693
Gross Revenue Requirement	**$ 9,684,184**	**$ 11,814,621**	**$14,970,837**	**$ 16,393,493**	**$17,036,088**
Less Other Revenues	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)
Net Revenue Requirement	**$ 9,454,184**	**$ 11,584,621**	**$14,740,837**	**$ 16,163,493**	**$16,806,088**

Table 10 – Sewer Revenue Requirements for the Projection Period

Description	Projected for Fiscal Year Ending June 30				
	2026	2027	2028	2029	2030
Total O&M	$ 1,711,302	$ 1,779,913	$ 1,851,557	$ 1,926,384	$ 2,004,555
Other Expenditures & Transfers	626,968	429,428	671,184	798,025	764,030
Gross Revenue Requirement	**$ 2,338,270**	**$ 2,209,341**	**$ 2,522,741**	**$ 2,724,409**	**$ 2,768,585**
Less Other Revenues	(1,580,967)	(1,319,560)	(1,321,671)	(1,323,935)	(1,326,199)
Net Revenue Requirement	**$ 757,303**	**$ 889,781**	**$ 1,201,070**	**$ 1,400,474**	**$ 1,442,386**

2.4 Customers & Billable Flows

The rate study is described herein is heavily reliant upon a detailed analysis of system customers and their usage and demand characteristics. An analysis of the City's historical customer and

billing data for the existing utility customer base and metered/billable flows provide the determinants utilized in the cost-of-service analysis, and ultimately in calculating the monthly user rates and charges, which become the foundation for projecting future revenues generated by the water and sewer systems.

It is important to note that the customer and flow analysis focuses primarily on the customer classifications that will be subject to and impacted by the user rates and charges to be developed in the Report. This consists of the general service (retail) customers who currently pay for utility services pursuant to the existing user rates and charges as previously detailed. For the purposes of the rate study, it is these customers that will generate revenues based upon the proposed user rates and charges.

2.4.1 Customer Billing Analysis

For the rate study, detailed billing information was provided by City staff for each customer. This data offered a breakdown of water and sewer customers by class, usage characteristics, and billed charges. An analysis of the billing data was conducted to obtain an understanding of the existing customers, customer classes, and demand and usage characteristics for each customer class. In accordance with the data, and based on discussions with City staff, the utility systems provide service to various retail customer classes consisting of residential and non-residential, which includes commercial, institutional and industrial customers.

Each of these customer classes embodies certain common characteristics in their utility use and service demand profiles that provide the basis for establishing an equitable allocation of system costs. The billing data was utilized to identify the number of customer accounts and units within each class, the applicable equivalent dwelling units (EDUs), and the metered/billable usage profiles.

2.5 Financial Projections Under Existing Rates

The projected customers and accompanying billable flows were applied to the existing rates to develop a projection of user revenues that would be generated under existing rates. The revenues are then compared to the projected revenue requirements and expenditures to determine if revenue adjustments would be needed to meet the calculated revenue requirements shown in **Tables 9** and **10**.

Based on this comparison, it is projected that under the existing rates, the water and sewer systems would meet their collective projected operating and maintenance (O&M) costs, debt service payments and coverage requirements (water enterprise only), and costs of capital projects in Year 1 of the Projection period. However, the City would not be able to meet its financial obligations in the remaining years of the Projection Period. Therefore, revenue adjustments are recommended to generate additional cash to fund projected costs of operations, debt service, capital projects, and to maintain adequate cash reserves.

Although the City has not formally adopted reserve policies for its water and sewer utilities, the financial plan developed as part of this study includes reserve funding targets intended to support the financial stability of the utilities. For planning purposes, the analysis assumes operating reserves equivalent to at least 120 days of operating expenditures to provide sufficient working capital, address temporary revenue fluctuations, maintain cash flow stability, and fund unanticipated operational needs. The financial plan also includes capital reserve funding to support the repair, rehabilitation, and replacement of utility infrastructure and to help fund future

capital improvement needs. The cash-flow statements outlining the projected operating results under existing rates are summarized in **Tables 11** and **12** for the water and sewer systems, respectively. The proposed rates and projected financial results are addressed in the subsequent sections of this Report.

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Table 11 – Water System Projected Operating Results Under Existing Rates ($1,000s)

Description	Existing Rates	Projected for Fiscal Year Ending June 30			
		2027	2028	2029	2030
Revenues:					
Water Sales	$ 7,563	$ 7,567	$ 7,567	$ 7,567	$ 7,567
Other Revenues	230	230	230	230	230
Total Revenues	**$ 7,793**	**$ 7,797**	**$ 7,797**	**$ 7,797**	**$ 7,797**
Less O&M Expenses	(7,546)	(7,426)	(7,841)	(8,286)	(8,763)
Income Available for Debt Service	**$ 247**	**$ 371**	**$ (44)**	**$ (489)**	**$ (966)**
Debt Service:					
Existing	$ 930	$ 942	$ 957	$ 971	$ 987
Total Indebtedness	**$ 930**	**$ 942**	**$ 957**	**$ 971**	**$ 987**
Net Results	**$ (683)**	**$ (572)**	**$ (1,001)**	**$ (1,459)**	**$ (1,953)**
Reserve Fund Balance Activity:					
Operating Fund					
Beginning Balance	$ 3,448	$ 590	$ (2,962)	$ (9,641)	$ (18,162)
Deposit/(Withdrawal) from Operations	(683)	(572)	(1,001)	(1,459)	(1,953)
Transfer from/(to) Capital Reserve Fund	(234)	(2,931)	(5,628)	(7,012)	(5,845)
Transfer to Capital Fund	(50)	(50)	(50)	(50)	(50)
Total Operating Fund Balance	**$ 2,481**	**$ (2,962)**	**$ (9,641)**	**$ (18,162)**	**$ (26,010)**
Operating Days Cash on Hand	**120**	**(146)**	**(449)**	**(800)**	**(1,083)**
Capital Fund					
Beginning Balance	$ 1,097	$ 1,272	$ -	$ -	$ -
Transfer from/(to) Operating Fund	234	2,931	5,628	7,012	5,845
Water Capital Improvement Revenue	50	50	50	50	50
Cash Funded Capital Projects	(2,000)	(4,253)	(5,678)	(7,062)	(5,895)
Total Capital Fund Balance	**$ (619)**	**$ -**	**$ -**	**$ -**	**$ -**
Water Enterprise Reserves					
Beginning Fund Balance	$ 1,150	$ 1,150	$ 1,150	$ 1,150	$ 1,150
Revenues Toward Debt Service Payment	$ 930	$ 942	$ 957	$ 971	$ 987
Annual Debt Service Payment	(930)	(942)	(957)	(971)	(987)
Ending Fund Balance	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**
Total Fund Balance - Water	**$ 3,012**	**$ (1,812)**	**$ (8,491)**	**$ (17,012)**	**$ (24,860)**
Debt Coverage	**0.27**	**0.39**	**0.00**	**0.00**	**0.00**

Table 12 – Sewer System Projected Operating Results Under Existing Rates ($1,000s)

Description	Existing Rates	Projected for Fiscal Year Ending June 30			
		2027	2028	2029	2030
Revenues:					
Wastewater Sales	$ 594	$ 594	$ 594	$ 594	$ 594
Other Revenues	1,053	1,055	1,057	1,059	1,060
Total Revenues	**$ 1,647**	**$ 1,649**	**$ 1,651**	**$ 1,653**	**$ 1,654**
Less O&M Expenses	(1,711)	(1,780)	(1,852)	(1,926)	(2,005)
Income Available for Debt Service	**$ (64)**	**$ (131)**	**$ (201)**	**$ (274)**	**$ (350)**
Net Results	**$ (64)**	**$ (131)**	**$ (201)**	**$ (274)**	**$ (350)**
Reserve Fund Balance Activity:					
Operating Fund					
Beginning Balance	$ 1,933	$ 563	$ (244)	$ (1,189)	$ (2,158)
Deposit/(Withdrawal) from Operations	(64)	(131)	(201)	(274)	(350)
Transfer from/(to) Capital Reserve Fund	(1,276)	(646)	(714)	(665)	(456)
Transfer to Capital Fund	(30)	(30)	(30)	(30)	(30)
Total Operating Fund Balance	**$ 563**	**$ (244)**	**$ (1,189)**	**$ (2,158)**	**$ (2,994)**
Days Cash on Hand	**120**	**(50)**	**(234)**	**(409)**	**(545)**
Capital Fund					
Beginning Balance	$ 156	$ 400	$ -	$ -	$ -
Transfer from/(to) Operating Fund	1,276	646	714	665	456
Sewer Connection Fee Revenue	30	30	30	30	30
Cash Funded Capital Projects	(1,062)	(1,076)	(744)	(695)	(486)
Total Capital Fund Balance	**$ 400**	**$ -**	**$ -**	**$ -**	**$ -**
Total Fund Balance - Sewer	**$ 963**	**$ (244)**	**$ (1,189)**	**$ (2,158)**	**$ (2,994)**
Debt Coverage	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

Section 3 – Cost-of-Service (COS) Analysis

3.1 General

The costs incurred by a utility system are generally driven by specific service requirements imposed on the system by its customers. For water systems, the primary service requirements that drive costs include annual flow volumes, peak flow volumes (i.e., peak day and peak hour), the number of customers, and the types of customers served. For sewer systems, the primary service requirements that drive costs typically include annual sewer volumes, sewer treatment strength, such as Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS), and the number and types of customers served. Treatment related costs are not considered in this analysis since wastewater from City customers is conveyed to EMWD for treatment.

There are several different options that can be used to perform a cost-of-service (COS) analysis, and the allocation methodology depends upon the operating profile of the utility, data availability, and the basis applied. The water COS analysis performed for this rate study utilizes a common industry approach known as the base-extra capacity method. The sewer COS analysis involves an examination of the types of customers served in accordance with the California State Water Resources Control Board (SWRCB) *Revenue Program Guidelines for Wastewater Agencies* and data provided by City staff.

3.2 Water Cost-of-Service

The COS analysis utilizes the revenue requirements for the Test Year as a cost basis. The Test Year revenue requirements are functionally unbundled, classified and allocated to customer classes to determine the cost of service by class. As stated in **Section 3.1**, the water COS analysis involves an examination of annual flow volumes, peak flow volumes (i.e., peak day and peak hour), and the number and type of customers served. More detail related to the water COS approach can be found in **Appendix B**.

3.2.1 Peaking Factors

System-wide peaking factors were developed based on City-specific operating and customer data as described below, to allocate costs between Base Delivery and Max Day demand components. These components reflect capital, operational and infrastructure needs necessary to meet increased levels of demand under peak conditions. Base Delivery represents the average daily water demand placed on the system and reflects the capacity required to meet normal day-to-day customer demands. Max Day demand represents the additional capacity required to meet peak water demand experienced during periods of maximum system use.

Based on information provided by City staff, the average daily water demand during the most recent full year was approximately 2.9 million gallons per day (MGD), while the maximum day demand was approximately 4.4 MGD. As a result, the system-wide Max Day peaking factor is 1.52, indicating that maximum day demands are approximately 52 percent greater than average daily demands. The system-wide peaking factors are summarized in **Table 13**.

The comparison of average daily and maximum day demands indicates that approximately 66 percent of system capacity is attributable to Base Delivery demands and 34 percent is attributable to Max Day demands. These allocation factors are used to distribute Base Delivery and Max Day costs within the cost-of-service analysis.

Table 13 – Peaking Factors System-Wide

Description	Demand (MGD)	Factor	Base	Max Day	Total
Avg Day	2.90	1.00	100.00%	0.00%	**100.00%**
Max Day	4.40	1.52	65.91%	34.09%	**100.00%**

Max Day peaking factors for each customer class were then developed using customer billing data. Since daily usage data by customer class was not available, the ratio of maximum monthly usage to average monthly usage was used as a proxy for estimating class-specific Max Day peaking factors. The resulting peaking factors by customer class are presented in **Table 14**.

Table 14 – Peaking Factors by Customer Class

Description	Max Day Peaking Factor
Residential	
Tier 1 (0-11 Units)	1.86
Tier 2 (11+ Units)	2.39
Non-Residential	
All Flow	2.24

Once peaking factors were established, the Max Day demand for each customer class was calculated. Total annual water usage for each customer class was converted to an average daily demand by dividing annual consumption by 365 days. The average daily demand was then multiplied by the applicable customer class peaking factor to determine the total Max Day demand for each customer class. The additional capacity required to meet Max Day demands was calculated as the difference between the maximum day demand and average daily demand. The resulting allocation of average daily demand, Max Day demand, and additional capacity requirements by customer class is presented in **Table 15**.

Table 15 – Usage and Extra Capacity

Description	Flow		Max Day		
	Total Annual Flow (CCF)	Average Daily Flow (CCF)	Peaking Factor	Total Capacity	Extra Capacity
Residential					
Tier 1 (0-11 Units)	378,803	1,038	1.86	1,935	897
Tier 2 (11+ Units)	166,119	455	2.39	1,090	635
Non-Residential					
All Flow	550,963	1,509	2.24	3,386	1,877
Total	**1,095,885**	**3,002**		**6,411**	**3,409**

Consistent with the City's existing rate structure, in addition to their base charges, residential customers continue to be assessed a two-tier volumetric rate, while non-residential customers

continue to be assessed a uniform volumetric rate. The differing rate structures reflect the distinct usage characteristics of the respective customer classes while recovering each class's allocated proportional cost of service. Residential customers are billed for their service under a two-tier volumetric rate structure due to the inherent discretionary characteristics of their water use, including outdoor irrigation, which can vary significantly among customers during periods of peak demand, based upon their individualized needs. The tier thresholds were established based on analysis of historical residential usage patterns and the calculation of specific peak demand factors in this study, to ensure proportionate recovery of the utility's revenue requirements during periods of peak demand. In contrast, non-residential customers are charged a uniform volumetric rate because water use for commercial, industrial, institutional, and similar customers is generally driven by, and widely varies, based on the operational needs of the business. Unlike residential customers, businesses and other non-residential customers' ability to conserve water through discretionary usage is minimal.

3.2.2 Functional Unbundling of Revenue Requirements

The water system costs are unbundled into major cost components associated with providing water service. For the purposes of this analysis, costs were categorized into the following functional components: Supply/Treatment, Transmission, Distribution, Customer, and Administration. These functions represent the primary services provided by the water utility system.

A brief description of each functional component is provided below:

- **Supply/Treatment** – Costs associated with water supply, groundwater production, treatment, and other activities necessary to produce potable water.
- **Transmission** – Costs associated with major pumping facilities, transmission mains, and other infrastructure used to convey water throughout the system.
- **Distribution** – Costs associated with distribution mains and related facilities that deliver water to individual customer service connections.
- **Customer** – Costs associated with customer service functions, including meter reading, billing, account administration, collections, and other customer-related services.
- **Administration** – General and administrative costs, including management, finance, insurance, and other utility support functions that are not directly attributable to a specific operational component.

The allocation of the functionally unbundled revenue requirements for the Test Year is summarized in **Table 16**.

Table 16 – Functionally Unbundled Cost Allocations

Description	Test Year 2026
Total O&M	$ 7,546,416
Existing Debt Service	929,713
Future Debt Service	-
Other Expenditures & Transfers	1,208,055
Gross Revenue Requirement	**$ 9,684,184**
Less Other Revenues	(230,000)
Net Revenue Requirement	**$ 9,454,184**
Functional Unbundled Revenue Requirement	
Transmission & Distribution	$ 1,275,630
Pumping	502,100
Customer Service	20,250
Administration	4,203,436
Source of Supply	345,000
Water Adjudication	1,200,000
Existing Bond DS	929,713
CIP	2,000,000
Non-Rate Revenue	(230,000)
Fund Balance [1]	(791,945)
Total	**$ 9,454,184**

Notes:
[1] Represents a transfer from reserves to provide funding for capital outlay and CIP costs.

3.2.3 Classification of Water System Costs

As previously addressed, the functionally unbundled water system revenue requirements are then classified using the base-extra capacity cost allocation method. Under this approach, costs are classified into the following categories:

- **Base Costs** – Capital and operating costs associated with providing service under average demand conditions. These costs include the routine operation and maintenance of the City's water system, including groundwater production, treatment facilities, storage reservoirs, pumping, and the distribution system required to meet normal day-to-day water demands. Base costs generally vary with the total volume of water used.
- **Maximum Day (Extra Capacity) Costs** – Capital and certain operating costs associated with providing sufficient system capacity to meet peak demand conditions. These costs reflect the additional infrastructure required to deliver water during periods of maximum demand, including larger transmission and distribution mains, storage reservoirs, pumping facilities, and other system components sized to accommodate peak water demands beyond average usage levels, as well as increased treatment and pumping costs during peak demand periods.

- **Meter and Services Costs** – Costs associated with customer meters, service connections, meter maintenance, testing, replacement, and other meter- and service-related activities necessary to provide water service.
- **Billing and Collection Costs** – Costs associated with customer service functions, including billing, collections, accounting, and recordkeeping, and other activities that are generally independent of the amount of water consumption and meter size, and are not subject to peak demand factors.
- **Fire Protection Costs** – Costs associated with providing fire flow capacity and maintaining facilities necessary to support fire protection requirements throughout the service area.
- **Water Adjudication Costs** – Costs associated with the City's participation in the Hemet-San Jacinto Groundwater Management Area, including Watermaster assessments, groundwater basin management activities, and the purchase of supplemental water supplies required to support groundwater replenishment and long-term basin sustainability. These costs are incurred to help maintain a reliable groundwater supply and are allocated based on total water usage.

Under the base-extra capacity methodology, costs are separated between those attributable to average demand requirements (base capacity) and those attributable to peak demand requirements (extra capacity). Components, such as Treatment, Transmission, and Distribution are allocated based on flows and applicable peaking factors. Meters and Services costs are allocated based on meter size, Billing and Collection costs are allocated on a per-account basis, Fire Protection costs are allocated to customer classes based on their share of fire protection demand, and Water Adjudication costs are allocated based on total water usage, reflecting the relationship between groundwater management activities and the quantity of water supplied to customers.

The cost allocation factors developed for the Test Year are based on the most recent customer and system data available at the time of the analysis (i.e., the most recent fiscal year). While the City's customer base is not expected to change materially during the Projection Period, future changes in customer usage patterns, weather conditions, economic activity, or other factors may affect the allocation of costs among customer classes. The system-wide cost classifications by service characteristics are summarized in **Table 17**.

Table 17 - Classification of Unbundled Revenue Requirements

Component	Base	Extra Capacity Max Day	Meters & Services	Billing & Collection	Fire Protection	Water Adjudication	Total
Transmission & Distribution	$ 570,884	$ 704,746	$ -	$ -	$ -	$ -	$ 1,275,630
Pumping	224,705	277,395	-	-	-	-	502,100
Customer Service	-	-	-	19,955	295	-	20,250
Administration	-	-	4,142,177	-	61,259	-	4,203,436
Source of Supply	345,000	-	-	-	-	-	345,000
Water Adjudication	-	-	-	-	-	1,200,000	1,200,000
Existing Bond DS	929,713	-	-	-	-	-	929,713
New Bond DS	-	-	-	-	-	-	-
CIP	895,062	1,104,938	-	-	-	-	2,000,000
Non-Rate Revenue & Fund Balance	(326,692)	(229,932)	(456,341)	(2,198)	(6,781)	-	(1,021,945)
Total	**$ 2,638,672**	**$ 1,857,147**	**$ 3,685,836**	**$ 17,756**	**$ 54,773**	**$ 1,200,000**	**$ 9,454,184**

3.2.4 Allocation to Customer Classes and Unit Cost Development

The functionalized and classified revenue requirements are allocated to customer classes using allocation factors designed to reflect the manner in which costs are incurred and the demands placed on the water system by each customer class. The allocation basis for each cost component is summarized below:

- **Base Costs** – Allocated based on each customer class's proportionate share of the base annual water usage.
- **Extra Capacity (Max Day) System Costs** – Allocated based on each customer class's proportionate share of maximum day demand requirements.
- **Meters and Services Costs** – Allocated based on the relative percentage of Equivalent Dwelling Units (EDUs) represented by each customer class. EDUs reflect the relative service capacity associated with different meter sizes and serve as a measure of the potential demand that customers may place on the water system.
- **Billing and Collection Costs** – Allocated based on each customer class's proportionate share of customer bills.
- **Fire Protection Costs** – Allocated based on each customer class's proportionate share of fire protection demand requirements.
- **Water Adjudication Costs** – Allocated based on each customer class's proportionate share of total water usage.

The units of service used to allocate costs among customer classes are summarized in **Table 18**. Depending on the cost component being allocated, the units of service include annual water usage measured in one hundred cubic feet (CCF), maximum day demand expressed in CCF per day, the number of accounts and EDUs, customer bills, and fire protection demand units.

Annual water usage is used to allocate Base and Water Adjudication costs, reflecting the relationship between these costs and the quantity of water supplied to customers. Extra Capacity (Max Day) costs are allocated based on maximum day demand requirements expressed in CCF per day. Meters and Services costs are allocated using EDUs, which reflect the relative service capacity associated with different meter sizes. Billing and Collection costs are allocated based on the number of customer bills, while Fire Protection costs are allocated based on fire protection demand units. The resulting units of service are presented in **Table 18**.

Table 18 – Units of Service

Description	EDUs	Accounts/ Units	Base (CCF)	Max Day (CCF/Day)
Residential	**4,037**	**3,922**	**544,922**	**1,532**
Tier 1 (0-11 Units)			378,803	897
Tier 2 (11+ Units)			166,119	635
Non-Residential	**1,924**	**676**	**550,963**	**1,877**
All Flow			550,963	1,877
Fire Service	**1,712**	**68**	**0**	**0**
All Flow			0	0
Total	**7,673**	**4,666**	**1,095,885**	**3,409**

The allocated revenue requirement for each cost component is then divided by the corresponding unit of service to calculate a unit cost. These costs represent the cost of providing each component of water service on a per unit basis and are subsequently used to allocate costs among customer classes and develop cost-based rates. The unit costs for each cost component are summarized in **Table 19**.

Table 19 – Cost Per Unit

Description	Base	Extra Capacity Max Day	Meters & Services	Billing & Collection	Fire Protection	Water Adjudication	Total
Total Revenue Requirement	$ 2,638,672	$ 1,857,147	$ 3,685,836	$ 17,756	$ 54,773	$ 1,200,000	**$ 9,454,184**
Units of Service	1,095,885	3,409	71,536	55,992	20,540	1,095,885	
	CCF	CCF/Day	EDUs/Monthly	Bills/Monthly	EDUs/Year	CCF	
Cost Per Unit	**$ 2.41**	**$ 544.84**	**$ 51.52**	**$ 0.32**	**$ 2.67**	**$ 1.10**	

The cost-of-service allocation for each customer class is determined by applying the unit costs developed in **Table 19** to the applicable units of service identified in **Table 18**. This process allocates the revenue requirement for each cost component to customer classes based on the relative demands they place on the water system and the way in which costs are incurred.

For the account-based and EDU-based cost components, the monthly units of service are converted to annual units by multiplying them by twelve (12) to reflect a full year of service before applying the applicable unit costs. Usage-based and demand-based cost components are allocated using the corresponding annual water usage and maximum day demand units. The resulting allocation of the revenue requirement by customer class and cost component is summarized in **Table 20**.

Table 20 – Cost of Service by Customer Class and Cost Component

Description	EDUs	Accounts/ Units	Base (CCF)	Max Day (CCF/Day)	Water Adjudication	Total
Residential	**$ 2,496,245**	**$ 14,925**	**$ 1,312,063**	**$ 834,705**	**$ 596,693**	**$ 5,254,631**
Tier 1 (0-11 Units)			$ 912,082	$ 488,978	$ 414,791	
Tier 2 (11+ Units)			$ 399,981	$ 345,728	$ 181,901	
Non-Residential	**$ 1,189,591**	**$ 2,573**	**$ 1,326,609**	**$ 1,022,442**	**$ 603,307**	**$ 4,144,521**
All Flow			$ 1,326,609	$ 1,022,442	$ 603,307	
Fire Service	**$ 54,773**	**$ 259**	**$ -**	**$ -**	**$ -**	**$ 55,031**
All Flow			$ -	$ -	$ -	
Total	**$ 3,740,609**	**$ 17,756**	**$ 2,638,672**	**$ 1,857,147**	**$ 1,200,000**	**$ 9,454,184**

3.2.5 Rate Design by Unit Cost

The unit costs developed in the previous section are used to develop the proposed water rates for the Test Year. The proposed rate structure consists of both fixed and volumetric rate components designed to recover the costs of providing water service in proportion to the way those costs are incurred. The fixed rate component is based on accounts, EDUs, and the allocated customer-related costs which are recovered through monthly fixed charges that vary based on meter size. The volumetric rate component is assessed based on annual customer water consumption and extra capacity requirements (Max Day).

The City currently assesses a Water Adjudication Fee to recover costs associated with groundwater basin management and replenishment activities required under the Hemet-San Jacinto Groundwater Management Program. Because these costs are directly related to maintaining the long-term availability and sustainability of the groundwater resources used to supply customers, the associated revenue requirement is recovered through a volumetric surcharge based on water consumption. This approach allocates the costs in proportion to customer water usage.

The first component of the fixed meter charge is calculated on an EDU basis. It is common practice in the water utility industry to establish a rate structure that includes an incremental service availability charge that reflects the potential demand a customer may place on the water system. Customers with larger meters will have the ability to place greater demands on the system and therefore pay proportionately higher fixed charges.

The methodology for increasing fixed charges by meter size is based on standardized meter capacity criteria established by the American Water Works Association (AWWA). Under this approach, a standard 3/4-inch water meter (i.e., the typical standard meter size for a single-family residential customer in the City of San Jacinto) is assigned a factor of 1.0 EDU, and larger meter sizes are assigned EDU factors based on their relative hydraulic capacity. These factors provide a consistent and equitable method for allocating fixed costs among customers based on the potential demand associated with their meter size. The applicable EDU factors used in this analysis are summarized in **Table 21**.

Table 21 - AWWA Meter Equivalency Factors

Description	AWWA Factors [1]
Meter Size	
5/8 Inch	1.00
3/4 Inch	1.00
1.0 Inch	1.67
1.5 Inch	3.33
2.0 Inch	5.33
3.0 Inch	10.00
4.0 Inch	16.67
6.0 Inch	33.33
8.0 Inch	53.33
10.0 Inch	76.67
Notes: [1] Meter-size equivalency factors established by the AWWA and identified in AWWA Standards C700, M1 and M22.	

Table 22 provides an illustration of how the AWWA meter-size equivalency factors are applied to the total customer accounts by meter-size to determine the total EDUs that the water system serves**.**

Table 22 – Total Monthly Accounts & EDUs

Description	[A]	[B]	[C]=[A]*[B]
	AWWA Factors	Total Accounts by Meter Size	Total EDUS
Meter Size			
5/8 Inch	1.00	133	133
3/4 Inch	1.00	3,998	3,998
1.0 Inch	1.67	284	473
1.5 Inch	3.33	44	147
2.0 Inch	5.33	126	672
3.0 Inch	10.00	7	70
4.0 Inch	16.67	39	650
6.0 Inch	33.33	18	600
8.0 Inch	53.33	16	853
10.0 Inch	76.67	1	77
All Customer total		**4,666**	**7,673**

The second component of the fixed charge is the customer charge. Unlike meter-related costs, customer costs do not vary based on meter size and are incurred equally for each customer

account. Accordingly, the customer unit cost is applied uniformly to all customer accounts regardless of meter size. Therefore, the customer unit cost of **$0.32** is applied equally to each customer account. The two fixed charge components are added together to develop the total proposed fixed charge for each respective meter size. The proposed fixed charges for the Test Year are shown in **Table 23**.

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Table 23 – Monthly Fixed Charge Calculation

Meter Size	Capacity Ratio	Meter Charge	Customer Charge	Proposed Fixed Charge
Monthly Fixed Charge:				
All Customers				
5/8 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**
3/4 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**
1.0 Inch	1.67	$ 85.87	$ 0.32	**$ 86.19**
1.5 Inch	3.33	$ 171.75	$ 0.32	**$ 172.06**
2.0 Inch	5.33	$ 274.80	$ 0.32	**$ 275.11**
3.0 Inch	10.00	$ 515.24	$ 0.32	**$ 515.56**
4.0 Inch	16.67	$ 858.74	$ 0.32	**$ 859.05**
6.0 Inch	33.33	$ 1,717.47	$ 0.32	**$ 1,717.79**
8.0 Inch	53.33	$ 2,747.96	$ 0.32	**$ 2,748.28**
Fire Service				
5/8 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**
3/4 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**
1.0 Inch	1.67	$ 4.44	$ 0.32	**$ 4.76**
1.5 Inch	3.33	$ 8.89	$ 0.32	**$ 9.21**
2.0 Inch	5.33	$ 14.22	$ 0.32	**$ 14.54**
3.0 Inch	10.00	$ 26.67	$ 0.32	**$ 26.98**
4.0 Inch	16.67	$ 44.44	$ 0.32	**$ 44.76**
6.0 Inch	33.33	$ 88.89	$ 0.32	**$ 89.20**
8.0 Inch	53.33	$ 142.22	$ 0.32	**$ 142.54**
10.0 Inch	76.67	$ 204.44	$ 0.32	**$ 204.76**
12.0 Inch	143.33	$ 382.22	$ 0.32	**$ 382.53**

In addition to the fixed charges, volumetric rates were developed to recover costs through charges based on water consumption. Consistent with the City's existing rate structure, residential customers, including both single-family and multi-family residential accounts, are assessed a two-tier volumetric rate designed to promote efficient water use while recovering the cost of providing service. Non-residential customers are assessed a uniform volumetric rate under which the rate per unit of water remains constant regardless of the volume consumed.

The volumetric rate consists of two primary cost components: 1) a component for base usage that recovers costs associated with average water usage and 2) a component for peak usage that recovers costs associated with meeting peak demand requirements. The Max Day demand costs from **Table 20** are divided by the total annual water usage to calculate the peaking unit costs shown in **Table 24**.

Table 24 – Peaking Unit Cost Calculation

Customer Class	[A] Peaking Costs	[B] Annual Use (CCF)	[C]=[A]/[B] Peaking Unit Cost
Residential			
Tier 1 (0-11 Units)	$ 488,978	378,803	$ 1.29
Tier 2 (11+ Units)	$ 345,728	166,119	$ 2.08
Non-Residential			
All Flow	$ 1,022,442	550,963	$ 1.86
Total	**$ 1,857,147**	**1,095,885**	

The total system peaking unit cost is then added to the base unit cost to develop the proposed volumetric rate per 100 cubic feet (CCF). Water Adjudication costs are recovered through a separate volumetric surcharge based on water consumption to fund groundwater basin management and replenishment activities. The resulting volumetric charges, including the Water Adjudication Fee, are summarized in **Table 25**.

Table 25 – Volumetric Rate Calculation

Customer Class	[A] Base Rate	[B] Peaking Rate	[C]=[A]+[B] Proposed Rate ($/CCF)
Residential			
Tier 1 (0-11 Units)	$ 2.41	$ 1.29	$ 3.70
Tier 2 (11+ Units)	$ 2.41	$ 2.08	$ 4.49
Non-Residential			
All Flow	$ 2.41	$ 1.86	$ 4.26
Water Adjudication Fee			
All Flow	$ 1.10	$ -	$ 1.10

3.2.6 Cost-of-Service and Revenue Check

Following the development of the proposed rates, a cost-of-service revenue check was performed to verify that the rates recover the allocated revenue requirement from each customer class in a manner that is proportional to the cost of providing service. The proposed rates were applied to the customer service units identified in **Table 18** to estimate the revenues generated from each customer class.

The resulting revenues were then compared to the allocated cost of service for each customer class to confirm that the proposed rate structure equitably recovers utility costs and is consistent with the cost allocation methodology developed in this analysis. The allocated costs and projected revenues by customer class are summarized in **Table 26**.

Table 26 – Proposed Rate Revenues vs. COS

Customer Class	[A]	[B]	[C]=[A]*[B]	[D]	[E]=[D]-[C]
	Units	Proposed Rates	Total Revenue	Total COS Revenues	Difference Calc vs COS
Residential					
5/8 Inch	109	$ 51.84	$ 67,808	$ 67,808	$ -
3/4 Inch	3,689	$ 51.84	$ 2,294,912	$ 2,294,912	$ -
1.0 Inch	114	$ 86.19	$ 117,909	$ 117,909	$ -
1.5 Inch	2	$ 172.06	$ 4,130	$ 4,130	$ -
2.0 Inch	8	$ 275.11	$ 26,411	$ 26,411	$ -
Tier 1 (0-11 Units)	378,803	$ 3.70	$ 1,401,059	$ 1,401,059	$ -
Tier 2 (11+ Units)	166,119	$ 4.49	$ 745,709	$ 745,709	$ -
Non-Residential					
5/8 Inch	24	$ 51.84	$ 14,930	$ 14,930	$ -
3/4 Inch	294	$ 51.84	$ 182,896	$ 182,896	$ -
1.0 Inch	170	$ 86.19	$ 175,829	$ 175,829	$ -
1.5 Inch	42	$ 172.06	$ 86,721	$ 86,721	$ -
2.0 Inch	118	$ 275.11	$ 389,560	$ 389,560	$ -
3.0 Inch	7	$ 515.56	$ 43,307	$ 43,307	$ -
4.0 Inch	13	$ 859.05	$ 134,012	$ 134,012	$ -
6.0 Inch	8	$ 1,717.79	$ 164,908	$ 164,908	$ -
All Flow	550,963	$ 4.26	$ 2,349,050	$ 2,349,050	$ -
Fire Service					
3/4 Inch	15	$ 2.98	$ 537	$ 537	$ -
4.0 Inch	26	$ 44.76	$ 13,965	$ 13,965	$ -
6.0 Inch	10	$ 89.20	$ 10,705	$ 10,705	$ -
8.0 Inch	16	$ 142.54	$ 27,367	$ 27,367	$ -
10.0 Inch	1	$ 204.76	$ 2,457	$ 2,457	$ -
Water Adjudication Fee	1,095,885	$ 1.10	$ 1,200,000	$ 1,200,000	$ -
Total Water System			**$ 9,454,184**	**$ 9,454,184**	$ -

3.3 Sewer Cost-of-Service

As with the water system, the sewer cost-of-service (COS) analysis utilizes the Test Year revenue requirement as the basis for allocating costs to customer classes. The analysis evaluates the costs incurred to provide wastewater collection services and allocates those costs among customer classes based on the demands they place on the sewer collection system. The resulting cost allocations provide the basis for developing rates that equitably recover the cost of service from customers.

The sewer COS analysis was performed through a functionalization, classification, and allocation process, consistent with generally accepted utility ratemaking principles, to determine the cost of service by customer class. Additional information regarding the sewer COS methodology is provided in **Appendix C**.

3.3.1 Functional Unbundling of Revenue Requirements

The sewer system costs are functionally unbundled into the major cost components associated with providing sewer collection services: Collection, Customer, and Administration.

A brief description of each component is as follows:

- **Collection** – Costs associated with operating, maintaining, repairing, and replacing the wastewater collection system, including sewer mains, manholes, lift stations, and related infrastructure used to convey wastewater to regional treatment facilities.
- **Customer** – Costs associated with customer service functions, including billing, account administration, collections, recordkeeping, and other customer-related services.
- **Administration** – General and administrative costs, including management, finance, insurance, and other utility support functions that are not directly attributable to a specific operational component.

The allocation of the functionally unbundled revenue requirement for the Test Year is summarized in **Table 27**.

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Table 27 - Functional Unbundled Cost Allocations

Description	Test Year 2026
Total O&M	$ 1,711,302
Other Expenditures & Transfers	626,968
Gross Revenue Requirement	**$ 2,338,270**
Less Other Revenues	(1,580,967)
Net Revenue Requirement	**$ 757,303**
Functional Unbundled Revenue Requirement	
Collection	$ 738,800
Administration	$ 963,952
Pumping	$ 7,800
Customer Service	$ 750
CIP	$ 1,061,812
Non-Rate Revenue	$ (1,580,967)
Fund Balance [1]	$ (434,844)
Total	**$ 757,303**

Notes:
[1] Represents a transfer from reserves to provide funding for capital outlay and CIP costs.

3.3.2 Classification of Revenue Requirements

The functionally unbundled revenue requirement for the sewer system is classified according to how costs are incurred and the factors that drive those costs. For purposes of this analysis, costs were classified into Collection, Customer, and Administration cost components. Collection costs are associated with the operation, maintenance, repair, rehabilitation, and replacement of the sewer collection system. Customer costs include billing, account administration, collections, and other customer-related activities that are generally independent of wastewater flow. Administration costs include management, finance, insurance, and other utility support functions necessary for the operation of the sewer utility.

Because the City's sewer rates are based on Equivalent Dwelling Units (EDUs), the classified costs are allocated to customer classes based on their proportionate share of total system EDUs. For most customers, EDUs are assigned based on the type of customer and established equivalency factors related to their sewer discharge characteristics, which are directly related to the costs incurred to treat and dispose of that discharge. However, for a limited group of non-residential customers that are billed based on monthly sewer flow, the applicable EDUs are calculated using actual water consumption. Annual water usage is divided by 11 CCF and then by twelve (12) months to determine the equivalent monthly EDUs. This approach converts actual wastewater demand into equivalent residential units, allowing these customers to remain within the City's EDU-based cost allocation methodology while more accurately reflecting their proportional use of the sewer system. The resulting system-wide cost classifications for the Test Year are summarized in **Table 28**.

Table 28 - Classification of Unbundled Revenue Requirements

Component	Total
Collection	$ 738,800
Administration	963,952
Pumping	7,800
Customer Service	750
CIP	1,061,812
Non-Rate Revenue & Fund Balance	(2,015,811)
Total	**$ 757,303**

3.3.3 Allocation to Customer Classes and Unit Cost Development

The functionalized and classified revenue requirement is allocated to customer classes based on each customer class's proportionate share of total system Equivalent Dwelling Units (EDUs). EDUs provide a standardized measure of relative wastewater demand and are used to allocate costs among customer classes in proportion to the demands they place on the sewer collection system. Most customer classes are assigned fixed Equivalent Dwelling Units (EDUs) based on the City's established customer classifications. However, a limited group of non-residential customers, including churches, restaurants, commercial/industrial customers, and schools, are billed based on monthly sewer flow. For these customers, actual water consumption is used to determine the equivalent number of EDUs, allowing sewer charges to more accurately reflect each customer's proportional use of the sewer system.

The units of service used to allocate costs among customer classes are summarized in **Table 29**. The units of service consist of customer accounts and associated customer units based on the City's billing records. The resulting allocation factors and unit costs provide the basis for developing cost-based sewer rates.

Table 29 – Units of Service

Description	Total Customers	Total EDUs [1]	CCF Flows [2]	Calculated EDUs
Single Residential				
Single Residential	3,747	3,775	488,334	3,700
Single Apartment	1	1	284	2
Sub-Total Single Residential	**3,748**	**3,776**	**488,618**	**3,702**
Multiple Residential				
Apt/Condos per Unit	46	538	68,756	521
Multiple Residential Units	13	21	2,961	22
Multiple Units	217	558	55,644	422
Sub-Total Multiple Residential	**276**	**1,117**	**127,361**	**965**
Mobile Home Park				
12 Units X 8.22	1	12	396	3
76 Units X 8.22	1	76	5,937	45
Mh/Rv Parks Per Unit	11	475	41,610	315
Sub-Total Mobile Home Park	**13**	**563**	**47,943**	**363**
Commercial				
Commercial - 1 Unit	63	63	17,517	133
Commercial per Unit	21	41	13,663	104
Commercial/Industrial [3]	106	152	20,123	152
Sub-Total Commercial	**190**	**256**	**51,302**	**389**
Church				
Church per Unit	2	2	287	2
Church - per water use [3]	18	35	4,571	35
Sub-Total Church	**20**	**37**	**4,857**	**37**
Hotel/Motel				
Hotel/Motel - 1 Unit	1	1	1,131	9
Hotel/Motel per Unit	6	54	6,376	48
Sub-Total Hotel/Motel	**7**	**55**	**7,507**	**57**
Restaurant				
Restaurant - per water use [3]	7	15	2,012	15
Sub-Total Restaurant	**7**	**15**	**2,012**	**15**
School				
Park Hill Elementary	1	1	-	1
School - per water use [3]	15	200	26,399	200
Sub-Total School	**16**	**201**	**26,399**	**201**
Sewer System Total	**4,277**	**6,020**	**755,999**	**5,728**

Notes:

[1] For all customers, EDUs are based on the number of dwelling units with the exception of those non-residential customers billed based on monthly water usage. Please refer to footnote [3] below regarding how the EDUs are calculate for these customer classifications.

[2] Assumed annual residential sewer flows were calculated by taking the average winter consumption for the lowest three months of the most recent full fiscal year of water customer data provided, then determining the factor of the winter average usage to the total annual average monthly water usage for the most recent full fiscal year of water customer data provided. This factor was then applied to the projected monthly average "Test Year" water flows to determine the "Test Year" annual sewer flows.

[3] These non-residential customers are billed based on monthly sewer flow. Therefore, total EDUs are calculated by dividing the annual water usage by 11 CCF and then by 12 months to determine the monthly EDUs. Based on historical monthly usage per residential customer, one (1) Equivalent Dwelling Unit (EDU) equals 11 CCF.

To allocate the sewer system revenue requirement among customer classes, a unit cost is developed based on the total number of system EDUs. The allocated revenue requirement is divided by the corresponding units of service to develop a cost per EDU. The resulting unit cost represents the average cost of providing sewer collection service and forms the basis for allocating costs among customer classes. The calculated unit cost is summarized in **Table 30**.

Table 30 – Cost Per Unit

Description	Sewer	Total
Total Revenue Requirement	$ 757,303	**$ 757,303**
Units of Service	6,020	
	EDUs/Monthly	
Cost Per Unit	**$ 10.48**	

The allocation of the revenue requirement to each customer class is based on the cost per unit for each component multiplied by the units of service for each customer class. The study maintains the City's existing customer classifications and billing methodology for individual accounts. Existing fixed EDU assignments for non-residential accounts reflect the City's historical customer classifications and were not re-evaluated as part of this study. The total costs to be recovered from each customer class by rate component are shown in **Table 31**.

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Table 31 – Cost-of-Service by Customer Class and Cost Component

Description	Sewer	Total
Single Residential		
Single Residential	$ 474,863	$ 474,863
Single Apartment	126	126
Sub-Total Single Residential	**$ 474,989**	**$ 474,989**
Multiple Residential		
Apt/Condos per Unit	$ 67,676	$ 67,676
Multiple Residential Units	2,642	2,642
Multiple Units	70,192	70,192
Sub-Total Multiple Residential	**$ 140,509**	**$ 140,509**
Mobile Home Park		
12 units x 8.22	$ 1,509	$ 1,509
76 units x 8.22	9,560	9,560
MH/RV Parks per Unit	59,751	59,751
Sub-Total Mobile Home Park	**$ 70,821**	**$ 70,821**
Commercial		
Commercial - 1 Unit	$ 7,925	$ 7,925
Commercial per Unit	5,157	5,157
Commercial/Industrial	19,177	19,177
Sub-Total Commercial	**$ 32,259**	**$ 32,259**
Church		
Church per Unit	$ 252	$ 252
Church - Per Water Use	4,356	4,356
Sub-Total Church	**$ 4,607**	**$ 4,607**
Hotel/Motel		
Hotel/Motel - 1 Unit	$ 126	$ 126
Hotel/Motel per Unit	6,793	6,793
Sub-Total Hotel/Motel	**$ 6,919**	**$ 6,919**
Restaurant		
Restaurant - Per Water Use	$ 1,917	$ 1,917
Sub-Total Restaurant	**$ 1,917**	**$ 1,917**
School		
Park Hill Elementary	$ 126	$ 126
School - Per Water Use	25,157	25,157
Sub-Total School	**$ 25,283**	**$ 25,283**
Total	**$ 757,303**	**$ 757,303**

3.3.4 Cost-of-Service and Revenue Check

Following the development of the proposed sewer rates, a cost-of-service revenue check is performed to verify that the rates recover the allocated revenue requirement from each customer class in a manner that is proportional to the cost of providing service. The proposed rates were applied to the customer service units identified in the analysis to estimate the revenues generated from each customer class.

The proposed sewer rate structure consists primarily of a fixed charge based on EDUs. In addition, certain non-residential customers are assessed a volumetric sewer charge based on metered water consumption. The combination of fixed and volumetric charges for various customer classes is designed to recover the allocated cost of service from each customer class in a fair and equitable manner.

The resulting revenues were then compared to the allocated cost of service for each customer class to confirm that the proposed rate structure is consistent with the cost allocation methodology developed in this analysis. The allocated costs and projected revenues by customer class are summarized in **Table 32**.

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Table 32 – Proposed Rate Revenues vs. COS

Description	[A] Monthly Dwelling Units	[B] Proposed Monthly Fixed Fee	[C]=[A]*[B]*12 Total Fixed Fee Revenue	[D] Billable Annual Volume (CCF)	[E] Proposed Volumetric Rate	[F]=[D]*[E] Total Volumetric Rate Revenues	[G]=[C]+[F] Total Calculated Revenues	[H] Total COS Revenues	[I]=[H]-[G] Difference Calc vs COS
Single Residential									
Single Residential	3,775	$ 10.48	$ 474,863	N/A	N/A	N/A	$ 474,863	$ 474,863	$ -
Single Apartment	1	$ 10.48	126	N/A	N/A	N/A	126	126	-
Multiple Residential									
Apt/Condos per Unit	538	$ 10.48	$ 67,676	N/A	N/A	N/A	$ 67,676	$ 67,676	$ -
Multiple Residential Units	21	$ 10.48	2,642	N/A	N/A	N/A	2,642	2,642	-
Multiple Units	558	$ 10.48	70,192	N/A	N/A	N/A	70,192	70,192	-
Mobile Home Park									
12 units x 8.22	12	$ 10.48	$ 1,509	N/A	N/A	N/A	$ 1,509	$ 1,509	$ -
76 units x 8.22	76	$ 10.48	9,560	N/A	N/A	N/A	9,560	9,560	-
MH/RV Parks per Unit	475	$ 10.48	59,751	N/A	N/A	N/A	59,751	59,751	-
Commercial									
Commercial - 1 Unit	63	$ 10.48	$ 7,925	N/A	N/A	N/A	$ 7,925	$ 7,925	$ -
Commercial per Unit	41	$ 10.48	5,157	N/A	N/A	N/A	5,157	5,157	-
Commercial/Industrial	152	N/A	N/A	20,123	$ 0.95	$ 19,177	19,177	19,177	-
Church									
Church per Unit	2	$ 10.48	$ 252	N/A	N/A	N/A	$ 252	$ 252	$ -
Church - per water use	35	N/A	N/A	4,571	$ 0.95	$ 4,356	4,356	4,356	-
Hotel/Motel									
Hotel/Motel - 1 Unit	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
Hotel/Motel per Unit	54	$ 10.48	6,793	N/A	N/A	N/A	6,793	6,793	-
Restaurant									
Restaurant - per water use	15	N/A	N/A	2,012	$ 0.95	$ 1,917	$ 1,917	$ 1,917	$ -
School									
Park Hill Elementary	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
School - per water use	200	N/A	N/A	26,399	$ 0.95	$ 25,157	25,157	25,157	-
Total	**6,020**		**$ 706,697**	**53,104**		**$ 50,606**	**$ 757,303**	**$ 757,303**	**$ -**

Section 4 – Proposed Test Year Rates

4.1 General

The methodology used to calculate the recommended water and sewer rates proposed herein involves applying the projected customer units of service to the user rates developed in the preceding COS and rate design analyses to calculate the estimated revenues that would be generated. Then, these projected revenues are compared to the estimated Test Year revenue requirements, and the water and sewer rates are adjusted on a percentage basis as necessary until the revenues generated are sufficient to meet the revenue needs of the water and sewer systems.

The COS analyses determined that revenue adjustments are necessary to provide sufficient funding for ongoing operations, capital improvements, reserve funding, debt service obligations, and other utility-related expenditures. Consistent with the findings of the cost-of-service analyses, the proposed rates maintain the City's existing rate structures while adjusting the rates as necessary to recover the projected revenue requirements of each utility system.

The proposed water and sewer rates for the Test Year are summarized in **Tables 33** and **34**, respectively.

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Table 33 – Proposed Monthly Water Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge:	
All Customers	
5/8 Inch	$ 51.84
3/4 Inch	$ 51.84
1.0 Inch	$ 86.19
1.5 Inch	$ 172.06
2.0 Inch	$ 275.11
3.0 Inch	$ 515.56
4.0 Inch	$ 859.05
6.0 Inch	$ 1,717.79
8.0 Inch	$ 2,748.28
Fire Service	
5/8 Inch	$ 2.98
3/4 Inch	$ 2.98
1.0 Inch	$ 4.76
1.5 Inch	$ 9.21
2.0 Inch	$ 14.54
3.0 Inch	$ 26.98
4.0 Inch	$ 44.76
6.0 Inch	$ 89.20
8.0 Inch	$ 142.54
10.0 Inch	$ 204.76
12.0 Inch	$ 382.53
Construction Meter	
Construction Meter	$ 515.56
Volumetric Rates Per 100 Cubic Feet:	
Residential	
Tier 1 (0-11 Units)	$ 3.70
Tier 2 (11+ Units)	$ 4.49
All Non-Residential Customers	
All Flow	$ 4.26
Water Adjudication Fee	
All Flow	$ 1.10

Table 34 – Proposed Monthly Sewer Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge: [1]	
All Customers (Per EDU)	$ 10.48
Volumetric Rates Per 100 Cubic Feet: [2]	
See Footnote	$ 0.95
EMWD Related Charges: [3]	
Sewer (per EDU)	$ 10.48
Sewer (per Sewage Unit)	$ 40.31

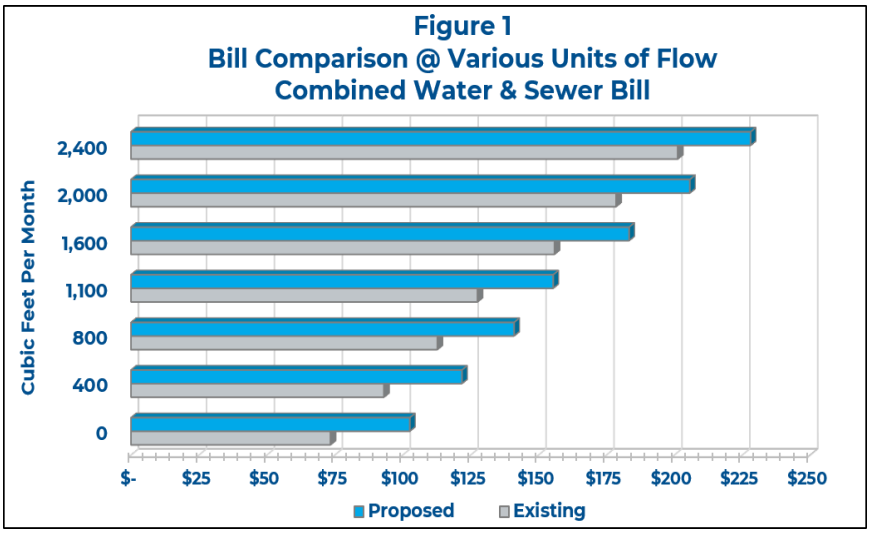
Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

4.2 Typical Monthly Bill Comparison



In addition to evaluating the adequacy of the revenues generated by the proposed rates, it is important to understand the impact that the proposed rate adjustments will have on utility customers. Tables **35**, **36**, and **37** compare monthly water, sewer, and combined utility bills under the existing and proposed rates at various levels of water consumption. All sewer bill comparisons include both the City's sewer collection charges and Eastern Municipal Water District's (EMWD) wastewater treatment charges.

Figure 1 provides a graphical comparison of existing and proposed combined utility bills for a typical single-family residential customer receiving both water and sewer service. Based on a historical billing analysis, the average single-family residential customer uses approximately 1,100 cubic feet of water per month. Under the proposed rates, the monthly combined utility bill for a typical single-family residential customer is projected to increase by approximately **$27.88**, from $127.54 to $155.42 per month.

Table 35 – Single-Family Residential Water Bill Impact

Description	Monthly Flow (CF)	Monthly Charges		$ Amount Difference
		Existing	Proposed	
Residential				
3/4 Inch	0	$ 24.89	$ 51.84	$ 26.95
3/4 Inch	100	$ 29.81	$ 56.64	$ 26.83
3/4 Inch	200	$ 34.73	$ 61.44	$ 26.71
3/4 Inch	300	$ 39.65	$ 66.24	$ 26.59
3/4 Inch	400	$ 44.57	$ 71.04	$ 26.47
3/4 Inch	500	$ 49.49	$ 75.83	$ 26.34
3/4 Inch	600	$ 54.41	$ 80.63	$ 26.22
3/4 Inch	700	$ 59.33	$ 85.43	$ 26.10
3/4 Inch	800	$ 64.25	$ 90.23	$ 25.98
3/4 Inch	1,100	$ 79.01	$ 104.63	$ 25.62
3/4 Inch	1,200	$ 84.68	$ 110.22	$ 25.54
3/4 Inch	1,400	$ 96.02	$ 121.39	$ 25.37
3/4 Inch	1,600	$ 107.36	$ 132.57	$ 25.21
3/4 Inch	2,000	$ 130.04	$ 154.93	$ 24.89
3/4 Inch	2,400	$ 152.72	$ 177.28	$ 24.56

Table 36 – Single-Family Residential Sewer Bill Impact

Description	Monthly Flow (CF)	Monthly Charges		$ Amount Difference
		Existing	Proposed	
Residential				
3/4 Inch	0	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	100	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	200	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	300	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	400	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	500	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	600	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	700	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	800	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,100	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,200	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,400	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,600	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	2,000	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	2,400	$ 48.53	$ 50.79	$ 2.26

Table 37 – Single-Family Residential Combined Bill Impact

Description	Monthly Flow (CF)	Monthly Charges		$ Amount Difference
		Existing	Proposed	
Residential				
3/4 Inch	0	$ 73.42	$ 102.63	$ 29.21
3/4 Inch	100	$ 78.34	$ 107.43	$ 29.09
3/4 Inch	200	$ 83.26	$ 112.23	$ 28.97
3/4 Inch	300	$ 88.18	$ 117.03	$ 28.85
3/4 Inch	400	$ 93.10	$ 121.83	$ 28.73
3/4 Inch	500	$ 98.02	$ 126.62	$ 28.60
3/4 Inch	600	$ 102.94	$ 131.42	$ 28.48
3/4 Inch	700	$ 107.86	$ 136.22	$ 28.36
3/4 Inch	800	$ 112.78	$ 141.02	$ 28.24
3/4 Inch	1,100	$ 127.54	$ 155.42	$ 27.88
3/4 Inch	1,200	$ 133.21	$ 161.01	$ 27.80
3/4 Inch	1,400	$ 144.55	$ 172.18	$ 27.63
3/4 Inch	1,600	$ 155.89	$ 183.36	$ 27.47
3/4 Inch	2,000	$ 178.57	$ 205.72	$ 27.15
3/4 Inch	2,400	$ 201.25	$ 228.07	$ 26.82

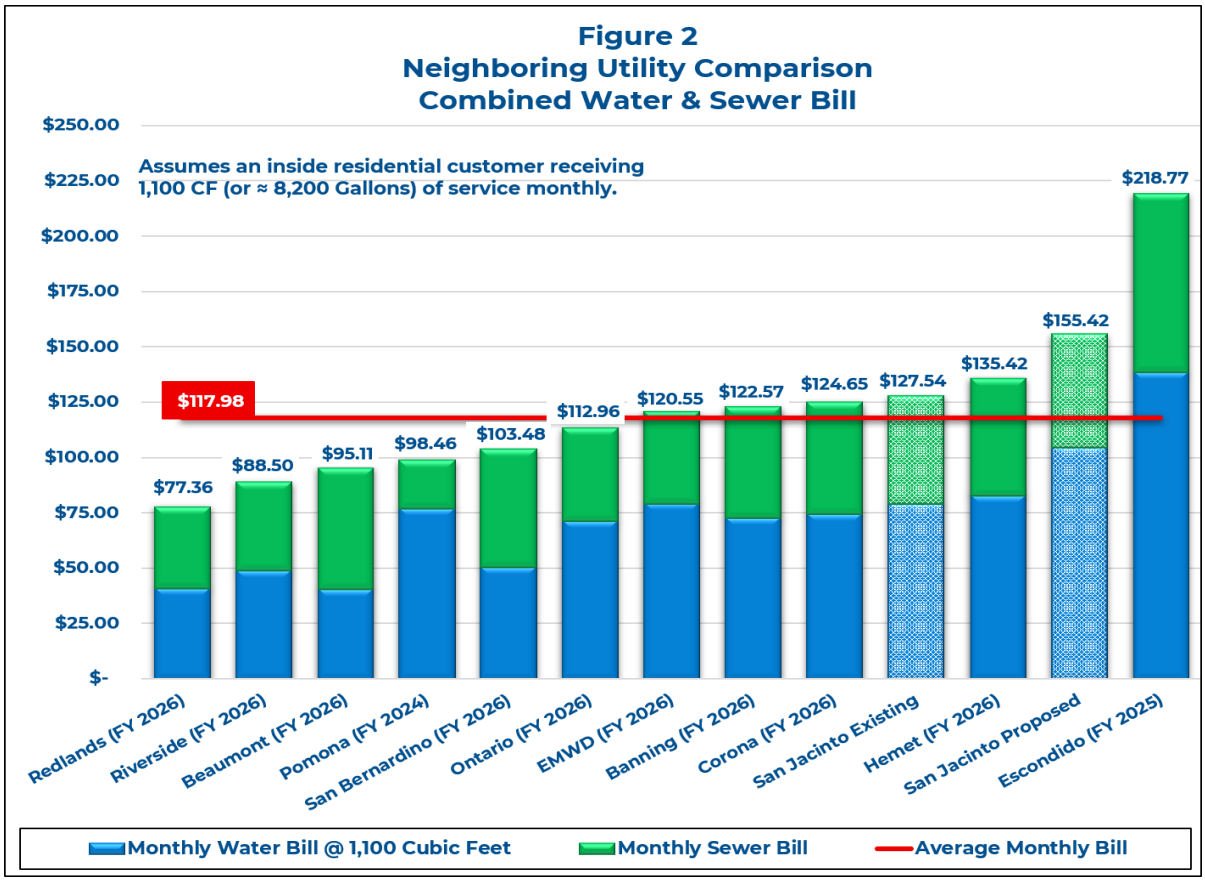
4.3 Rate Comparison with Other Utilities

To provide additional context regarding the proposed rate levels, the analysis includes a comparison of the City's existing and proposed user rates relative to those of neighboring water and sewer utility systems located within the same region. The comparison is intended to provide

a general indication of how the City's rates compare to those of other service providers, and does not evaluate differences in system characteristics, service levels, infrastructure needs, regulatory requirements, or rate structures.

The analysis compares the monthly water and sewer bills for a typical single-family residential customer under the City's existing and proposed rates with those of neighboring utilities. The rates used for the comparison utilities were in effect or adopted as of July 2025 and exclude local taxes, franchise fees, regulatory fees, outside service surcharges, and other utility-specific charges or adjustments.

A comparison of monthly utility bills for a typical single-family residential customer using 1,100 cubic feet of water per month is illustrated in **Figure 2**.



It should be noted that direct comparisons of water and sewer rates among utilities should be made with the knowledge that numerous factors can influence the level of rates and charges. Such factors may include, but are not limited to:

- Terms of wholesale water and sewer service agreements;
- Timing of recent rate adjustments for comparison providers;
- Level of treatment required to produce potable water;
- Wastewater treatment requirements and effluent disposal or discharge methods;
- Planned capital improvement programs and associated financing methods;

- System size, facility age, available treatment capacity, and historical funding from grants, connection fees, or developer contributions;
- General Fund transfers, administrative overhead allocations, or other interfund charges which may account for differences in the level of rates charged; and
- Debt obligations, bond covenants, and reserve funding requirements.

No analysis has been performed to evaluate the effect of these factors on the rates charged by the comparison utilities included in **Figure 2**. Accordingly, the rate comparison is intended to provide general context regarding regional rate levels and should not be interpreted as a direct comparison of utility operating efficiency or financial condition.

Section 5 – Projected Operating Results

5.1 General

As a final step in the analysis, pro forma operating statements are developed for the water and sewer utilities to evaluate the projected financial performance of each system over the 5-year Projection Period. The pro forma statements summarize the anticipated revenues, operating expenses, capital expenditures, debt service obligations, reserve funding, and other financial requirements of each utility.

The projected operating results are presented on a cash-flow basis and cover the period through the end of the Projection Period. The pro forma analyses incorporate the proposed rate adjustments developed in the revenue sufficiency and cost-of-service analyses and are intended to demonstrate the ability of the proposed rates to provide sufficient revenues to meet the projected financial needs of each utility while maintaining adequate reserve levels.

The following sections describe the major assumptions and financial components incorporated into the projected operating results for the water and sewer utilities.

5.2 Projected User Rate Revenues

Projected user rate revenues are estimated by applying the existing and proposed rates to the projected customer units of service for both the water and sewer utilities. The resulting revenues were evaluated against the projected financial requirements of each utility, including operating and maintenance expenses, capital expenditures, debt service obligations, reserve funding, and other utility-related costs.

The proposed rates were developed to generate sufficient revenues to meet the projected financial needs of each utility throughout the Projection Period while maintaining the financial stability of the water and sewer utilities. The projected water, sewer, and combined user rate revenues for the Projection Period are summarized in **Table 38**.

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Table 38 – Projected User Rate Revenues

Description	Existing Rates	Projected for Fiscal Year Ending June 30				
		2026	2027	2028	2029	2030
Water						
Residential	$ 3,011,967	$ 3,764,960	$ 5,665,637	$ 7,209,236	$ 7,905,011	$ 8,219,284
Non-Residential	2,438,555	3,048,193.0	4,215,525.0	5,364,041.0	5,881,733.0	6,115,569.0
Discount	18,778	23,475.0	36,879.0	46,921.0	51,443.0	53,486.0
Fire Service	86,101	107,625.0	67,414.0	85,781.0	94,060.0	97,798.0
Construction Meter	68,229	85,286.0	122,462.0	155,827.0	170,865.0	177,658.0
H20 Adjudication Surcharge	1,939,717	2,424,645.0	1,476,704.0	1,879,031.0	2,060,381.0	2,142,293.0
Total	**$7,563,347**	**$ 9,454,184**	**$ 11,584,621**	**$14,740,837**	**$ 16,163,493**	**$16,806,088**
Sewer						
Single Residential	$ 372,465	$ 474,870	$ 558,077	$ 753,313	$ 878,374	$ 904,655
Multiple Residential	110,180	140,474	165,088	222,842	259,837	267,611
Mobile Home Park	55,535	70,803	83,209	112,319	130,965	134,884
Commercial	25,350	32,322	37,903	51,168	59,666	61,455
Church	3,625	4,623	5,414	7,308	8,522	8,778
Hotel/Motel	5,426	6,917	8,129	10,973	12,794	13,177
Restaurant	1,509	1,924	2,253	3,041	3,546	3,653
School	19,898	25,370	29,708	40,106	46,770	48,173
Total	**$ 593,988**	**$ 757,303**	**$ 889,781**	**$ 1,201,070**	**$ 1,400,474**	**$ 1,442,386**
Total Combined Revenue	**$ 8,157,335**	**$ 10,211,487**	**$12,474,402**	**$ 15,941,907**	**$ 17,563,967**	**$18,248,474**

The projected revenues include the annual water and sewer rate adjustments anticipated for the remaining years of Projection Period beyond the Test Year. The proposed user rates for which the projected operating results are developed for the entire 5-fiscal year Projection Period are provided in **Tables 39** and **40**. The rates identified in the following tables reflect the cost of providing service to individual customer classes based on the number and types of customers being served, peak demand factors, and volume of flow.

The proposed rates reflect the results of the revenue sufficiency, cost-of-service, and rate design analyses presented in **Sections 2**, **3**, and **4** of this Report and are designed to recover the projected cost of providing service to each customer class in a fair and equitable manner.

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Table 39 – Proposed Monthly Water Rates

Description	Existing Rates	Projected for Fiscal Year Ending June 30				
		2026	2027	2028	2029	2030
Monthly Fixed Charge:						
All Customers						
5/8 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
3/4 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
1.0 Inch	$ 34.82	$ 86.19	$ 124.98	$ 143.72	$ 150.91	$ 155.44
1.5 Inch	$ 59.68	$ 172.06	$ 249.50	$ 286.92	$ 301.27	$ 310.31
2.0 Inch	$ 89.51	$ 275.11	$ 398.91	$ 458.75	$ 481.69	$ 496.14
3.0 Inch	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.68	$ 929.76
4.0 Inch	$ 323.13	$ 859.05	$ 1,245.63	$ 1,432.47	$ 1,504.09	$ 1,549.22
6.0 Inch	$ 656.17	$ 1,717.79	$ 2,490.79	$ 2,864.41	$ 3,007.63	$ 3,097.86
8.0 Inch	$ 1,202.94	$ 2,748.28	$ 3,985.00	$ 4,582.75	$ 4,811.89	$ 4,956.24
Fire Service						
5/8 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
3/4 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
1.0 Inch	N/A	$ 4.76	$ 6.90	$ 7.94	$ 8.34	$ 8.59
1.5 Inch	N/A	$ 9.21	$ 13.35	$ 15.35	$ 16.12	$ 16.60
2.0 Inch	N/A	$ 14.54	$ 21.08	$ 24.24	$ 25.46	$ 26.22
3.0 Inch	N/A	$ 26.98	$ 39.13	$ 44.99	$ 47.24	$ 48.66
4.0 Inch	$ 41.18	$ 44.76	$ 64.90	$ 74.64	$ 78.37	$ 80.72
6.0 Inch	$ 119.60	$ 89.20	$ 129.35	$ 148.75	$ 156.19	$ 160.87
8.0 Inch	$ 254.80	$ 142.54	$ 206.68	$ 237.68	$ 249.56	$ 257.05
10.0 Inch	$ 458.23	$ 204.76	$ 296.90	$ 341.44	$ 358.51	$ 369.26
12.0 Inch	$ 740.17	$ 382.53	$ 554.67	$ 637.88	$ 669.77	$ 689.86
Construction Meter						
Construction Meter	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.67	$ 929.75
Volumetric Rates Per 100 Cubic Feet:						
Residential						
Tier 1 (0-11 Units)	$ 3.15	$ 3.70	$ 5.36	$ 6.17	$ 6.48	$ 6.67
Tier 2 (11+ Units)	$ 3.90	$ 4.49	$ 6.51	$ 7.49	$ 7.86	$ 8.10
All Customers						
All Flow	$ 3.73	$ 4.26	$ 6.18	$ 7.11	$ 7.46	$ 7.69
Water Adjudication Fee						
All Flow	$ 1.77	$ 1.10	$ 1.60	$ 1.83	$ 1.93	$ 1.98

Table 40 – Proposed Monthly Sewer Rates

Description	Existing Rates	Projected for Fiscal Year Ending June 30				
		2026	2027	2028	2029	2030
Monthly Fixed Charge: [1]						
All Customers (Per EDU)	$ 8.22	$ 10.48	$ 14.15	$ 19.10	$ 19.67	$ 20.26
Volumetric Rates Per 100 Cubic Feet: [2]						
See Footnote	$ 0.75	$ 0.95	$ 1.29	$ 1.74	$ 1.79	$ 1.84
EMWD Related Charges: [3]						
Sewer (per EDU)	$ 8.22	$ 10.48	Subject to EMWD Updated Rates			
Sewer (per Sewage Unit)	$ 40.31	$ 40.31	Subject to EMWD Updated Rates			

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

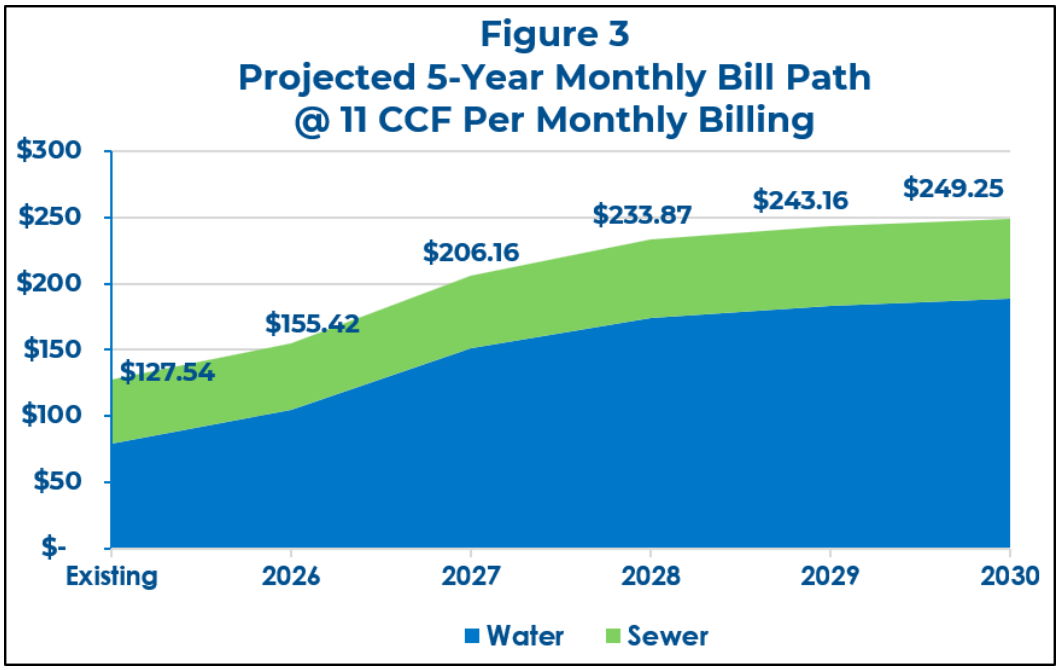
[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

The projected user rates presented for periods beyond the Test Year are intended for long-term financial planning purposes and are provided to illustrate the estimated rate adjustments that may be necessary to meet the projected financial needs of the water and sewer utilities. The projected rates are based on the customer, usage, expenditure, and revenue assumptions incorporated into this rate study.

Because the projected operating results are dependent upon numerous assumptions, actual results may differ from those presented herein. To the extent that actual customer growth, water usage, operating costs, capital expenditures, or other financial conditions differ from the assumptions used in this analysis, future rate adjustments may be required.

For informational purposes, the projected monthly bill for a typical single-family residential customer is presented for each year of the Projection Period. An illustration of the projected bill path is provided in **Figure 3**.



5.3 Debt Service Coverage

The water utility operating statement also includes a calculation of annual debt service coverage. Because the sewer utility does not have any debt service obligations during the Projection Period, a debt service coverage calculation is not applicable and has not been included. Debt service coverage is a commonly used financial metric that measures the utility's ability to generate sufficient revenues to meet its annual debt service obligations and is often considered an indicator of financial strength.

For purposes of this analysis, debt service coverage is calculated by dividing net revenues by the annual debt service requirement. Net revenues consist of total operating revenues, including user rate revenues and other revenues, less operating and maintenance expenses.

The debt service coverage results are provided for planning and informational purposes only and are not intended to represent a legally binding calculation for bond covenant compliance or representation to existing or prospective bondholders. The projected debt service coverage for the water utility is summarized in **Table 41**.

Table 41 – Projected Water Debt Service Coverage Ratio

Fiscal Year	Projected
2026	2.30
2027	4.66
2028	7.45
2029	8.35
2030	8.39

5.4 Summary of Projected Operating Results

The projected operating results for the water and sewer utilities are summarized in **Tables 42** and **43**, respectively. Based on the assumptions incorporated into this analysis, the proposed rates and charges, together with other utility revenues, are projected to generate sufficient revenues to meet the anticipated operating, capital, debt service, reserve funding, and other financial requirements of each utility throughout the Projection Period.

The projected operating results demonstrate that the proposed rates provide a financially sustainable funding plan for the water and sewer utilities while maintaining the City's existing rate structures and supporting the continued operation, maintenance, repair, and replacement of utility infrastructure. The complete cash-flow statements for the water and sewer utilities are provided in **Appendix D**.

Table 42 – Water System Projected Operating Results

Description	Existing Rates	Projected for Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Revenues:						
Water Sales	$ 7,563	$ 9,454	$ 11,585	$ 14,741	$ 16,163	$ 16,806
Other Revenues	230	230	230	230	230	230
Total Revenues	**$ 7,793**	**$ 9,684**	**$ 11,815**	**$ 14,971**	**$ 16,393**	**$ 17,036**
Less O&M Expenses	(7,546)	(7,546)	(7,426)	(7,841)	(8,286)	(8,763)
Income Available for Debt Service	**$ 247**	**$ 2,138**	**$ 4,389**	**$ 7,130**	**$ 8,108**	**$ 8,273**
Debt Service:						
Existing	$ 930	$ 930	$ 942	$ 957	$ 971	$ 987
Total Indebtedness	**$ 930**	**$ 930**	**$ 942**	**$ 957**	**$ 971**	**$ 987**
Net Results	**$ (683)**	**$ 1,208**	**$ 3,446**	**$ 6,173**	**$ 7,137**	**$ 7,287**
Reserve Fund Balance Activity:						
Operating Fund						
Beginning Balance	$ 3,448	$ 3,448	$ 2,481	$ 2,441	$ 2,578	$ 2,724
Deposit/(Withdrawal) from Operations	(683)	1,208	3,446	6,173	7,137	7,287
Transfer from/(to) Capital Reserve Fund	(234)	(2,125)	(3,436)	(5,987)	(6,941)	(7,080)
Transfer to Capital Fund	(50)	(50)	(50)	(50)	(50)	(50)
Total Operating Fund Balance	**$ 2,481**	**$ 2,481**	**$ 2,441**	**$ 2,578**	**$ 2,724**	**$ 2,881**
Operating Days Cash on Hand	**120**	**120**	**120**	**120**	**120**	**120**
Capital Fund						
Beginning Balance	$ 1,097	$ 1,097	$ 1,272	$ 505	$ 864	$ 794
Transfer from/(to) Operating Fund	234	2,125	3,436	5,987	6,941	7,080
Water Capital Improvement Revenue	50	50	50	50	50	50
Cash Funded Capital Projects	(2,000)	(2,000)	(4,253)	(5,678)	(7,062)	(5,895)
Total Capital Fund Balance	**$ (619)**	**$ 1,272**	**$ 505**	**$ 864**	**$ 794**	**$ 2,029**
Water Enterprise Reserves						
Beginning Fund Balance	$ 1,150	$ 1,150	$ 1,150	$ 1,150	$ 1,150	$ 1,150
Revenues Toward Debt Service Payment	$ 930	$ 930	$ 942	$ 957	$ 971	$ 987
Annual Debt Service Payment	(930)	(930)	(942)	(957)	(971)	(987)
Ending Fund Balance	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**
Total Fund Balance - Water	**$ 3,012**	**$ 4,903**	**$ 4,096**	**$ 4,592**	**$ 4,668**	**$ 6,059**
Debt Coverage	**0.27**	**2.30**	**4.66**	**7.45**	**8.35**	**8.39**

Table 43 – Sewer System Projected Operating Results

Description	Existing Rates	Projected for Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Revenues:						
Wastewater Sales	$ 594	$ 757	$ 890	$ 1,201	$ 1,400	$ 1,442
Other Revenues	1,053	1,581	1,320	1,322	1,324	1,326
Total Revenues	**$ 1,647**	**$ 2,338**	**$ 2,209**	**$ 2,523**	**$ 2,724**	**$ 2,769**
Less O&M Expenses	(1,711)	(1,711)	(1,780)	(1,852)	(1,926)	(2,005)
Income Available for Debt Service	**$ (64)**	**$ 627**	**$ 429**	**$ 671**	**$ 798**	**$ 764**
Net Results	**$ (64)**	**$ 627**	**$ 429**	**$ 671**	**$ 798**	**$ 764**
Reserve Fund Balance Activity:						
Operating Fund						
Beginning Balance	$ 1,933	$ 1,933	$ 563	$ 585	$ 609	$ 633
Deposit/(Withdrawal) from Operations	(64)	627	429	671	798	764
Transfer from/(to) Capital Reserve Fund	(1,276)	(1,967)	(377)	(618)	(743)	(708)
Transfer to Capital Fund	(30)	(30)	(30)	(30)	(30)	(30)
Total Operating Fund Balance	**$ 563**	**$ 563**	**$ 585**	**$ 609**	**$ 633**	**$ 659**
Days Cash on Hand	**120**	**120**	**120**	**120**	**120**	**120**
Capital Fund						
Beginning Balance	$ 156	$ 156	$ 1,091	$ 422	$ 325	$ 404
Transfer from/(to) Operating Fund	1,276	1,967	377	618	743	708
Sewer Connection Fee Revenue	30	30	30	30	30	30
Cash Funded Capital Projects	(1,062)	(1,062)	(1,076)	(744)	(695)	(486)
Total Capital Fund Balance	**$ 400**	**$ 1,091**	**$ 422**	**$ 325**	**$ 404**	**$ 656**
Total Fund Balance - Sewer	**$ 963**	**$ 1,654**	**$ 1,007**	**$ 934**	**$ 1,037**	**$ 1,315**
Debt Coverage	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

Section 6 – Conclusions and Recommendations

6.1 Disclaimers

6.1.1 General Disclaimer

In the development of the proposed user rates and charges, certain historical reviews and analyses have been performed, together with the application of assumptions based on prudent financial, operational, and ratemaking relationships. The cost criteria and customer usage characteristics associated with general ratemaking procedures are representative of averages and are not intended as indicators of any individual customer.

In the preparation of the rate study, certain assumptions have been made with respect to conditions that may occur in the future. While it is believed that these assumptions are reasonable for the purpose of this rate study, they are dependent upon future events and actual conditions may differ from those assumed. In addition, the study has used and relied upon certain information that was provided by other parties not associated with Willdan. Such information includes, among other things, the City's audited financial statements, annual operating budgets, periodic reports, and other information and data provided by the City, its independent auditors, and other sources. While the sources are believed to be reliable, there has been no independent verification of the information, and no assurances are offered with respect thereto. To the extent that future conditions differ from those assumed herein or provided by others, the actual results may vary from those projected.

6.1.2 Municipal Advisory Disclaimer

Unless the City of San Jacinto, California (the "City") has a written engagement from Willdan Financial Services ("Willdan") for municipal advisory services, Willdan is not advising or recommending any action be taken by the recipient of this information with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues). The City shall discuss any such information and material contained in Willdan's work product with all internal and/or external advisors and experts, including its own municipal advisor, that it deems appropriate before acting on the information and material.

For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto.

6.2 Conclusions

As previously addressed, the purpose of this study is to provide a review of the City's existing utility rates to determine if rate adjustments are necessary to meet the budgeted and/or projected financial needs in future years. This Report is the result of the collaborative efforts of representatives from both the City and Willdan. City staff were diligent and cooperative in their efforts to ensure the availability and quality of source data on financial and operating matters. Based on the reviews, analyses and assumptions discussed herein, it is concluded that:

1. The proposed user rates and charges are anticipated to generate sufficient revenues to meet the revenue requirements of each respective system based upon the projected expenditures, capital project timing and costs, transfers, and billable customer units estimated for the Test Year. The proposed rates were developed based on an assumed implementation date of January 1, 2026. To the extent that the actual implementation date varies from the assumed implementation date, additional rate adjustments and/or appropriations from existing reserves may be necessary.
2. The estimated revenues and resulting rate adjustments for the remaining years of the Projection Period beyond the Test Year are generated from the historical analyses and discussions with City staff.
3. The projection of billable water and sewer units is based on historical customer usage patterns and average units per account by customer class. For purposes of the Projection Period, average usage is assumed to remain generally consistent with recent historical levels unless otherwise adjusted based on discussions with staff. Actual billable demands may vary due to weather conditions, rainfall, and other factors that influence customer usage.
4. Future capital improvement projects are assumed to occur as reported by the City in its Capital Improvement Plan. To the extent that the timing of such projects may change from that estimated herein, the cost of such projects and resulting impact on future rates and charges may vary from those indicated.
5. The proposed rates and rate structure are consistent with industry standards for rate-setting practices, comply with Proposition 218, and conform to the City's financial policies with respect to:
    a. Equitably recovering costs;
    b. Being based upon the proportionate cost of providing services; and
    c. Generating sufficient revenue to recover system revenue requirements, meet debt service coverage requirements, fund capital needs, and meet reserve requirements.

6.3 Recommendations

Based on the reviews, analyses, and assumptions addressed herein, as well as the resulting conclusions provided above, it is respectfully recommended that the City:

1. Adopt the proposed water and sewer rates.
2. Enact the proposed rates to become effective as of January 1, 2027 (or other such date as determined by the City). Based on the timing of the project and the required public hearing procedures and noticing requirements, it is expected that the proposed water and sewer rates will become effective on the recommended date.
3. Readdress the COS analysis portion of this study every three to five years to ensure costs are recovered consistently with COS principles and customer characteristics.

We appreciate the opportunity to be of service to the City in this engagement. In addition, we would like to thank City staff for the valuable assistance provided during the completion of the rate study.

Respectfully Yours,

WILLDAN FINANCIAL SERVICES

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendices

A	Revenue Requirement for User Rates
B	Water Cost-of-Service Analysis
C	Sewer Cost-of-Service Analysis
D	10-Year Financial Projections

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Comprehensive Water & Sewer Rate Study

Appendix A	Revenue Requirement for User Rates

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APPENDIX - A

CITY OF SAN JACINTO, CA

DEVELOPMENT OF RATE REVENUE REQUIREMENTS

Line No:	Description	[A]	[B]	[C]=[A]*[B]	[D]	[E]=[A]*[D]
		Test Year for Rate Revenue Requirement				
		FY 2026	% to Water	Water	% to Sewer	Sewer
1	**Total Operating Revenues**	**$ 12,022,454**		**$ 9,684,184**		**$ 2,338,270**
	Less:					
	Other Operating Revenues					
2	Interest	$ 106,000	100%	$ 106,000	0%	$ -
3	Miscellaneous Revenue	2,500	100%	2,500	0%	-
4	Interest	34,000	100%	34,000	0%	-
5	Water Capital Improvement	50,000	100%	50,000	0%	-
6	Interest	37,500	100%	37,500	0%	-
7	Interest	60,000	0%	-	100%	60,000
8	Interest	3,750	0%	-	100%	3,750
9	Sewer Connect Fee	30,000	0%	-	100%	30,000
10	EMWD Sewer Maintenance Fees	1,487,217	0%	-	100%	1,487,217
11	**Total Other Operating Revenues**	**$ 1,810,967**		**$ 230,000**		**$ 1,580,967**
12	**Total Rate Revenue Requirement**	**$ 10,211,487**	**93%**	**$ 9,454,184**	**7%**	**$ 757,303**

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendix B | Water Cost-of-Service Analysis

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APPENDIX - B

CITY OF SAN JACINTO, CA

ALLOCATION OF TEST YEAR COSTS TO WATER FUNCTION

Test Year Revenue Requirement		
Line No:	**Expense Group**	**FY 2026**
1	Transmission & Distribution	$ 1,275,630
2	Pumping	502,100
3	Customer Service	20,250
4	Administration	4,203,436
5	Source of Supply	345,000
6	Water Adjudication	1,200,000
7	Existing Bond DS	929,713
8	New Bond DS	-
9	CIP	2,000,000
10	Capital Outlay	-
11	**Total**	**$ 10,476,129**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER MAX DAY/HOUR ALLOCATION FACTORS - TEST YEAR FY 2026

Line No:	Description	[A] Flow	[B] Peak Month (CCF)	[C] Average Month (CCF)	[D] Max Day/Avg Day Factor	[E] Max Day Total Capacity (CCF/Day)	[F] Max Day Extra Capacity (CCF/Day)
	Operating Statistics:	**MGD**	**Factor**				
1	Avg Day Flow (MGD)	**2.90**	1.00				
2	Max Day Flow (MGD)	**4.40**	1.52				
	Cost Allocation Factors:	**Base**	**Max Day**	**Max Hour**			
3	Base/Max Day	65.91%	34.09%	0.00%			
	Peaking Factors:				**[B] / [C]**		
	Residential						
4	Tier 1 (0-11 Units)		60,711	32,557	1.86		
5	Tier 2 (11+ Units)		35,698	14,910	2.39		
	Non-Residential						
6	All Flow		105,515	47,038	2.24		
					Maximum Day		
						[D] x [B]	**[E] - [B]**
	Estimated Max Day/Hur Flows:	**Total Annual Flow (CCF)**	**Average Daily Flow (CCF)**		**Peaking Factor**	**Total Capacity**	**Extra Capacity**
	Residential						
7	Tier 1 (0-11 Units)	378,803	1,038		1.86	1,935	897
8	Tier 2 (11+ Units)	166,119	455		2.39	1,090	635
	Non-Residential						
9	All Flow	550,963	1,509		2.24	3,386	1,877
10	**Total**	**1,095,885**	**3,002**			**6,411**	**3,409**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER CUSTOMER AND EQUIVALENT RESIDENTIAL UNIT CALCULATION - TEST YEAR FY 2026

Meter Equivalencies

Line No:	Meter Size	Class -->	[A - 1] Inside Residential	[B - 1] Inside Non-Residential	[C - 1] Inside Discount	[D - 1] Outside Residential	[E - 1] Outside Non-Residential	[F - 1] Outside Discount	[G - 1] Fire Service	[H - 1] Construction Meter
		Billing Basis-->	Units	Units	Units	Units	Units	Units	Units	Units
1	0.625		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2	0.75		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00		1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67
4	1.50		3.33	3.33	3.33	3.33	3.33	3.33	3.33	3.33
6	3.00		10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
7	4.00		16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67
8	6.00		33.33	33.33	33.33	33.33	33.33	33.33	33.33	33.33
9	8.00		53.33	53.33	53.33	53.33	53.33	53.33	53.33	53.33
10	10.00		76.67	76.67	76.67	76.67	76.67	76.67	76.67	76.67

Customer Accounts

Line No:	Meter Size	Class -->	[A - 2] Inside Residential	[B - 2] Inside Non-Residential	[C - 2] Inside Discount	[D - 2] Outside Residential	[E - 2] Outside Non-Residential	[F - 2] Outside Discount	[G - 2] Fire Service	[H - 2] Construction Meter	Total
		Billing Basis-->	Units	Units	Units	Units	Units	Units	Units	Units	
11	0.625		105	24	2	2	0	0	0	0	133
12	0.75		3,634	293	26	29	1	0	15	0	3,998
13	1.00		102	164	1	11	6	0	0	0	284
14	1.50		2	38	0	0	4	0	0	0	44
15	2.00		5	117	0	3	1	0	0	0	126
16	3.00		0	1	0	0	0	0	0	6	7
17	4.00		0	12	0	0	1	0	26	0	39
18	6.00		0	8	0	0	0	0	10	0	18
19	8.00		0	0	0	0	0	0	16	0	16
20	10.00		0	0	0	0	0	0	1	0	1
21	**Total Monthly Customers**		**3,848**	**657**	**29**	**45**	**13**	**0**	**68**	**6**	**4,666**

Total Equivalent Dwelling Units

Line No:	Meter Size	Class -->	[A - 1] * [A - 2] Inside Residential	[B - 1] * [B - 2] Inside Non-Residential	[C - 1] * [C - 2] Inside Discount	[D - 1] * [D - 2] Outside Residential	[E - 1] * [E - 2] Outside Non-Residential	[F - 1] * [F - 2] Outside Discount	[G - 1] * [G - 2] Fire Service	[H - 1] * [H - 2] Construction Meter	Total
		Billing Basis-->	Units	Units	Units	Units	Units	Units	Units	Units	
22	0.625		105	24	2	2	0	0	0	0	133
23	0.75		3,634	293	26	29	1	0	15	0	3,998
24	1.00		170	273	2	18	10	0	0	0	473
25	1.50		7	127	0	0	13	0	0	0	147
26	2.00		27	624	0	16	5	0	0	0	672
27	3.00		0	10	0	0	0	0	0	60	70
28	4.00		0	200	0	0	17	0	433	0	650
29	6.00		0	267	0	0	0	0	333	0	600
30	8.00		0	0	0	0	0	0	853	0	853
31	10.00		0	0	0	0	0	0	77	0	77
32	**Total Monthly Customers**		**3,942**	**1,818**	**30**	**65**	**46**	**0**	**1,712**	**60**	**7,673**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER UNITS OF SERVICE BY COST COMPONENT - TEST YEAR FY 2026

Line No:	Description	[A] EDUs	[B] Accounts/ Units	[C] Base (CCF)	[D] Max Day (CCF/Day)
	Residential	**4,037**	**3,922**	**544,922**	**1,532**
1	Tier 1 (0-11 Units)			378,803	897
2	Tier 2 (11+ Units)			166,119	635
	Non-Residential	**1,924**	**676**	**550,963**	**1,877**
3	All Flow			550,963	1,877
	Fire Service	**1,712**	**68**	**0**	**0**
4	All Flow			0	0
5	**Total**	**7,673**	**4,666**	**1,095,885**	**3,409**

APPENDIX - B

CITY OF SAN JACINTO, CA

ALLOCATION OF WATER COSTS - TEST YEAR FY 2026

Line No:	Description	Water Costs	Base	Extra Capacity Max Day	Meters & Services	Billing & Collection	Fire Protection	Water Adjudication	Total (Check)
	Allocation Factors:								
1	Transmission & Distribution		44.75%	55.25%	0.00%	0.00%	0.00%	0.00%	100.00%
2	Pumping		44.75%	55.25%	0.00%	0.00%	0.00%	0.00%	100.00%
3	Customer Service		0.00%	0.00%	0.00%	98.54%	1.46%	0.00%	100.00%
4	Administration		0.00%	0.00%	98.54%	0.00%	1.46%	0.00%	100.00%
5	Source of Supply		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
6	Water Adjudication		0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
7	Existing Bond DS		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
8	New Bond DS		0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%
9	CIP		44.75%	55.25%	0.00%	0.00%	0.00%	0.00%	100.00%
10	Capital Outlay		0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%
	Allocation of Costs:								
11	Transmission & Distribution	$ 1,275,630	$ 570,884	$ 704,746	$ -	$ -	$ -	$ -	$ 1,275,630
12	Pumping	502,100	224,705	277,395	-	-	-	-	502,100
13	Customer Service	20,250	-	-	-	19,955	295	-	20,250
14	Administration	4,203,436	-	-	4,142,177	-	61,259	-	4,203,436
15	Source of Supply	345,000	345,000	-	-	-	-	-	345,000
16	Water Adjudication	1,200,000	-	-	-	-	-	1,200,000	1,200,000
17	Existing Bond DS	929,713	929,713	-	-	-	-	-	929,713
18	New Bond DS	-	-	-	-	-	-	-	-
19	CIP	2,000,000	895,062	1,104,938	-	-	-	-	2,000,000
20	Capital Outlay	-	-	-	-	-	-	-	-
21	Non-Rate Rev & Fund Balance	(1,021,945)	(326,692)	(229,932)	(456,341)	(2,198)	(6,781)	-	(1,021,945)
22	**Total**	**$ 9,454,184**	**$ 2,638,672**	**$ 1,857,147**	**$ 3,685,836**	**$ 17,756**	**$ 54,773**	**$ 1,200,000**	**$ 9,454,184**
	Total Units of Service		**1,095,885**	**3,409**	**71,536**	**55,992**	**20,540**	**1,095,885**	
	Units		**CCF**	**CCF/Day**	**EDUs/Monthly**	**Bills/Monthly**	**EDUs/Year**	**CCF**	
	Cost Per Unit		**$ 2.4078**	**$ 544.8447**	**$ 51.5242**	**$ 0.3171**	**$ 2.6666**	**$ 1.0950**	
	Units		**CCF**	**CCF/Day**	**EDUs/Monthly**	**Bills/Monthly**	**EDUs/Year**	**CCF**	

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER COST OF SERVICE BY COST COMPONENT AND CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	[A] EDUs	[B] Accounts/ Units	[C] Base (CCF)	[D] Max Day (CCF/Day)	[E] Water Adjudication	[F] Total
	Residential	**$ 2,496,245**	**$ 14,925**	**$ 1,312,063**	**$ 834,705**	**$ 596,693**	**$ 5,254,631**
1	Tier 1 (0-11 Units)			$ 912,082	$ 488,978	$ 414,791	
2	Tier 2 (11+ Units)			$ 399,981	$ 345,728	$ 181,901	
	Non-Residential	**$ 1,189,591**	**$ 2,573**	**$ 1,326,609**	**$ 1,022,442**	**$ 603,307**	**$ 4,144,521**
3	All Flow			$ 1,326,609	$ 1,022,442	$ 603,307	
	Fire Service	**$ 54,773**	**$ 259**	**$ -**	**$ -**	**$ -**	**$ 55,031**
4	All Flow			$ -	$ -	$ -	
5	**Total**	**$ 3,740,609**	**$ 17,756**	**$ 2,638,672**	**$ 1,857,147**	**$ 1,200,000**	**$ 9,454,184**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Description	[A] Capacity Ratio	[B] Meter Charge	[C] Customer Charge	[D] Proposed Fixed Charge	[E] Existing Fixed Charge	[F] Difference
	Monthly Fixed Charge:						
	Residential						
1	5/8 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
2	3/4 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
3	1.0 Inch	1.67	$ 85.87	$ 0.32	**$ 86.19**	**$ 34.82**	**$ 51.37**
4	1.5 Inch	3.33	$ 171.75	$ 0.32	**$ 172.06**	**$ 59.68**	**$ 112.38**
5	2.0 Inch	5.33	$ 274.80	$ 0.32	**$ 275.11**	**$ 89.51**	**$ 185.60**
6	3.0 Inch	10.00	$ 515.24	$ 0.32	**$ 515.56**	**$ 183.96**	**$ 331.60**
7	4.0 Inch	16.67	$ 858.74	$ 0.32	**$ 859.05**	**$ 323.13**	**$ 535.92**
8	6.0 Inch	33.33	$ 1,717.47	$ 0.32	**$ 1,717.79**	**$ 656.17**	**$ 1,061.62**
9	8.0 Inch	53.33	$ 2,747.96	$ 0.32	**$ 2,748.28**	**$ 1,202.94**	**$ 1,545.34**
	Non-Residential						
10	5/8 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
11	3/4 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
12	1.0 Inch	1.67	$ 85.87	$ 0.32	**$ 86.19**	**$ 34.82**	**$ 51.37**
13	1.5 Inch	3.33	$ 171.75	$ 0.32	**$ 172.06**	**$ 59.68**	**$ 112.38**
14	2.0 Inch	5.33	$ 274.80	$ 0.32	**$ 275.11**	**$ 89.51**	**$ 185.60**
15	3.0 Inch	10.00	$ 515.24	$ 0.32	**$ 515.56**	**$ 183.96**	**$ 331.60**
16	4.0 Inch	16.67	$ 858.74	$ 0.32	**$ 859.05**	**$ 323.13**	**$ 535.92**
17	6.0 Inch	33.33	$ 1,717.47	$ 0.32	**$ 1,717.79**	**$ 656.17**	**$ 1,061.62**
18	8.0 Inch	53.33	$ 2,747.96	$ 0.32	**$ 2,748.28**	**$ 1,202.94**	**$ 1,545.34**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Description	[A] Capacity Ratio	[B] Meter Charge	[C] Customer Charge	[D] Proposed Fixed Charge	[E] Existing Fixed Charge	[F] Difference
	Monthly Fixed Charge (Cont.):						
	Fire Service						
19	5/8 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**	**$ 24.89**	**$ (21.91)**
20	3/4 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**	**$ 24.89**	**$ (21.91)**
21	1.0 Inch	1.67	$ 4.44	$ 0.32	**$ 4.76**	**N/A**	**N/A**
22	1.5 Inch	3.33	$ 8.89	$ 0.32	**$ 9.21**	**N/A**	**N/A**
23	2.0 Inch	5.33	$ 14.22	$ 0.32	**$ 14.54**	**N/A**	**N/A**
24	3.0 Inch	10.00	$ 26.67	$ 0.32	**$ 26.98**	**N/A**	**N/A**
25	4.0 Inch	16.67	$ 44.44	$ 0.32	**$ 44.76**	**$ 41.18**	**$ 3.58**
26	6.0 Inch	33.33	$ 88.89	$ 0.32	**$ 89.20**	**$ 119.60**	**$ (30.40)**
27	8.0 Inch	53.33	$ 142.22	$ 0.32	**$ 142.54**	**$ 254.80**	**$ (112.26)**
28	10.0 Inch	76.67	$ 204.44	$ 0.32	**$ 204.76**	**$ 458.23**	**$ (253.47)**
29	12.0 Inch	143.33	$ 382.22	$ 0.32	**$ 382.53**	**$ 740.17**	**$ (357.64)**

Line No:	Description	Base Rate	Peaking Rate	Proposed Rate ($/CCF)	Existing Rate ($/CCF)	Difference	Tier Differential
	Volumetric Rates Per 100 Cubic Feet:						
	Residential						
30	Tier 1 (0-11 Units)	$ 2.41	$ 1.29	**$ 3.70**	**$ 3.15**	**$ 0.55**	**1.0000**
31	Tier 2 (11+ Units)	$ 2.41	$ 2.08	**$ 4.49**	**$ 3.90**	**$ 0.59**	**1.2137**
	Non-Residential						
32	All Flow	$ 2.41	$ 1.86	**$ 4.26**	**$ 3.73**	**$ 0.53**	**1.0000**
	Water Adjudication Fee						
33	All Flow	$ 1.10	$ -	**$ 1.10**	**$ 1.77**	**$ (0.67)**	**1.0000**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Customer Class	Annual Use (CCF)	Peaking Costs	Peaking Unit Cost
	Residential			
1	Tier 1 (0-11 Units)	378,803	$ 488,978	$ 1.2908
2	Tier 2 (11+ Units)	166,119	$ 345,728	$ 2.0812
	Non-Residential			
3	All Flow	550,963	$ 1,022,442	$ 1.8557
4	**Total**	**1,095,885**	**$ 1,857,147**	

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendix C | Sewer Cost-of-Service Analysis

WILLDAN
FINANCIAL SERVICES

APPENDIX - C

CITY OF SAN JACINTO, CA

ALLOCATION OF TEST YEAR COSTS TO SEWER FUNCTION

Test Year Revenue Requirement			
Line No:	**Expense Group**	**FY 2026**	
1	Collection	$	738,800
2	Administration		963,952
3	Pumping		7,800
4	Customer Service		750
5	Existing Bond DS		-
6	New Bond DS		-
7	CIP		1,061,812
8	Capital Outlay		-
9	**Total**	**$**	**2,773,114**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER CUSTOMER ACCOUNT & STENGTH CHARACTERISTICS BY CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	Total Customers	Total EDUs [1]	CCF Flows [2]	Calculated EDUs
	Single Residential				
1	Single Residential	3,747	3,775	488,334	3,700
2	Single Apartment	1	1	284	2
3	**Sub-Total Single Residential**	**3,748**	**3,776**	**488,618**	**3,702**
	Multiple Residential				
4	Apt/Condos per Unit	46	538	68,756	521
5	Multiple Residential Units	13	21	2,961	22
6	Multiple Units	217	558	55,644	422
7	**Sub-Total Multiple Residential**	**276**	**1,117**	**127,361**	**965**
	Mobile Home Park				
8	12 units x 8.22	1	12	396	3
9	76 units x 8.22	1	76	5,937	45
10	MH/RV Parks per Unit	11	475	41,610	315
11	**Sub-Total Mobile Home Park**	**13**	**563**	**47,943**	**363**
	Commercial				
12	Commercial - 1 Unit	63	63	17,517	133
13	Commercial per Unit	21	41	13,663	104
14	Commercial/Industrial [3]	106	152	20,123	152
15	**Sub-Total Commercial**	**190**	**256**	**51,302**	**389**
	Church				
16	Church per Unit	2	2	287	2
17	Church - per water use [3]	18	35	4,571	35
18	**Sub-Total Church**	**20**	**37**	**4,857**	**37**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER CUSTOMER ACCOUNT & STENGTH CHARACTERISTICS BY CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	Total Customers	Total EDUs [1]	CCF Flows [2]	Calculated EDUs
	Hotel/Motel				
19	Hotel/Motel - 1 Unit	1	1	1,131	9
20	Hotel/Motel per Unit	6	54	6,376	48
21	**Sub-Total Hotel/Motel**	**7**	**55**	**7,507**	**57**
	Restaurant				
22	Restaurant - per water use [3]	7	15	2,012	15
23	**Sub-Total Restaurant**	**7**	**15**	**2,012**	**15**
	School				
24	Park Hill Elementary	1	1	-	1
25	School - per water use [3]	15	200	26,399	200
26	**Sub-Total School**	**16**	**201**	**26,399**	**201**
27	**Sewer System Total**	**4,277**	**6,020**	**755,999**	**5,728**

Notes:

[1] For all customers, EDUs are based on the number of dwelling units with the exception of those non-residential customers billed based on monthly water usage. Please refer to footnote [3] below regarding how the EDUs are calculate for these customer classifications.

[2] Assumed annual residential sewer flows were calculated by taking the average winter consumption for the lowest three months of the most recent full fiscal year of water customer data provided, then determining the factor of the winter average usage to the total annual average monthly water usage for the most recent full fiscal year of water customer data provided. This factor was then applied to the projected monthly average "Test Year" water flows to determine the "Test Year" annual sewer flows.

[3] These non-residential customers are billed based on monthly sewer flow. Therefore, total EDUs are calculated by dividing the annual water usage by 11 CCF and then by 12 months to determine the monthly EDUs. Based on historical monthly usage per residential customer, one (1) Equivalent Dwelling Unit (EDU) equals 11 CCF.

APPENDIX - C

CITY OF SAN JACINTO, CA

ALLOCATION OF SEWER COSTS - TEST YEAR FY 2026

Line No:	Description	Sewer Costs	Sewer	Total
	Allocation Factors:			
1	Collection		100.00%	100.00%
2	Administration		100.00%	100.00%
3	Pumping		100.00%	100.00%
4	Customer Service		100.00%	100.00%
5	CIP		100.00%	100.00%
6	Capital Outlay		100.00%	100.00%
7	Existing Bond DS		100.00%	100.00%
8	New Bond DS		100.00%	100.00%
	Allocation of Costs:			
9	Collection	$ 738,800	$ 738,800	$ 738,800
10	Administration	963,952	963,952	963,952
11	Pumping	7,800	7,800	7,800
12	Customer Service	750	750	750
13	CIP	1,061,812	1,061,812	1,061,812
14	Capital Outlay	-	-	-
15	Existing Bond DS	-	-	-
16	New Bond DS	-	-	-
17	Non-Rate Rev & Fund Balance	(2,015,811)	(2,015,811)	(2,015,811)
18	**Total**	**$ 757,303**	**$ 757,303**	$ 757,303
	Total Units of Service		**6,020**	
	Units		**EDUs/Monthly**	
	Cost Per Unit		**$ 10.48**	
	Units		**EDUs/Monthly**	

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER COST OF SERVICE BY COST COMPONENT AND CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	[A] Sewer	[B] Total
	Single Residential		
1	Single Residential	$ 474,863	$ 474,863
2	Single Apartment	126	126
3	**Sub-Total Single Residential**	**$ 474,989**	**$ 474,989**
	Multiple Residential		
4	Apt/Condos per Unit	$ 67,676	$ 67,676
5	Multiple Residential Units	2,642	2,642
6	Multiple Units	70,192	70,192
7	**Sub-Total Multiple Residential**	**$ 140,509**	**$ 140,509**
	Mobile Home Park		
8	12 units x 8.22	$ 1,509	$ 1,509
9	76 units x 8.22	9,560	9,560
10	MH/RV Parks per Unit	59,751	59,751
11	**Sub-Total Mobile Home Park**	**$ 70,821**	**$ 70,821**
	Commercial		
12	Commercial - 1 Unit	$ 7,925	$ 7,925
13	Commercial per Unit	5,157	5,157
14	Commercial/Industrial	19,177	19,177
15	**Sub-Total Commercial**	**$ 32,259**	**$ 32,259**
	Church		
16	Church per Unit	$ 252	$ 252
17	Church - Per Water Use	4,356	4,356
18	**Sub-Total Church**	**$ 4,607**	**$ 4,607**
	Hotel/Motel		
19	Hotel/Motel - 1 Unit	$ 126	$ 126
20	Hotel/Motel per Unit	6,793	6,793
21	**Sub-Total Hotel/Motel**	**$ 6,919**	**$ 6,919**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER COST OF SERVICE BY COST COMPONENT AND CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	[A]	[B]
		Sewer	Total
	Restaurant		
22	Restaurant - Per Water Use	$ 1,917	$ 1,917
23	**Sub-Total Restaurant**	**$ 1,917**	**$ 1,917**
	School		
24	Park Hill Elementary	$ 126	$ 126
25	School - Per Water Use	25,157	25,157
26	**Sub-Total School**	**$ 25,283**	**$ 25,283**
27	**Total**	**$ 757,303**	**$ 757,303**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Customer Class	[A] Fixed Rate Costs	[B] Monthly Dwelling Units	[C] Proposed Monthly Fixed Fee	[D] Existing Monthly Fixed Fee	[E] Monthly Fixed Fee Difference	[F] Volumetric Rate Costs	[G] Billable Annual Volume (CCF)	[H] Proposed Volumetric Rate	[I] Existing Volumetric Rate	[J] Volumetric Rate Difference
	Residential Classes										
	Single Residential										
1	Single Residential	$ 474,863	3,775	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
2	Single Apartment	126	1	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Multiple Residential										
3	Apt/Condos per Unit	$ 67,676	538	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
4	Multiple Residential Units	2,642	21	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
5	Multiple Units	70,192	558	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Mobile Home Park										
6	12 units x 8.22	$ 1,509	12	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
7	76 units x 8.22	9,560	76	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
8	MH/RV Parks per Unit	59,751	475	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Non-Residential Classes										
	Commercial										
9	Commercial - 1 Unit	$ 7,925	63	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
10	Commercial per Unit	5,157	41	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
11	Commercial/Industrial	N/A	N/A	N/A	N/A	N/A	19,177	20,123	$ 0.95	$ 0.75	$ 0.20
	Church										
12	Church per Unit	$ 252	2	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
13	Church - Per Water Use	N/A	N/A	N/A	N/A	N/A	4,356	4,571	$ 0.95	$ 0.75	$ 0.20
	Hotel/Motel										
14	Hotel/Motel - 1 Unit	$ 126	1	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
15	Hotel/Motel per Unit	6,793	54	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Restaurant										
16	Restaurant - Per Water Use	N/A	N/A	N/A	N/A	N/A	1,917	2,012	$ 0.95	$ 0.75	$ 0.20
	School										
17	Park Hill Elementary	$ 126	1	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
18	School - Per Water Use	N/A	N/A	N/A	N/A	N/A	25,157	26,399	$ 0.95	$ 0.75	$ 0.20
19	**Total**	**$ 706,697**	**5,618**				**$ 50,606**	**53,104**			

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER REVENUE VS COST OF SERVICE BY CUSTOMER CLASS CHECK - TEST YEAR FY 2026

Line No:	Customer Class	[A] Monthly Dwelling Units	[B] Proposed Monthly Fixed Fee	[C]=[A]*[B]*12 Total Fixed Fee Revenue	[D] Billable Annual Volume (CCF)	[E] Proposed Volumetric Rate	[F]=[D]*[E] Total Volumetric Rate Revenues	[G]=[C]+[F] Total Calculated Revenues	[H] Total COS Revenues	[I]=[H]-[G] Difference Calc vs COS
	Single Residential									
1	Single Residential	3,775	$ 10.48	$ 474,863	N/A	N/A	N/A	$ 474,863	$ 474,863	$ -
2	Single Apartment	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
	Multiple Residential									
3	Apt/Condos per Unit	538	$ 10.48	$ 67,676	N/A	N/A	N/A	$ 67,676	$ 67,676	$ -
4	Multiple Residential Units	21	$ 10.48	$ 2,642	N/A	N/A	N/A	$ 2,642	$ 2,642	$ -
5	Multiple Units	558	$ 10.48	$ 70,192	N/A	N/A	N/A	$ 70,192	$ 70,192	$ -
	Mobile Home Park									
6	12 units x 8.22	12	$ 10.48	$ 1,509	N/A	N/A	N/A	$ 1,509	$ 1,509	$ -
7	76 units x 8.22	76	$ 10.48	$ 9,560	N/A	N/A	N/A	$ 9,560	$ 9,560	$ -
8	MH/RV Parks per Unit	475	$ 10.48	$ 59,751	N/A	N/A	N/A	$ 59,751	$ 59,751	$ -
	Commercial									
9	Commercial - 1 Unit	63	$ 10.48	$ 7,925	N/A	N/A	N/A	$ 7,925	$ 7,925	$ -
10	Commercial per Unit	41	$ 10.48	$ 5,157	N/A	N/A	N/A	$ 5,157	$ 5,157	$ -
11	Commercial/Industrial	152	N/A	N/A	20,123	$ 0.95	$ 19,177	$ 19,177	$ 19,177	$ -
	Church									
12	Church per Unit	2	$ 10.48	$ 252	N/A	N/A	N/A	$ 252	$ 252	$ -
13	Church - per water use	35	N/A	N/A	4,571	$ 0.95	$ 4,356	$ 4,356	$ 4,356	$ -
	Hotel/Motel									
14	Hotel/Motel - 1 Unit	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
15	Hotel/Motel per Unit	54	$ 10.48	$ 6,793	N/A	N/A	N/A	$ 6,793	$ 6,793	$ -
	Restaurant									
16	Restaurant - per water use	15	N/A	N/A	2,012	$ 0.95	$ 1,917	$ 1,917	$ 1,917	$ -
	School									
17	Park Hill Elementary	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
18	School - per water use	200	N/A	N/A	26,399	$ 0.95	$ 25,157	$ 25,157	$ 25,157	$ -
19	**Total**	**6,020**		$ 706,697	**53,104**		$ 50,606	$ 757,303	$ 757,303	$ -

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendix D | 10-Year Financial Projections

WILLDAN
FINANCIAL SERVICES

APPENDIX - D
CITY OF SAN JACINTO, CA
WATER & SEWER SYSTEM
PROJECTED OPERATING RESULTS - WATER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	REVENUES										
	Operating Revenues										
1	Water Service Charges	$ 9,454,184	$ 11,584,621	$ 14,740,837	$ 16,163,493	$ 16,806,088	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456
	Other Operating Revenues										
2	Water Connection Fees	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
3	Sewer Connection Fees	-	-	-	-	-	-	-	-	-	-
4	Miscellaneous Revenues	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Other Non-Operating Revenues										
5	Interest	177,500	177,500	177,500	177,500	177,500	177,500	177,500	177,500	177,500	177,500
6	**Total Revenues**	**$ 9,684,184**	**$ 11,814,621**	**$ 14,970,837**	**$ 16,393,493**	**$ 17,036,088**	**$ 17,284,456**	**$ 17,284,456**	**$ 17,284,456**	**$ 17,284,456**	**$ 17,284,456**
	Current Expenses										
7	Water Fund	$ 7,546,416	$ 7,425,877	$ 7,840,728	$ 8,285,541	$ 8,762,876	$ 9,275,543	$ 9,826,606	$ 10,419,415	$ 11,057,641	$ 11,745,297
8	Sewer Fund	-	-	-	-	-	-	-	-	-	-
9	**Total Current Expenses**	**$ 7,546,416**	**$ 7,425,877**	**$ 7,840,728**	**$ 8,285,541**	**$ 8,762,876**	**$ 9,275,543**	**$ 9,826,606**	**$ 10,419,415**	**$ 11,057,641**	**$ 11,745,297**
10	**Income Available for Debt Service**	**$ 2,137,768**	**$ 4,388,744**	**$ 7,130,109**	**$ 8,107,952**	**$ 8,273,212**	**$ 8,008,913**	**$ 7,457,850**	**$ 6,865,041**	**$ 6,226,815**	**$ 5,539,159**
	DEBT SERVICE										
	Parity Indebtedness										
11	2015 Installment Sale Agreement	$ 251,585	$ 264,660	$ 278,462	$ 293,031	$ 308,410	$ 324,643	$ 341,776	$ 359,859	$ 378,946	$ 399,092
12	2025 Installment Purchase Agreement	678,128	677,715	678,429	677,561	678,109	677,988	678,197	677,758	677,584	677,676
	Total Parity Indebtedness	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
13	**Total Indebtedness**	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
14	**Net Results of Operations**	**$ 1,208,055**	**$ 3,446,369**	**$ 6,173,218**	**$ 7,137,360**	**$ 7,286,693**	**$ 7,006,282**	**$ 6,437,877**	**$ 5,827,424**	**$ 5,170,285**	**$ 4,462,391**
	DEBT SERVICE COVERAGE										
	Debt Service Coverage - Total Indebtedness										
	Excluding RSF										
15	Calculated	2.30	4.66	7.45	8.35	8.39	7.99	7.31	6.62	5.89	5.14
16	Targeted	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
17	Required	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20

APPENDIX - D
CITY OF SAN JACINTO, CA
WATER & SEWER SYSTEM
PROJECTED OPERATING RESULTS - WATER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
18	Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	Transfers Out	-	-	-	-	-	-	-	-	-	-
20	Transfers In	-	-	-	-	-	-	-	-	-	-
21	**Net Results**	**$ 1,208,055**	**$ 3,446,369**	**$ 6,173,218**	**$ 7,137,360**	**$ 7,286,693**	**$ 7,006,282**	**$ 6,437,877**	**$ 5,827,424**	**$ 5,170,285**	**$ 4,462,391**
	RESERVE FUND BALANCE ACTIVITY										
	Operating Fund - Water										
22	Beginning Fund Balance	$ 3,447,802	$ 2,481,013	$ 2,441,384	$ 2,577,774	$ 2,724,013	$ 2,880,946	$ 3,049,494	$ 3,230,665	$ 3,425,561	$ 3,635,389
23	Deposit/(Withdrawal) from Operations	1,208,055	3,446,369	6,173,218	7,137,360	7,286,693	7,006,282	6,437,877	5,827,424	5,170,285	4,462,391
24	Transfer from/(to) Capital Reserve Fund	(2,124,844)	(3,435,998)	(5,986,829)	(6,941,120)	(7,079,761)	(6,787,734)	(6,206,706)	(5,582,528)	(4,910,457)	(4,186,312)
25	Transfer to Capital Fund - Water Capital Imp.	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
26	**Ending Fund Balance**	**$ 2,481,013**	**$ 2,441,384**	**$ 2,577,774**	**$ 2,724,013**	**$ 2,880,946**	**$ 3,049,494**	**$ 3,230,665**	**$ 3,425,561**	**$ 3,635,389**	**$ 3,861,468**
27	**Targeted Fund Balance**	**$ 2,481,013**	**$ 2,441,384**	**$ 2,577,774**	**$ 2,724,013**	**$ 2,880,946**	**$ 3,049,494**	**$ 3,230,665**	**$ 3,425,561**	**$ 3,635,389**	**$ 3,861,468**
28	**Variance**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
29	**Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
30	**Targeted Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
	Capital Fund - Water										
31	Beginning Fund Balance	$ 1,097,113	$ 1,271,957	$ 505,455	$ 864,408	$ 794,016	$ 2,028,571	$ 5,675,600	$ 8,247,042	$ 11,346,789	$ 14,238,808
32	Transfer from/(to) Operating Fund	2,124,844	3,435,998	5,986,829	6,941,120	7,079,761	6,787,734	6,206,706	5,582,528	4,910,457	4,186,312
33	Water Capital Improvement Revenue	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
34	Cash Funded Capital Projects	(2,000,000)	(4,252,500)	(5,677,875)	(7,061,513)	(5,895,206)	(3,190,704)	(3,685,264)	(2,532,781)	(2,068,438)	(2,326,992)
35	**Ending Fund Balance**	**$ 1,271,957**	**$ 505,455**	**$ 864,408**	**$ 794,016**	**$ 2,028,571**	**$ 5,675,600**	**$ 8,247,042**	**$ 11,346,789**	**$ 14,238,808**	**$ 16,148,129**
	Water Enterprise Reserves										
36	Beginning Fund Balance	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619
37	Revenues Toward Debt Service Payment	929,713	942,375	956,891	970,592	986,519	1,002,631	1,019,973	1,037,617	1,056,530	1,076,768
38	Annual Debt Service Payment	(929,713)	(942,375)	(956,891)	(970,592)	(986,519)	(1,002,631)	(1,019,973)	(1,037,617)	(1,056,530)	(1,076,768)
39	**Ending Fund Balance**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**
40	**Total Fund Balance - Water**	**$ 4,902,589**	**$ 4,096,458**	**$ 4,591,801**	**$ 4,667,648**	**$ 6,059,135**	**$ 9,874,713**	**$ 12,627,326**	**$ 15,921,969**	**$ 19,023,816**	**$ 21,159,215**

APPENDIX - D

CITY OF SAN JACINTO, CA

WATER & SEWER SYSTEM

PROJECTED OPERATING RESULTS - SEWER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	REVENUES										
	Operating Revenues										
1	Sewer Maintenance Fees	$ 757,303	$ 889,781	$ 1,201,070	$ 1,400,474	$ 1,442,386	$ 1,485,726	$ 1,530,503	$ 1,576,719	$ 1,624,037	$ 1,672,461
2	EMWD Sewer Maintenance Fees	$ 1,487,217	$ 1,225,810	$ 1,227,921	$ 1,230,185	$ 1,232,449	$ 1,234,712	$ 1,236,976	$ 1,239,240	$ 1,241,504	$ 1,243,767
	Other Operating Revenues										
3	Water Connection Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Sewer Connection Fees	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
5	Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
	Other Non-Operating Revenues										
6	Interest	63,750	63,750	63,750	63,750	63,750	63,750	63,750	63,750	63,750	63,750
7	**Total Revenues**	**$ 2,338,270**	**$ 2,209,341**	**$ 2,522,741**	**$ 2,724,409**	**$ 2,768,585**	**$ 2,814,188**	**$ 2,861,229**	**$ 2,909,709**	**$ 2,959,291**	**$ 3,009,978**
	Current Expenses										
8	Water Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Sewer Fund	1,711,302	1,779,913	1,851,557	1,926,384	2,004,555	2,086,230	2,171,587	2,260,811	2,354,097	2,451,654
10	**Total Current Expenses**	**$ 1,711,302**	**$ 1,779,913**	**$ 1,851,557**	**$ 1,926,384**	**$ 2,004,555**	**$ 2,086,230**	**$ 2,171,587**	**$ 2,260,811**	**$ 2,354,097**	**$ 2,451,654**
11	**Income Available for Debt Service**	**$ 626,968**	**$ 429,428**	**$ 671,184**	**$ 798,025**	**$ 764,030**	**$ 727,958**	**$ 689,642**	**$ 648,898**	**$ 605,194**	**$ 558,324**
12	**Net Results of Operations**	**$ 626,968**	**$ 429,428**	**$ 671,184**	**$ 798,025**	**$ 764,030**	**$ 727,958**	**$ 689,642**	**$ 648,898**	**$ 605,194**	**$ 558,324**
	DEBT SERVICE COVERAGE										
	Debt Service Coverage - Total Indebtedness										
13	Calculated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
14	Targeted	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
15	Required	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
16	Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17	Transfers Out	-	-	-	-	-	-	-	-	-	-
18	Transfers In	-	-	-	-	-	-	-	-	-	-
19	**Net Results**	**$ 626,968**	**$ 429,428**	**$ 671,184**	**$ 798,025**	**$ 764,030**	**$ 727,958**	**$ 689,642**	**$ 648,898**	**$ 605,194**	**$ 558,324**

APPENDIX - D

CITY OF SAN JACINTO, CA

WATER & SEWER SYSTEM

PROJECTED OPERATING RESULTS - SEWER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	RESERVE FUND BALANCE ACTIVITY										
	Operating Fund - Sewer										
20	Beginning Fund Balance	$ 1,932,985	$ 562,620	$ 585,177	$ 608,731	$ 633,332	$ 659,032	$ 685,884	$ 713,946	$ 743,280	$ 773,950
21	Deposit/(Withdrawal) from Operations	626,968	429,428	671,184	798,025	764,030	727,958	689,642	648,898	605,194	558,324
22	Transfer from/(to) Capital Reserve Fund	(1,967,333)	(376,871)	(617,630)	(743,424)	(708,330)	(671,106)	(631,579)	(589,564)	(544,525)	(496,250)
23	Transfer to Capital Fund - Sewer Connection Fee	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)
24	**Ending Fund Balance**	**$ 562,620**	**$ 585,177**	**$ 608,731**	**$ 633,332**	**$ 659,032**	**$ 685,884**	**$ 713,946**	**$ 743,280**	**$ 773,950**	**$ 806,023**
25	**Targeted Fund Balance**	**$ 562,620**	**$ 585,177**	**$ 608,731**	**$ 633,332**	**$ 659,032**	**$ 685,884**	**$ 713,946**	**$ 743,280**	**$ 773,950**	**$ 806,023**
26	**Variance**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
27	**Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
28	**Targeted Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
	Capital Fund - Sewer										
29	Beginning Fund Balance	$ 155,538	$ 1,091,059	$ 421,680	$ 325,121	$ 403,970	$ 656,097	$ 1,165,761	$ 1,559,321	$ 1,897,465	$ 2,176,499
30	Transfer from/(to) Operating Fund	1,967,333	376,871	617,630	743,424	708,330	671,106	631,579	589,564	544,525	496,250
31	Sewer Connection Fee Revenue	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
32	Cash Funded Capital Projects	(1,061,812)	(1,076,250)	(744,188)	(694,576)	(486,203)	(191,442)	(268,019)	(281,420)	(295,491)	(325,779)
33	**Ending Fund Balance**	**$ 1,091,059**	**$ 421,680**	**$ 325,121**	**$ 403,970**	**$ 656,097**	**$ 1,165,761**	**$ 1,559,321**	**$ 1,897,465**	**$ 2,176,499**	**$ 2,376,970**
34	**Total Fund Balance - Sewer**	**$ 1,653,678**	**$ 1,006,856**	**$ 933,852**	**$ 1,037,301**	**$ 1,315,128**	**$ 1,851,644**	**$ 2,273,267**	**$ 2,640,745**	**$ 2,950,448**	**$ 3,182,993**

APPENDIX - D

CITY OF SAN JACINTO, CA

WATER & SEWER SYSTEM

PROJECTED OPERATING RESULTS - COMBINED SYSTEM

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	REVENUES										
	Operating Revenues										
1	Water Service Charges	$ 9,454,184	$ 11,584,621	$ 14,740,837	$ 16,163,493	$ 16,806,088	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456
2	Sewer Maintenance Fees	$ 757,303	$ 889,781	$ 1,201,070	$ 1,400,474	$ 1,442,386	$ 1,485,726	$ 1,530,503	$ 1,576,719	$ 1,624,037	$ 1,672,461
3	EMWD Sewer Maintenance Fees	$ 1,487,217	$ 1,225,810	$ 1,227,921	$ 1,230,185	$ 1,232,449	$ 1,234,712	$ 1,236,976	$ 1,239,240	$ 1,241,504	$ 1,243,767
	Other Operating Revenues										
4	Water Connection Fees	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
5	Sewer Connection Fees	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
6	Miscellaneous Revenues	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Other Non-Operating Revenues										
7	Interest	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250
8	**Total Revenues**	**$ 12,022,454**	**$ 14,023,962**	**$ 17,493,578**	**$ 19,117,902**	**$ 19,804,673**	**$ 20,098,644**	**$ 20,145,685**	**$ 20,194,165**	**$ 20,243,747**	**$ 20,294,434**
	Current Expenses										
9	Water Fund	$ 7,546,416	$ 7,425,877	$ 7,840,728	$ 8,285,541	$ 8,762,876	$ 9,275,543	$ 9,826,606	$ 10,419,415	$ 11,057,641	$ 11,745,297
10	Sewer Fund	1,711,302	1,779,913	1,851,557	1,926,384	2,004,555	2,086,230	2,171,587	2,260,811	2,354,097	2,451,654
11	**Total Current Expenses**	**$ 9,257,718**	**$ 9,205,790**	**$ 9,692,285**	**$ 10,211,925**	**$ 10,767,431**	**$ 11,361,773**	**$ 11,998,193**	**$ 12,680,226**	**$ 13,411,738**	**$ 14,196,951**
12	**Income Available for Debt Service**	**$ 2,764,736**	**$ 4,818,172**	**$ 7,801,293**	**$ 8,905,977**	**$ 9,037,242**	**$ 8,736,871**	**$ 8,147,492**	**$ 7,513,939**	**$ 6,832,009**	**$ 6,097,483**
	DEBT SERVICE										
	Parity Indebtedness										
13	2015 Installment Sale Agreement	$ 251,585	$ 264,660	$ 278,462	$ 293,031	$ 308,410	$ 324,643	$ 341,776	$ 359,859	$ 378,946	$ 399,092
14	2025 Installment Purchase Agreement	678,128	677,715	678,429	677,561	678,109	677,988	678,197	677,758	677,584	677,676
	Total Parity Indebtedness	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
15	**Total Indebtedness**	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
16	**Net Results of Operations**	**$ 1,835,023**	**$ 3,875,797**	**$ 6,844,402**	**$ 7,935,385**	**$ 8,050,723**	**$ 7,734,240**	**$ 7,127,519**	**$ 6,476,322**	**$ 5,775,479**	**$ 5,020,715**
	DEBT SERVICE COVERAGE										
	Debt Service Coverage - Total Indebtedness										
17	Calculated	2.97	5.11	8.15	9.18	9.16	8.71	7.99	7.24	6.47	5.66
18	Targeted	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
19	Required	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20

APPENDIX - D
CITY OF SAN JACINTO, CA
WATER & SEWER SYSTEM
PROJECTED OPERATING RESULTS - COMBINED SYSTEM

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
20	Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	Transfers Out	-	-	-	-	-	-	-	-	-	-
22	Transfers In	-	-	-	-	-	-	-	-	-	-
23	**Net Results**	**$ 1,835,023**	**$ 3,875,797**	**$ 6,844,402**	**$ 7,935,385**	**$ 8,050,723**	**$ 7,734,240**	**$ 7,127,519**	**$ 6,476,322**	**$ 5,775,479**	**$ 5,020,715**
	RESERVE FUND BALANCE ACTIVITY										
	Operating Fund - Combined System										
24	Beginning Fund Balance	$ 5,380,787	$ 3,043,633	$ 3,026,561	$ 3,186,505	$ 3,357,345	$ 3,539,977	$ 3,735,377	$ 3,944,611	$ 4,168,841	$ 4,409,339
25	Deposit/(Withdrawal) from Operations	1,835,023	3,875,797	6,844,402	7,935,385	8,050,723	7,734,240	7,127,519	6,476,322	5,775,479	5,020,715
26	Transfer from/(to) Capital Reserve Fund	(4,092,177)	(3,812,869)	(6,604,458)	(7,684,544)	(7,788,091)	(7,458,840)	(6,838,285)	(6,172,092)	(5,454,982)	(4,682,563)
27	Transfer to Capital Fund - Water Capital Imp.	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)
28	**Ending Fund Balance**	**$ 3,043,633**	**$ 3,026,561**	**$ 3,186,505**	**$ 3,357,345**	**$ 3,539,977**	**$ 3,735,377**	**$ 3,944,611**	**$ 4,168,841**	**$ 4,409,339**	**$ 4,667,491**
29	**Targeted Fund Balance**	**$ 3,043,633**	**$ 3,026,561**	**$ 3,186,505**	**$ 3,357,345**	**$ 3,539,977**	**$ 3,735,377**	**$ 3,944,611**	**$ 4,168,841**	**$ 4,409,339**	**$ 4,667,491**
30	**Variance**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
31	**Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
32	**Targeted Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
	Capital Fund - Combined System										
33	Beginning Fund Balance	$ 1,252,650	$ 2,363,015	$ 927,134	$ 1,189,530	$ 1,197,985	$ 2,684,667	$ 6,841,361	$ 9,806,363	$ 13,244,254	$ 16,415,307
34	Transfer from/(to) Operating Fund	4,092,177	3,812,869	6,604,458	7,684,544	7,788,091	7,458,840	6,838,285	6,172,092	5,454,982	4,682,563
35	Water Capital Improvement Revenue	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
36	Sewer Connection Fee Revenue	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
37	Cash Funded Capital Projects	(3,061,812)	(5,328,750)	(6,422,063)	(7,756,089)	(6,381,409)	(3,382,146)	(3,953,283)	(2,814,201)	(2,363,929)	(2,652,771)
38	**Ending Fund Balance**	**$ 2,363,015**	**$ 927,134**	**$ 1,189,530**	**$ 1,197,985**	**$ 2,684,667**	**$ 6,841,361**	**$ 9,806,363**	**$ 13,244,254**	**$ 16,415,307**	**$ 18,525,099**
39	**Variance**	**$ 916,081**	**$ (554,526)**	**$ (327,690)**	**$ (355,648)**	**$ 1,093,747**	**$ 5,212,258**	**$ 8,138,162**	**$ 11,536,016**	**$ 14,666,071**	**$ 16,733,881**
	Water Enterprise Reserves										
40	Beginning Fund Balance	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619
41	Revenues Toward Debt Service Payment	929,713	942,375	956,891	970,592	986,519	1,002,631	1,019,973	1,037,617	1,056,530	1,076,768
42	Annual Debt Service Payment	(929,713)	(942,375)	(956,891)	(970,592)	(986,519)	(1,002,631)	(1,019,973)	(1,037,617)	(1,056,530)	(1,076,768)
43	**Ending Fund Balance**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**
44	**Total Fund Balance - Combined System**	**$ 6,556,267**	**$ 5,103,314**	**$ 5,525,653**	**$ 5,704,949**	**$ 7,374,263**	**$ 11,726,357**	**$ 14,900,593**	**$ 18,562,714**	**$ 21,974,264**	**$ 24,342,208**

WILLDAN
FINANCIAL SERVICES

27368 Via Industria, Suite 200
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NOTICE OF PUBLIC HEARING REGARDING
PROPOSED CHANGES TO WATER RATES

Hearing Date & Time: August 4, 2026, 6:30 PM
Hearing Location: San Jacinto Community Center
625 S. Pico Avenue, San Jacinto, CA 92583

Why are you receiving this notice?

The City of San Jacinto (City) is mailing this notice to you because you are a water customer, or record owner of property, that receives water service from the City. This notice is being provided pursuant to Article XIII D of the California Constitution (commonly referred to as "Proposition 218"), which requires the City to notify property owners and customers of proposed changes to property-related fees, including water service charges. This notice describes proposed changes to the City's water rates and provides information regarding the Public Hearing at which the City Council will consider the adoption of the proposed rates. **The Public Hearing will be held on August 4, 2026, at 6:30 PM, or as soon thereafter as the matter may be heard, at the San Jacinto Community Center, 625 S. Pico Avenue, San Jacinto, California 92583.** If adopted, the proposed rates for water service will be in effect for service provided on and after January 1, 2027.

What do <u>water</u> rates fund?

The City of San Jacinto operates and maintains a water utility system that provides water service to residential, commercial, industrial, institutional, and other customers throughout the City's water service area. The City owns and operates a water distribution system serving a portion of the City of San Jacinto within approximately four square miles in the southwesterly portion of Riverside County. The City's service area is located near the base of the San Jacinto Mountains and is generally bounded by the City of Beaumont to the north, the City of Hemet to the south, and the City of Moreno Valley to the west. The San Jacinto Basin covers approximately 60 square miles and serves as a natural groundwater storage reservoir and filtration system supplying water to the region. The basin is recharged through rainfall, surface runoff from surrounding mountains and hills, return flows, and groundwater replenishment activities utilizing imported water supplies.

The City's water distribution system supports both domestic water demands and emergency fire flow protection and must be maintained to ensure adequate system reliability, operational flexibility, water quality, and water pressure throughout varying demand conditions. The City currently provides water service to approximately 4,666 customers within its service area and is projected to continue growing over the long-term planning horizon. Water rates are the primary source of revenue used to fund the operation, maintenance, repair, rehabilitation, replacement, and improvement of the City's water utility infrastructure and facilities. Water rate revenues support routine system operations, emergency repairs, water quality monitoring and testing, regulatory compliance activities, administration, reserve funding, and capital improvement projects necessary to maintain reliable water service for current and future customers.

The City has caused to be prepared a comprehensive water rate study to evaluate the current and projected financial condition of the water utility, assess the costs necessary to provide reliable water service, and determine the funding needed to support operations, maintenance, capital improvements, and other utility obligations over the next five years. The study results in a recommended financial plan designed to ensure the utility can meet its projected financial obligations, maintain safe and efficient operations, and preserve adequate reserves for cash flow management, emergencies, and unforeseen system needs. Periodically updating water rates to reflect the actual cost of providing reliable, high-quality water service is essential to maintaining the long-term financial stability and sustainability of the utility. The water rates were designed so that revenues from proposed rates do not exceed the amount required to provide the service, nor will rate revenue be used for purposes other than those for which they are imposed.

Why are water rate changes needed?

The City has evaluated the financial needs of the water utility based on the results of the water rate study and financial planning process completed by an independent consultant. The purpose of the study is to evaluate the current and projected costs of providing water service and determine the level of revenue necessary to support ongoing operations, infrastructure maintenance, capital improvements, regulatory compliance, and financial stability over the planning period.

The City has experienced significant increases in costs associated with operating and maintaining the water utility system, including increases in labor, materials, equipment, chemicals, energy, construction, and contracted services.

In addition, portions of the water system infrastructure require ongoing rehabilitation, replacement, and reinvestment to maintain reliable service and reduce the risk of service interruptions or system failures.

The proposed rate adjustments are intended to provide sufficient revenues to support the continued operation and maintenance of the water utility system, fund necessary capital improvements, fund debt service obligations, maintain prudent reserve levels, and ensure the financial stability of the utility. The proposed rates are based on a cost-of-service methodology intended to allocate costs proportionally among customer classes based on the demand and usage characteristics associated with providing service.

The amount of the proposed rates imposed on any parcel or person as an incident of property ownership will not exceed the proportional cost of the service attributable to that parcel, and no charge will be imposed for service unless the service is actually used by, or immediately available to, the property owner or customer.

How are water rates determined and how do they work?

To develop rates that generate sufficient revenues to meet the fiscal and operational needs of the water utility, the City evaluated projected revenues and expenditures over a multi-year planning period. Revenue requirements include costs associated with operations, maintenance, repair and replacement of aging infrastructure, capital improvements, debt service obligations, administrative support necessary to provide reliable water service, and funding of designated reserves. Maintaining appropriate reserves is critical to the ability of the City to serve its customers, manage cash flow fluctuations, and respond to unforeseen and unpredictable costs. The reserves may only be used to fund costs associated with the water system.

The proposed water rates are designed to recover the cost of providing service in a fair and equitable manner consistent with industry standards and applicable legal requirements. The rates are structured to ensure that customers pay an amount proportional to the cost of serving them based on factors such as meter size, system demand, and water usage characteristics.

The City is proposing to implement the proposed water rates as a series of annual adjustments beginning January 1, 2027, and then each January 1 thereafter through and including January 1, 2031. The following sections summarize the proposed rates, which will go into effect and remain in effect unless modified by future City Council action.

Proposed **Monthly Water Rates – January 1, 2027 through January 1, 2031**

The City is not proposing changes to the existing rate structure but instead is proposing increases to the underlying rates and charges. Proposed water rates consist of 1) a monthly fixed charge based on meter size; 2) a volumetric charge based on metered water consumption per 100 cubic feet (100 cubic feet = 1 unit of water = 748 gallons) for all customers; 3) a fire service monthly fixed charge imposed on customers with dedicated fire service meters; and 4) a Water Adjudication Fee which is an additional volumetric charge imposed on all customers based on metered water consumption per 100 cubic feet of water.

The monthly fixed charge recovers costs associated with maintaining water system infrastructure and ensuring water service is available to customers regardless of usage. The monthly fixed charge also recovers the fixed costs that do not vary based on water service such as customer billing and collection activities. Customers with dedicated fire service meters are also charged a monthly fixed charge for fire service. The fire service monthly fixed charge is in addition to the regular monthly fixed charge and is used to fund the costs associated with providing fire flow capacity and maintaining facilities necessary to support fire protection requirements and demands on the water system. The volumetric charge recovers costs associated with producing, treating, pumping, and distributing water based on actual consumption. Consistent with the City's existing rate structure, all residential customers are charged based on a two-tier volumetric rate structure which varies based on the volume of water consumed per billing cycle. All non-residential customers are charged a uniform volumetric rate where the rate per unit of water remains constant regardless of the volume consumed.

Additionally, all water service customers are charged a Water Adjudication Fee to recover costs associated with groundwater basin management and replenishment activities required under the Hemet-San Jacinto Groundwater Management Program. The Water Adjudication Fee is charged as a uniform volumetric rate based on water consumption and is charged in addition to the monthly fixed charge and volumetric charges described above. The rate structures were designed so that each customer will be charged an amount that represents their proportional share of the City’s cost of serving them, based on their demand and usage characteristics.

Description	Existing Rates	Projected For Fiscal Year Beginning January 1				
		2027	2028	2029	2030	2031
Monthly Fixed Charge:						
All Customers						
5/8 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
3/4 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
1.0 Inch	$ 34.82	$ 86.19	$ 124.98	$ 143.72	$ 150.91	$ 155.44
1.5 Inch	$ 59.68	$ 172.06	$ 249.50	$ 286.92	$ 301.27	$ 310.31
2.0 Inch	$ 89.51	$ 275.11	$ 398.91	$ 458.75	$ 481.69	$ 496.14
3.0 Inch	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.68	$ 929.76
4.0 Inch	$ 323.13	$ 859.05	$ 1,245.63	$ 1,432.47	$ 1,504.09	$ 1,549.22
6.0 Inch	$ 656.17	$ 1,717.79	$ 2,490.79	$ 2,864.41	$ 3,007.63	$ 3,097.86
8.0 Inch	$ 1,202.94	$ 2,748.28	$ 3,985.00	$ 4,582.75	$ 4,811.89	$ 4,956.24
Fire Service						
5/8 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
3/4 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
1.0 Inch	N/A	$ 4.76	$ 6.90	$ 7.94	$ 8.34	$ 8.59
1.5 Inch	N/A	$ 9.21	$ 13.35	$ 15.35	$ 16.12	$ 16.60
2.0 Inch	N/A	$ 14.54	$ 21.08	$ 24.24	$ 25.46	$ 26.22
3.0 Inch	N/A	$ 26.98	$ 39.13	$ 44.99	$ 47.24	$ 48.66
4.0 Inch	$ 41.18	$ 44.76	$ 64.90	$ 74.64	$ 78.37	$ 80.72
6.0 Inch	$ 119.60	$ 89.20	$ 129.35	$ 148.75	$ 156.19	$ 160.87
8.0 Inch	$ 254.80	$ 142.54	$ 206.68	$ 237.68	$ 249.56	$ 257.05
10.0 Inch	$ 458.23	$ 204.76	$ 296.90	$ 341.44	$ 358.51	$ 369.26
12.0 Inch	$ 740.17	$ 382.53	$ 554.67	$ 637.88	$ 669.77	$ 689.86
Construction Meter						
Construction Meter	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.67	$ 929.75
Volumetric Rates Per 100 Cubic Feet:						
Residential						
Tier 1 (0-11 Units)	$ 3.15	$ 3.70	$ 5.36	$ 6.17	$ 6.48	$ 6.67
Tier 2 (11+ Units)	$ 3.90	$ 4.49	$ 6.51	$ 7.49	$ 7.86	$ 8.10
All Non-Residential Customers						
All Flow	$ 3.73	$ 4.26	$ 6.18	$ 7.11	$ 7.46	$ 7.69
Water Adjudication Fee						
All Flow	$ 1.77	$ 1.10	$ 1.60	$ 1.83	$ 1.93	$ 1.98

What is the Impact on your water bill?

Per the proposed rates effective January 1, 2027, the *water* bill for a typical single-family home using 1,100 cubic feet of water per monthly billing period would increase from $59.54 currently, to $92.53 per monthly billing period.

How do you file a protest or participate in the public hearing?

The City will consider the new water rates at a Public Hearing on **Tuesday, August 4, 2026, at 6:30 PM,** or as soon thereafter as the matter may be heard, at the San Jacinto Community Center, 625 S. Pico Avenue, San Jacinto, California 92583. At the Public Hearing, the City Council will consider all oral comments and written protests regarding the proposed rates. ***Any owner or customer of record of a parcel subject to the proposed rates may submit a written protest against the proposed rate revisions. If written protests are filed by a majority of the affected parcels, the proposed rates will not be adopted. If you do not object to the proposed rate revisions, you do not need to take any action.***

Written protests must include the following: 1) a statement indicating that the identified property owner or customer of record is in opposition to the proposed water rate changes; 2) the street address or Assessor's Parcel Number (APN) for the parcel(s) with respect to which the protest is made; and 3) the name and signature of the owner or customer.

Written protests must be mailed, or hand delivered, to the City Clerk at 595 S. San Jacinto Avenue, San Jacinto, California 92583, and received prior to the start of the public hearing on August 4, 2026, or hand delivered to the City Clerk at the Public Hearing on August 4, 2026, before the conclusion of the public comment portion of the Public Hearing. Protests submitted via e-mail or other electronic means will not be accepted. For any written protest, whether mailed or submitted in person to the City Clerk, please identify on the front of the envelope that the enclosed protest is for the Public Hearing on the Proposed Rate Changes – Water Rates.

The City Council will consider all written and oral protests related to the proposed rate changes at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, there will be no more written protests accepted, and no more testimony taken, and the City Council will consider adoption of the proposed rates described in this notice. If written protests, as outlined above, are not presented by a majority of property owners or customers of record, the City Council will be authorized to adopt the proposed rates. While both property owners and customers of record may submit written protests, only one protest will be counted for each parcel. If adopted, the rates for water service will be in effect beginning **January 1, 2027 and increase each January 1, through and including January 1, 2031 as provided above**.

Exhaustion of Administrative Remedies – Written Legal Objection Procedures

Pursuant to California Government Code sections 53759.1 and 53759.2, a person or entity will be prohibited from bringing a judicial action or proceeding alleging that the proposed water rates do not comply with Proposition 218 unless that person or entity has submitted a written legal objection to the proposed rates. This is known as an Exhaustion of Administrative Remedies requirement **and is separate from the Proposition 218 majority Protest process described above**.

Any person or entity that wishes to challenge the proposed water rates must first file a written legal objection that specifies the grounds for alleging the City's noncompliance with the law as described below. Written legal objections must be received by the City **no later than 5:00 p.m., Monday, August 3, 2026**.

Information related to the written basis for the proposed water rate adjustments can be found on the City's website at www.sanjacintoca.gov. You have the right to request that the City mail the written basis for the proposed water rate adjustments directly to you. To request that the written basis be mailed, please call Water Billing at 951-487-7330, Option 1.

Legal objections will only be considered valid if they meet the following procedural and substantive requirements:

- Legal objections **must be in writing**.
- The City Clerk must receive your written legal objections **no later than 5:00 p.m., Monday, August 3, 2026.**
- Written legal objections must be mailed or hand delivered to the City Clerk's office at 595 S. San Jacinto Avenue, California 92583.
- Legal objections must include the following information:
  - Objectors name, parcel number and/or service address, including a return mailing or email address for City responses to your written objection, and signature.
  - A statement that your communication constitutes a legal objection.
  - A description of the grounds for alleging the City's noncompliance with the law, with sufficient specificity to allow the City to determine whether any changes to the proposed water rates are required. ***A statement that the proposed water rates are too high, or that the proposed water rates violate Proposition 218, without an explanation as to the basis of your claim, will be insufficient to constitute a legal objection.***

A written protest will not constitute a valid legal objection unless it meets the requirements set forth above. Failure to submit a written legal objection prior to 5:00 p.m. on August 3, 2026, or to meet the requirements set forth above, will bar any right to challenge the proposed water rates through a legal proceeding.

In accordance with Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge, commencing from the later of the effective date of the new rates or of the date of the final passage, adoption, or approval of the resolution adopting the new rates.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

RESOLUTION NO. 4144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, ADOPTING FINDINGS AND DETERMINATIONS RELATED TO THE PRESENTMENT OF OBJECTIONS TO THE CITY'S PROPOSED WATER SERVICE FEES IN COMPLIANCE WITH EXHAUSTION OF ADMINISTRATIVE REMEDIES PROCEDURES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 53759.1 AND 53759.2, AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, Section 6 of Article XIII D of the California Constitution ("Proposition 218") and the Proposition 218 Omnibus Implementation Act (Government Code § 53750, et seq.) require that, prior to imposing any increase to the water service fees, the City of San Jacinto (the "City") shall provide written notice by mail of: (1) the proposed increases to such water service fees to the record owner of each parcel upon which the water service fees are proposed for imposition (record owners); (2) the amount of the water service fees proposed to be imposed on each parcel; (3) the basis upon which the water service fees were calculated; (4) the reason for the water service fees; and (5) the date, time, and location of a public hearing ("Hearing") on the proposed water service fees; and

WHEREAS, pursuant to Proposition 218, such written notice is required to be provided to the record owners not less than forty-five days (45) prior to the Hearing on the proposed water service fees; and

WHEREAS, the City provided written notice ("Notice") to record owners and to customers of record who are not the property owner (e.g., a tenant) in compliance and consistent with Proposition 218; and

WHEREAS, the Notice included a prominently displayed statement that contained the information that all written objections to the proposed water service fees must be submitted within the written objection period and that a failure to timely object in writing bars any right to challenge the proposed water service fees through a legal proceeding and that contained all substantive and procedural requirements for submitting an objection to the proposed water service fees; and

WHEREAS, the City established a written objection period with a deadline of 5:00 P.M. on August 3, 2026, to submit an objection; and

WHEREAS, the City made available to the public the proposed water service fees no less than 45 days prior to the deadline to submit an objection; and

WHEREAS, the City posted on its internet website a written basis for the proposed water service fees and included a link to the internet website in the Notice; and

WHEREAS, the City mailed the written basis to any property owner upon request or, if no such requests were made, would have mailed the written basis to any property owner upon request; and

WHEREAS, the City provided at least 45 days for a property owner or customer of record (e.g., a tenant), to review the proposed water service fees and to timely submit a written objection to the proposed water service fees that specifies the grounds for alleging noncompliance; and

WHEREAS, the City considered and responded in writing, including the grounds for which a challenge is not resulting in amendments to the proposed water service fees, to any timely submitted written objections prior to the close of the Hearing; and

WHEREAS, timely submitted written objections and agency responses were presented to the City Council for consideration prior to or during the Hearing; and

WHEREAS, the City Council now desires to make findings and determinations related to the proposed water service fees.

NOW THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of San Jacinto, California, as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council has found and has determined that the written objections and the City's responses do not warrant clarification to any proposed water service fee; no reduction in any proposed water service fee is warranted; no further review is needed before making a determination on whether clarification or reduction of the proposed water service fees is needed; and to proceed with the Hearing.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, and ADOPTED at a Regular Meeting of the City Council on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

CERTIFICATION

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Resolution No. 4144 was duly passed, approved, and adopted at a Regular Meeting of the City Council of the City of San Jacinto on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

WITNESS MY HAND AND OFFICIAL SEAL this 4th day of August, 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

RESOLUTION NO. 4145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, ADOPTING WATER SERVICE CHARGES, FINDING THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080(b)(8), AND TAKING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the City of San Jacinto (the "City") owns and operates a water utility system to provide water service to City customers; and

WHEREAS, the City has engaged an independent rate consultant to prepare the City of San Jacinto Water Rate Study, dated June 2026 (the "Rate Study"), which has been made publicly available on the City's website and is on file in the City Clerk's Office and incorporated herein by this reference, to analyze the costs of providing water service to City customers; and

WHEREAS, the Rate Study determined the City must increase its water service charges ("Water Charges") in order to keep pace with the costs of providing water service; and

WHEREAS, the Water Charges include: 1) a monthly fixed charge based on the size of the meter serving the property; 2) a volumetric charge based on metered water consumption per 100 cubic feet (100 cubic feet = 748 gallons or 1 unit of water); 3) a fire service monthly fixed charge for customers with dedicated fire service meters; and 4) a water adjudication fee which is an additional uniform volumetric charge imposed on all customer classes based on metered consumption per 100 cubic feet of water; and

WHEREAS, the monthly fixed charge recovers costs associated with maintaining water system infrastructure and ensuring water service is available to customers regardless of usage, as well as fixed costs that do not vary based on water service such as customer billing and collection activities; and

WHEREAS, the volumetric charge recovers costs associated with producing, treating, pumping, and distributing water based on actual consumption; the fire service monthly fixed charge is in addition to the regular monthly fixed charge and is used to fund the costs associated with providing fire flow capacity and maintaining facilities necessary to support fire protection requirements and demands on the water system; and

WHEREAS, the volumetric charge is imposed on residential customers based on a two-tier volumetric rate structure which varies based on the volume of water consumed per billing cycle; and

WHEREAS, for non-residential customers, the volumetric charge is uniform where the rate per unit of water remains constant regardless of the volume consumed; and

WHEREAS, the water adjudication fee recovers costs associated with groundwater basin management and replenishment activities required under the Hemet-San Jacinto Groundwater Management Program; and

WHEREAS, the rates for the Water Charges described above are included in Exhibit "A" attached hereto and were designed so that each customer will be charged an amount that represents their proportional share of the City's cost of serving them, based on their demand and usage characteristics; and

WHEREAS, the City Council determined to hold a public hearing to consider the adoption of the increased Water Charges, and notices of the public hearing were mailed to the record owner of any parcel upon which the Water Charges are proposed for imposition, and any tenant who is directly liable for the payment of the Water Charges (i.e., a customer of record who is not a property owner); and

WHEREAS, the notices were mailed not less than 45 days prior to the August 3, 2026 deadline for submitting valid legal objections to the proposed Water Charges; and

WHEREAS, the City Council held a public hearing on August 4, 2026, to consider the proposed Water Charges, and at the public hearing the City Council considered the Rate Study, heard all oral testimony and considered all written materials and written protests concerning the adoption and imposition of, and the proposed adjustments and increases to the Water Charges; and

WHEREAS, at the close of the public hearing, the City did not receive written protests against the establishment and imposition of the proposed Water Charges from a majority of the parcels subject to the proposed Water Charges; and

WHEREAS, the City Council is authorized and has determined to approve the proposed Water Charges and act accordingly on the matter.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of San Jacinto, California, as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council has evaluated and hereby approves the maximum rates for the Water Charges, and adopts such rates in accordance with the authority of Health and Safety Code section 5471 *et seq*. and all other applicable law. The City may impose the Water Charges up to the maximum amounts, and on the effective dates, set forth in Exhibit "A" attached hereto.

SECTION 3. In accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the City Council has determined that the increases in the Water Charges are exempt from CEQA pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code section 21080(b)(8) because: (i) the increased charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services; and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The documents and materials that constitute the record of proceedings on which these findings have been based are located in the Office of the City Clerk, located at 595 S. San Jacinto Ave., San Jacinto, CA 92583. The custodian for these records is the City Clerk.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be unconstitutional or otherwise invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted the remainder of this Resolution, including each section, subsection, sentence, clause, phrase, or portion irrespective of the invalidity of any other article, section, subsection, sentence, clause, phrase, or portion.

SECTION 5. This Resolution shall take effect immediately, and that all resolutions, ordinances, or administrative actions by the City Council, or parts thereof that are inconsistent or in conflict with any provision of this Resolution are hereby superseded only to the extent of such inconsistency or conflict.

SECTION 6. The City Manager, or designee thereof, is authorized to take all actions necessary or convenient to effectuate the purposes of this Resolution.

PASSED, APPROVED, and ADOPTED at a Regular Meeting of the City Council on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

CERTIFICATION

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Resolution No. 4145 was duly passed, approved, and adopted at a Regular Meeting of the City Council of the City of San Jacinto on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

WITNESS MY HAND AND OFFICIAL SEAL this 4th day of August, 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

EXHIBIT "A"

WATER CHARGES

Description	Existing Rates	Projected For Fiscal Year Beginning January 1				
		2027	2028	2029	2030	2031
Monthly Fixed Charge:						
All Customers						
5/8 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
3/4 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
1.0 Inch	$ 34.82	$ 86.19	$ 124.98	$ 143.72	$ 150.91	$ 155.44
1.5 Inch	$ 59.68	$ 172.06	$ 249.50	$ 286.92	$ 301.27	$ 310.31
2.0 Inch	$ 89.51	$ 275.11	$ 398.91	$ 458.75	$ 481.69	$ 496.14
3.0 Inch	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.68	$ 929.76
4.0 Inch	$ 323.13	$ 859.05	$ 1,245.63	$ 1,432.47	$ 1,504.09	$ 1,549.22
6.0 Inch	$ 656.17	$ 1,717.79	$ 2,490.79	$ 2,864.41	$ 3,007.63	$ 3,097.86
8.0 Inch	$ 1,202.94	$ 2,748.28	$ 3,985.00	$ 4,582.75	$ 4,811.89	$ 4,956.24
Fire Service						
5/8 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
3/4 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
1.0 Inch	N/A	$ 4.76	$ 6.90	$ 7.94	$ 8.34	$ 8.59
1.5 Inch	N/A	$ 9.21	$ 13.35	$ 15.35	$ 16.12	$ 16.60
2.0 Inch	N/A	$ 14.54	$ 21.08	$ 24.24	$ 25.46	$ 26.22
3.0 Inch	N/A	$ 26.98	$ 39.13	$ 44.99	$ 47.24	$ 48.66
4.0 Inch	$ 41.18	$ 44.76	$ 64.90	$ 74.64	$ 78.37	$ 80.72
6.0 Inch	$ 119.60	$ 89.20	$ 129.35	$ 148.75	$ 156.19	$ 160.87
8.0 Inch	$ 254.80	$ 142.54	$ 206.68	$ 237.68	$ 249.56	$ 257.05
10.0 Inch	$ 458.23	$ 204.76	$ 296.90	$ 341.44	$ 358.51	$ 369.26
12.0 Inch	$ 740.17	$ 382.53	$ 554.67	$ 637.88	$ 669.77	$ 689.86
Construction Meter						
Construction Meter	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.67	$ 929.75
Volumetric Rates Per 100 Cubic Feet:						
Residential						
Tier 1 (0-11 Units)	$ 3.15	$ 3.70	$ 5.36	$ 6.17	$ 6.48	$ 6.67
Tier 2 (11+ Units)	$ 3.90	$ 4.49	$ 6.51	$ 7.49	$ 7.86	$ 8.10
All Non-Residential Customers						
All Flow	$ 3.73	$ 4.26	$ 6.18	$ 7.11	$ 7.46	$ 7.69
Water Adjudication Fee						
All Flow	$ 1.77	$ 1.10	$ 1.60	$ 1.83	$ 1.93	$ 1.98

August 4, 2026

TO:	City Council
REQUESTED BY:	Kimberly Ganimian, Finance Director
APPROVED BY:	Travis Randel, Interim City Manager
SUBJECT:	Resolution Adopting a Schedule of Sewer Rate Adjustments Effective January 1, 2027 through and including January 1, 2031

RECOMMENDATION:

Staff Recommends that the City Council:

1. **ADOPT Resolution No. 4146** Adopting Findings and Determinations Regarding Exhaustion of Administrative Remedies and to Proceed with Public Hearing;
2. **CONDUCT** a Public Hearing; and
3. **ADOPT Resolution No. 4147** Adopting a Schedule of Sewer Rate Adjustments Effective January 1, 2027 through and including January 1, 2031 and Making CEQA Findings.

BACKGROUND:

The City of San Jacinto owns, operates, and maintains a wastewater collection system that provides sewer service to residential, commercial, industrial, institutional, and other customers throughout the City's sewer service area. The wastewater utility system is critical infrastructure that protects public health, preserves environmental quality, and supports the continued operation and development of the community. The City operates its own wastewater collection system, which consists of approximately 178 miles of sewer mains ranging in size from 6 to 18 inches in diameter, together with manholes, service laterals, and related collection and conveyance facilities necessary to collect and transport wastewater generated by homes, businesses, schools, parks, and public facilities throughout the community. The wastewater collection system must be continuously maintained and operated to ensure reliable service, minimize the risk of sewer overflows and system failures, and comply with applicable environmental and regulatory requirements.

Wastewater collected within the City's collection system is conveyed to the Eastern Municipal Water District (EMWD) regional wastewater system for treatment and disposal. The City relies exclusively on EMWD to convey and treat the City's wastewater at the San Jacinto Valley Regional Water Reclamation Facility through a series of interconnections between the City's collection facilities and EMWD's regional system. Sewer rates fund the City's share of costs associated with wastewater collection, conveyance, treatment, disposal, operations, maintenance, repair, rehabilitation, replacement, regulatory compliance, administration, and long-term capital improvements necessary to maintain reliable wastewater service.

Similar to the water system, the City has caused to be prepared a comprehensive sewer rate study to evaluate the current and projected financial condition of the sewer utility, assess the costs necessary to provide reliable sewer service, and determine the funding needed to support operations, maintenance, capital improvements, and other utility obligations over the next five years. Sewer rates are the primary source of revenue used to support the ongoing operation, maintenance, repair, rehabilitation, replacement, and improvement of the City's wastewater utility infrastructure and facilities. Sewer rate revenues also support reserve funding, emergency response needs, and capital improvement projects necessary to maintain reliable wastewater service and protect public health and the environment. The sewer rates were designed so that revenues from proposed rates do not exceed the amount required to provide the service, nor will rate revenue be used for purposes other than those for which they are imposed.

DISCUSSION:

The City has evaluated the financial needs of the sewer utility based on the results of the sewer rate study and financial planning process completed by an independent consultant. The purpose of the study is to evaluate the current and projected costs of providing wastewater service and determine the funding necessary to support ongoing operations, maintenance, capital improvements, regulatory compliance, and financial stability over the planning period.

The City has experienced increasing costs associated with operating and maintaining the wastewater utility system, including increases in labor, materials, construction, treatment, disposal, energy, and regulatory compliance costs. In addition, portions of the wastewater collection system require ongoing rehabilitation, repair, and replacement to maintain reliable service and reduce the risk of system failures and emergency repairs.

The proposed rate adjustments are intended to provide sufficient revenues to support the continued operation and maintenance of the wastewater utility system, fund necessary capital improvements, maintain prudent reserve levels, and ensure the long-term financial stability of the utility. The proposed rates are based on a cost-of-service methodology intended to allocate costs proportionally among customer classes based on the demand and usage characteristics associated with providing sewer service.

The amount of the proposed rates imposed on any parcel or person as an incident of property ownership will not exceed the proportional cost of the service attributable to that parcel, and no charge will be imposed for service unless the service is actually used by, or immediately available to, the property owner or customer.

ENVIRONMENTAL IMPACT:

In accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the City Council has determined that the increases in the Service Charges are exempt from CEQA pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code section 21080(b)(8) because: (i) the increased charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services; and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

FISCAL IMPACT:

The anticipated increases in sewer rates will provide required funding for the ongoing operations and maintenance of the utility systems, maintain appropriate reserve levels, support continued reinvestment in aging infrastructure, and provide funding for planned capital improvement projects. Without the proposed sewer rate increases the general fund will be required to provide funding for the sewer utilities.

Attachments

Final Rate Study Report
Prop 218 Sewer Rate Notice_Final
Resolution_No_4146_-_Adopting_Findings_re_AB_2257_Sewer_Services_Rates_2026.pdf
Resolution_No_4147_-_Adopting_Increases_to_Sewer_Services_Rates_2026.pdf

City of San Jacinto, CA

Water and Sewer Rate Study





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Section 1 – Executive Summary

1.1 Introduction

Willdan Financial Services (Willdan) is pleased to present this Water and Sewer Rate Study Report (Report) to the City of San Jacinto (City). This Report summarizes the analyses, findings, conclusions, and recommendations developed as part of a comprehensive review of the City's water and sewer utility rates.

The study was undertaken to evaluate the financial condition of the utilities, assess the adequacy of existing revenues to meet projected operating, debt and capital needs, and develop equitable, cost-based rates that support the long-term financial sustainability of the water and sewer utilities. The Report presents the revenue sufficiency, cost-of-service, rate design, and financial planning analyses used to develop the proposed rates and charges.

1.1.1 Water System Background

The City of San Jacinto owns, operates, and maintains a water system that provides water service to residential, commercial, industrial, institutional, and other customers within approximately four square miles of southwestern Riverside County. The City's service area is located near the base of the San Jacinto Mountains and is generally bounded by the City of Beaumont to the north, the City of Hemet to the south, and the City of Moreno Valley to the west. Water supplies are obtained primarily from local groundwater resources within the San Jacinto Groundwater Basin, which covers approximately 60 square miles and serves as the City's principal source of supply.

The San Jacinto Groundwater Basin serves as a natural groundwater storage reservoir and filtration system for the region. The basin is recharged through rainfall, surface runoff from the surrounding mountains and foothills, return flows, and groundwater replenishment activities utilizing imported water supplies. These groundwater resources provide a reliable local source of water and play a critical role in meeting the existing and future water demands of the City's customers.

Because the City relies primarily on groundwater supplies, the long-term sustainability of the San Jacinto Groundwater Basin is essential to maintaining a reliable water supply. The City participates in the Hemet-San Jacinto Groundwater Management Area and supports groundwater basin management activities administered by the Hemet-San Jacinto Watermaster. As part of the groundwater management program, supplemental imported water is purchased and recharged into the basin to help mitigate historical overdraft conditions, protect groundwater resources, and ensure the long-term reliability of water supplies for customers throughout the region.

The City's water system includes groundwater production facilities, storage reservoirs, transmission facilities, and a distribution network that delivers water to customers throughout the service area. The City operates four groundwater wells, maintains water storage facilities and distribution infrastructure, and may supplement local groundwater supplies with imported water from Eastern Municipal Water District (EMWD) during emergency conditions or other periods when additional supplies are needed. The City is responsible for operating, maintaining, repairing, and replacing these facilities to provide reliable water service, maintaining adequate fire protection, protecting public health, and complying with applicable state and federal drinking water quality regulations.

1.1.2 Sewer System Background

The City of San Jacinto provides sewer collection service to residential, commercial, industrial, institutional, and other customers throughout most of its municipal boundaries and currently serves approximately 4,300 customer connections. The City's sewer utility owns, operates, and maintains an extensive wastewater collection system consisting of approximately 117 miles of sewer mains, more than 2,500 manholes, three lift stations, and related facilities that collect and convey wastewater generated within the service area.

The City is responsible for the operations, maintenance, repair, rehabilitation, and replacement of its sewer collection infrastructure to ensure the reliable conveyance of wastewater, protect public health and the environment, and support continued service to existing and future customers. The City implements ongoing maintenance, rehabilitation, and capital improvement programs to preserve the integrity of its sewer collection infrastructure, maintain regulatory compliance, and support reliable service to its customers.

The City does not own or operate any wastewater treatment facilities. Wastewater collected within the City's service area is conveyed through interconnections with facilities owned and operated by Eastern Municipal Water District (EMWD). Pursuant to an agreement between the agencies, EMWD provides regional wastewater conveyance, treatment and disposal services, and wastewater generated within the City is ultimately treated at the San Jacinto Valley Regional Water Reclamation Facility.

1.1.3 Rate Study Background

The City is committed to maintaining reliable water and sewer utility services and ensuring that sufficient financial resources are available to support ongoing operations and maintenance, capital improvements, regulatory compliance, reserve funding, debt service obligations, and the continued maintenance, rehabilitation, and replacement of utility infrastructure. To support these objectives, the City periodically evaluates the financial condition of its utility systems and updates its rates to ensure sufficient revenues are available to meet current and future service needs.

As part of this effort, the City retained Willdan to conduct a comprehensive water and sewer rate study. The study evaluated the current financial condition of the utilities, developed a 5-year financial plan, analyzed projected revenues and expenditures, and assessed the adequacy of the existing rate structures. Based on the results of the analysis, recommendations were developed to ensure that the utilities remain financially sustainable while continuing to provide safe and reliable service to customers.

The primary objectives of the rate study include:

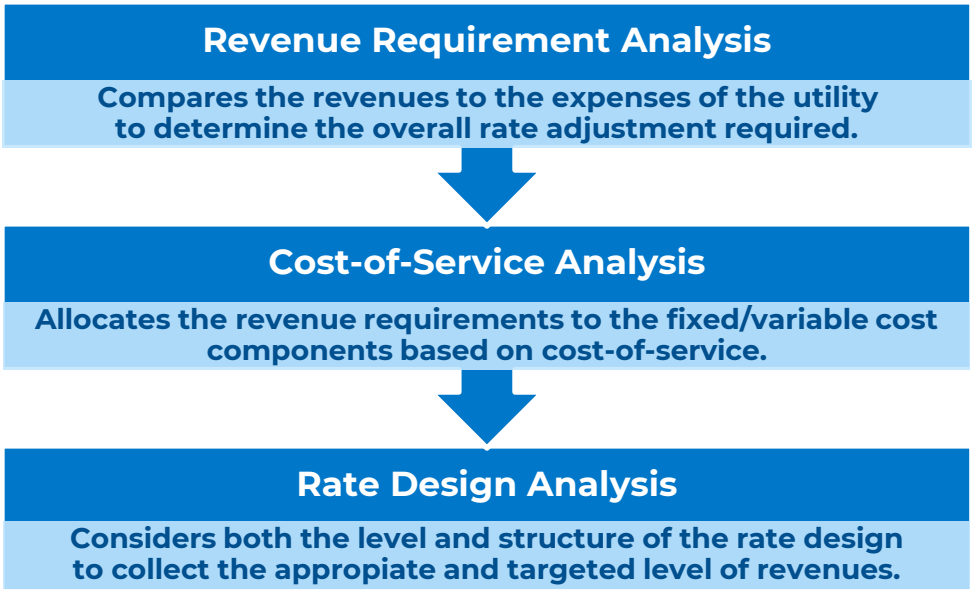
- Full recovery of costs associated with utility operations (i.e., operating and maintenance costs, capital projects, debt repayment and coverage requirements, and other expenditures);
- Development of cost-based rates that reasonably reflect the cost of providing service to customers;
- Consistency with generally accepted utility ratemaking principles and industry guidelines set forth by the American Water Works Association (AWWA) and the Water Environment Federation (WEF);

- Equity among customer classes through the allocation of costs in proportion to the demands placed on the utility systems;
- Compliance with the substantive and procedural requirements of Proposition 218;
- Maximizing administrative efficiency (i.e., easy to understand and implement); and
- Development of a 5-year financial plan to support the long-term sustainability of the water and sewer utilities.

1.2 Overview of the Rate Study Process

This study includes the development and presentation of a proforma water and sewer financial plan for a 5-year planning period, as well as the development of cost-based rates through cost-of-service and rate design analyses. Utility rates must be set at a level such that operating, maintenance, debt, and capital expenses are funded with the revenues received from customers. In addition, the revenues generated from utility rates must only be used for this purpose and for each system separately. This is a significant point, as failure to achieve the revenues needed can lead to unacceptable service levels, inadequately maintained facilities, degradation of system components and potential failures. Therefore, a rate study typically consists of the following three interrelated analyses:

1. **Financial Planning/Revenue Requirement Analysis**: Creates a 5-year financial plan and identifies the required revenue amounts to support an orderly, efficient program of funding for on-going maintenance and operating costs, capital improvement and routine system component replacement activities, debt financing, and retirement of outstanding debt. In addition, the plan should fund and maintain appropriate cash reserve balances based on industry standards, as well as the City's fiscal policies and specific needs.
2. **Cost-of-Service Analysis:** Identifies and apportions annual revenue requirements (i.e., expenditures) to operational and functional cost components based on the relative demand placed on the utility systems by various groups or classes of customers. The purpose of this analysis is to develop customer rates that generate revenues proportionate to their share of each utility's costs. This objective is consistent with industry standards as well as the requirements of Proposition 218 (Prop 218).
3. **Rate Design:** Develops an equitable and proportionate schedule of rates for the City's customer base consistent with the cost-of-service analysis. The policy objectives are coordinated with Prop 218 requirements and cost-of-service objectives to achieve a balance between customer equity and financial stability goals. The balance of fixed and variable charges considers the need for a stable revenue source (the fixed charge) and accounts for customers placing higher costs on the system (through higher water and sewer use) by incurring a higher bill reflective of their impact on the system (the variable component).



This rate study utilizes generally accepted ratemaking principles and standards established by industry experts, such as the AWWA in its "M1 - Principles of Water Rates Fees and Charges" manual and WEF in its "Financing and Charges for Sewer Systems, Manual of Practice No. 27." The principles established by these entities are used as guidelines in the development of the proposed water and sewer rates and are relied upon only insofar as they are consistent with Prop 218. The following **Subsection 1.3** of this Report presents a discussion of some of the key principles of ratemaking.

1.3 Summary of Proposed Rates

The rate study methodology applied in the development of updated water and sewer rates, outlined in this Report, consisted of reviewing the historical operating results of the water and sewer utility systems, analyzing budgets and other financial data and policy objectives to identify the net revenue requirements to be recovered from user rate revenues, performing general cost-of-service allocations based on the rate components and functional cost categories, and revising the rates based on the applicable costs and expenditures to be recovered from user rates. In addition, an analysis of the City's customers and usage characteristics was performed to identify the rate determinants since they drive the recommended rates, which are the primary source for generating revenues. The allocated revenue requirements were utilized in conjunction with the rate determinants and rate structure to develop the proposed water and sewer rates.

The findings and conclusions of the rate analysis, as well as the resulting rate recommendations, were utilized to develop a projection of future operating results for a 5-year planning period from Fiscal Year (FY) 2026 (beginning July 1, 2025) through FY 2030 (ending June 30, 2030), herein referred to as the "Projection Period." The purpose for developing the 5-year projections is to demonstrate the financial capability of the water and sewer revenues to support system operations and maintenance, and fund planned capital improvements. The analyses, findings, and accompanying recommendations are presented in the subsequent sections of the Report.

The water and sewer rate analyses described in the Report are performed based on the general guidelines of the defined objectives, as well as common industry standards and best practices for

setting utility rates. In addition to focusing on these major objectives in designing the structure of rates for various customer categories, the rate analyses performed herein are based on the cost-of-service and rate design methodologies described in this Report. The recommended revenue levels and rates are developed to recover the projected revenue requirements of the water and sewer utility systems in a manner that is proportionate to the cost of providing service.

The proposed water and sewer rates for the Test Year are provided in **Tables 1** and **2**. The rates are based on an assumed implementation date of January 1, 2026 (or such later date as may be determined by the City), with FY 2025/26 (FY 2026) designated as the Test Year for purposes of this analysis. The Test Year of the rate study represents the foundational, or baseline, year upon which the revenue requirements, cost-of-service analysis, and initial rate design are based. It is intended to reflect the most representative and stabilized projection of utility operations, incorporating current conditions as well as known and measurable changes expected to occur within the first year of the rate implementation period. Any projected changes or escalations in costs included in the projection period are determined relative to the Test Year.

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Table 1 – Proposed Monthly Water Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge:	
All Customers	
5/8 Inch	$ 51.84
3/4 Inch	$ 51.84
1.0 Inch	$ 86.19
1.5 Inch	$ 172.06
2.0 Inch	$ 275.11
3.0 Inch	$ 515.56
4.0 Inch	$ 859.05
6.0 Inch	$ 1,717.79
8.0 Inch	$ 2,748.28
Fire Service	
5/8 Inch	$ 2.98
3/4 Inch	$ 2.98
1.0 Inch	$ 4.76
1.5 Inch	$ 9.21
2.0 Inch	$ 14.54
3.0 Inch	$ 26.98
4.0 Inch	$ 44.76
6.0 Inch	$ 89.20
8.0 Inch	$ 142.54
10.0 Inch	$ 204.76
12.0 Inch	$ 382.53
Construction Meter	
Construction Meter	$ 515.56
Volumetric Rates Per 100 Cubic Feet:	
Residential	
Tier 1 (0-11 Units)	$ 3.70
Tier 2 (11+ Units)	$ 4.49
All Non-Residential Customers	
All Flow	$ 4.26
Water Adjudication Fee	
All Flow	$ 1.10

Table 2 – Proposed Monthly Sewer Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge: [1]	
All Customers (Per EDU)	$ 10.48
Volumetric Rates Per 100 Cubic Feet: [2]	
See Footnote	$ 0.95
EMWD Related Charges: [3]	
Sewer (per EDU)	$ 10.48
Sewer (per Sewage Unit)	$ 40.31

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

Section 2 – Revenue Sufficiency Analysis

2.1 Financial Planning Principles

While the individual rates for the utility systems vary based on a variety of factors, rates should be consistent with common ratemaking principles within the utility industry. The guiding principle is that rates designed for any utility should provide a reasonable balance between several key factors. In general, the utility rates should:

- Generate a stable revenue stream that, when combined with other sources of funds, is sufficient to meet the expenditure requirements and goals of the system;
- Be based upon the proportionate cost of providing the service and not exceed the cost of providing the service in compliance with Proposition 218;
- Be equitable; that is, they should generate revenue from each customer class in a manner which is reasonably in proportion to the cost of providing the service to that customer class;
- Be easy to understand by customers; and
- Be easy to administer by the utility.

Striking the appropriate balance between the principles of ratemaking is essential. It requires a detailed process to evaluate revenue requirements and cost-of-service that must then be translated into rate design alternatives which meet legal requirements and the specific objectives of the utility under the circumstances in which it operates.

2.2 Existing Rates

The City has established user rates for water and sewer services that are applied to customers of the system. The rates charged for water and sewer services are approved by the City Council and are not subject to administrative review or approval by any other local or state agency. The City has historically adjusted rates, as necessary, to provide for recovery of financial obligations including operating expenses, debt service, capital expenditures, and any other expenses and transfers.

The existing water rates consist of 1) a monthly fixed charge that designates the minimum amount a customer will pay regardless of their water usage, and 2) volumetric charges based on the amount of water consumed. The monthly fixed charge varies based on the meter size for all customer classes. Residential customers are charged based on a two-tier volumetric rate structure in which the rate per 100 cubic feet (CCF) increases once usage exceeds 11 CCF. The tiered rate structure is based on a cost-of-service analysis that demonstrates the increased costs associated with providing water at increased quantities and structuring operations and facilities to serve peak demand. All other customer classes are charged a uniform volumetric rate such that the rate per CCF remains the same for each respective customer type regardless of the amount of water usage. The existing rates for water service are provided in **Table 3**.

Table 3 – Existing Monthly Water Rates

Description	Existing Rates
Monthly Fixed Charge:	
All Customers	
5/8 Inch	$ 24.89
3/4 Inch	$ 24.89
1.0 Inch	$ 34.82
1.5 Inch	$ 59.68
2.0 Inch	$ 89.51
3.0 Inch	$ 183.96
4.0 Inch	$ 323.13
6.0 Inch	$ 656.17
8.0 Inch	$ 1,202.94
Fire Service	
5/8 Inch	$ 24.89
3/4 Inch	$ 24.89
1.0 Inch	N/A
1.5 Inch	N/A
2.0 Inch	N/A
3.0 Inch	N/A
4.0 Inch	$ 41.18
6.0 Inch	$ 119.60
8.0 Inch	$ 254.80
10.0 Inch	$ 458.23
12.0 Inch	$ 740.17
Construction Meter	
Construction Meter	$ 183.96
Volumetric Rates Per 100 Cubic Feet:	
Residential	
Tier 1 (0-11 Units)	$ 3.15
Tier 2 (11+ Units)	$ 3.90
All Non-Residential Customers	
All Flow	$ 3.73
Water Adjudication Fee	
All Flow	$ 1.77

The existing sewer collection rates consist of a monthly fixed charge per Equivalent Dwelling unit (EDU) for most sewer service customers, except as further described below. All residential and most non-residential customers are charged the monthly fixed charge. Certain non-residential customers are assessed only a volumetric wastewater charge based on metered water consumption. These customers include commercial/industrial, all restaurant, certain churches, and certain school accounts where wastewater flows are more directly related to water usage. Since the City only provides sewer collection services, the City's sewer rates only reflect the costs of providing sewer collection services. Wastewater treatment services are provided by Eastern Municipal Water District (EMWD). Accordingly, City customers also pay wastewater treatment

charges established by EMWD in addition to the City's applicable wastewater collection rates. The City's sewer rates recover only the costs associated with collection services, while EMWD's rates recover the costs associated with wastewater conveyance, treatment, and disposal services. The existing rates for sewer service are provided in **Table 4**.

Table 4 – Existing Monthly Sewer Rates

Description	Existing Rates
Monthly Fixed Charge: [1]	
All Customers (Per EDU)	$ 8.22
Volumetric Rates Per 100 Cubic Feet: [2]	
See Footnote	$ 0.75
EMWD Related Charges: [3]	
Sewer (per EDU)	$ 8.22
Sewer (per Sewage Unit)	$ 40.31

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

2.3 Revenue Sufficiency Process

In evaluating whether the existing rates will generate sufficient revenue to meet the expenditure requirements of the water and sewer systems, the annual expenditures required for each utility (herein referred to as the "Revenue Requirements") must be developed. The revenue sufficiency analysis compares the forecasted revenues for each utility system under existing rates to the projected revenue requirements.

2.3.1 Budget

The revenue sufficiency analysis performed as part of this study and summarized in this Report utilizes the City's Adopted Budget for FY 2025/26 (the "Budget" for FY ending June 30, 2026) as one source of data and information to determine the gross revenue requirements to be recovered from user rates over the Projection Period.

The budget, as prepared by the City, was provided to Willdan on a line-item basis, and is used for projecting the budgeted financial needs for the Test Year and the remainder of the Projection Period. In developing the rate analysis, certain adjustments are made such that the expenditures are categorized into either operating and maintenance (O&M) expenses or non-operating expenses. In addition, only recurring costs included in the current budget were included as part of the revenue sufficiency analysis for the entirety of the Projection Period. One-time costs were identified and evaluated in discussions with City Staff and removed from future projections if appropriate. Recurring annual costs were escalated using suitable cost indexes or escalation factors, again in discussion with City Staff and based on analysis of historical expense trends experienced by the City.

The O&M expenses are primarily those ongoing costs for labor, materials, chemicals, electricity, supplies, services, etc., required to manage and operate the utility systems on a day-to-day basis while maintaining a dependable level of service. The O&M requirements are generally a function of a budgetary process and are directly related to the level of service provided to customers of the utility systems. The non-operating expenses include such items as capital outlay and any other expenses and transfers.

The budget also identifies estimated revenues derived from sources other than water and sewer user rates. These other revenue sources may include interest earnings on investments and various other miscellaneous service charges. The revenues generated from the other sources are applied to the gross revenue requirements to reduce the amount of revenue required from user rates. The result is the net revenue requirement.

2.3.2 Capital Improvement Plan

The City provided a Capital Improvement Plan (CIP) identifying the capital projects to be undertaken during the Projection Period. These projects are necessary to maintain uninterrupted service to customers, rehabilitate and replace aging infrastructure, accommodate future system needs, and ensure continued compliance with applicable regulatory requirements. The CIP includes investments in system improvements, facility upgrades, and the replacement of infrastructure components as they reach the end of their useful lives.

The City also provided cost estimates and anticipated implementation schedules for the identified capital projects. The CIP also includes projects necessary to maintain compliance with State mandated standards for water quality. These projected capital expenditures, together with operating and maintenance expenses (O&M) and other non-operating expenditures, were incorporated into the development of the gross revenue requirements for the water and sewer systems. The capital projects included in the CIP (represented in $1,000s), along with the assumed funding sources by fiscal year for the Projection Period, are provided in **Tables 5** and **6**.

Table 5 – Water Anticipated Capital Spending ($1,000s)

Description	Funding Source	Projected For Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Water System						
EMWD Emergency Inter-Tie	Cash	$ 550	$ -	$ -	$ -	$ -
Reservoir Rehabilitation x 3	Cash	200	315	386	463	547
New Potable Water Production Well	Cash	300	630	992	1,158	1,337
Storage and Booster Pump Site	Cash	250	525	827	868	912
6th St Water Main	Cash	400	840	1,103	1,736	-
5th St. Water Main	Cash	300	630	992	1,389	1,580
Main St Water Main	Cash	-	1,313	1,378	1,447	1,519
Total Water System Improvements		**$ 2,000**	**$ 4,253**	**$ 5,678**	**$ 7,062**	**$ 5,895**

Table 6 – Sewer Anticipated Capital Spending ($1,000s)

Description	Funding Source	Projected For Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Sewer System						
Jessica Way Sewer Main	Cash	$ 50	$ 105	$ 165	$ 260	$ 304
Main Line Repairs	Cash	150	184	221	260	-
Manhole Rehabilitation	Cash	50	105	165	174	182
Vacuum Truck	Cash	400	525	-	-	-
Camera Van	Cash	150	158	193	-	-
Generators for Lift Stations	Cash	262	-	-	-	-
Total Sewer System Improvements		**$ 1,062**	**$ 1,076**	**$ 744**	**$ 695**	**$ 486**

2.3.3 Debt Service

The City currently has two outstanding debt obligations associated with the water utility system, with final payments due in FY 2035/36 and FY 2044/45, respectively. The annual debt payments projected over the Projection Period are provided in **Table 7**. Based on discussions with City staff, no additional debt issuances are anticipated during the Projection Period. Accordingly, the analysis includes debt service payments associated with the City's existing debt obligations but does not include any future debt service associated with new debt issuances or debt coverage requirements.

Table 7 – Annual Debt Service Payments

Description	Projected For Fiscal Year Ending June 30				
	2026	2027	2028	2029	2030
Annual Debt Service					
2015 Installment Sale Agreement	$ 251,585	$ 264,660	$ 278,462	$ 293,031	$ 308,410
2025 Installment Purchase Agreement	678,128	677,715	678,429	677,561	678,109
Total Annual Debt Service	**$ 929,713**	**$942,375**	**$ 956,891**	**$970,592**	**$ 986,519**

2.3.4 Gross and Net Revenue Requirement

The proposed water and sewer rates developed in the Report are designed for assumed implementation in FY 2025/26 (the Test Year as previously defined). The projected Test Year gross and net revenue requirements are estimated by utilizing the budget, capital project cost estimates and assumed funding sources for capital projects as provided by the City, along with anticipated transfers to reserves for funding capital projects.

Transfers from operating reserves to capital reserves are used to fund the $3 million CIP in FY 2025/26. This approach reflects a pay-as-you-go funding strategy, where accumulated operating reserves are reallocated to support capital investment, once the target balance in the operating reserve is met, reducing reliance on external debt and ensuring that adequate funding is available for infrastructure improvements. The Test Year revenue requirements that are used for developing the user rates proposed herein are detailed in **Appendix A** at the end of this Report and summarized in **Table 8**.

Table 8 – Test Year Revenue Requirements – FY 2026

Description	Water	Sewer	Total
Total O&M	$ 7,546,416	$ 1,711,302	$ 9,257,718
Debt Service	929,713	-	929,713
Other Expenditures & Transfers	1,208,055	626,968	1,835,023
Gross Revenue Requirement	**$ 9,684,184**	**$ 2,338,270**	**$12,022,454**
Less Other Revenues	(230,000)	(1,580,967)	(1,810,967)
Net Revenue Requirement	**$ 9,454,184**	**$ 757,303**	**$ 10,211,487**

The revenue requirements developed for the Test Year serve as the foundation and baseline for the analysis and results shown for the Projection Period, with future year requirements projected based on anticipated changes in operating costs, capital funding needs, debt service obligations, and reserve targets. The revenue requirements for years beyond the Test Year are met through annual rate adjustments, as needed, throughout the Projection Period. The projected revenue requirements for the water and sewer utilities over the entire Projection Period are provided in **Tables 9** and **10.**

Table 9 – Water Revenue Requirements for the Projection Period

Description	Projected for Fiscal Year Ending June 30				
	2026	2027	2028	2029	2030
Total O&M	$ 7,546,416	$ 7,425,877	$ 7,840,728	$ 8,285,541	$ 8,762,876
Existing Debt Service	929,713	942,375	956,891	970,592	986,519
Other Expenditures & Transfers	1,208,055	3,446,369	6,173,218	7,137,360	7,286,693
Gross Revenue Requirement	**$ 9,684,184**	**$ 11,814,621**	**$14,970,837**	**$ 16,393,493**	**$17,036,088**
Less Other Revenues	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)
Net Revenue Requirement	**$ 9,454,184**	**$ 11,584,621**	**$14,740,837**	**$ 16,163,493**	**$16,806,088**

Table 10 – Sewer Revenue Requirements for the Projection Period

Description	Projected for Fiscal Year Ending June 30				
	2026	2027	2028	2029	2030
Total O&M	$ 1,711,302	$ 1,779,913	$ 1,851,557	$ 1,926,384	$ 2,004,555
Other Expenditures & Transfers	626,968	429,428	671,184	798,025	764,030
Gross Revenue Requirement	**$ 2,338,270**	**$ 2,209,341**	**$ 2,522,741**	**$ 2,724,409**	**$ 2,768,585**
Less Other Revenues	(1,580,967)	(1,319,560)	(1,321,671)	(1,323,935)	(1,326,199)
Net Revenue Requirement	**$ 757,303**	**$ 889,781**	**$ 1,201,070**	**$ 1,400,474**	**$ 1,442,386**

2.4 Customers & Billable Flows

The rate study is described herein is heavily reliant upon a detailed analysis of system customers and their usage and demand characteristics. An analysis of the City's historical customer and

billing data for the existing utility customer base and metered/billable flows provide the determinants utilized in the cost-of-service analysis, and ultimately in calculating the monthly user rates and charges, which become the foundation for projecting future revenues generated by the water and sewer systems.

It is important to note that the customer and flow analysis focuses primarily on the customer classifications that will be subject to and impacted by the user rates and charges to be developed in the Report. This consists of the general service (retail) customers who currently pay for utility services pursuant to the existing user rates and charges as previously detailed. For the purposes of the rate study, it is these customers that will generate revenues based upon the proposed user rates and charges.

2.4.1 Customer Billing Analysis

For the rate study, detailed billing information was provided by City staff for each customer. This data offered a breakdown of water and sewer customers by class, usage characteristics, and billed charges. An analysis of the billing data was conducted to obtain an understanding of the existing customers, customer classes, and demand and usage characteristics for each customer class. In accordance with the data, and based on discussions with City staff, the utility systems provide service to various retail customer classes consisting of residential and non-residential, which includes commercial, institutional and industrial customers.

Each of these customer classes embodies certain common characteristics in their utility use and service demand profiles that provide the basis for establishing an equitable allocation of system costs. The billing data was utilized to identify the number of customer accounts and units within each class, the applicable equivalent dwelling units (EDUs), and the metered/billable usage profiles.

2.5 Financial Projections Under Existing Rates

The projected customers and accompanying billable flows were applied to the existing rates to develop a projection of user revenues that would be generated under existing rates. The revenues are then compared to the projected revenue requirements and expenditures to determine if revenue adjustments would be needed to meet the calculated revenue requirements shown in **Tables 9** and **10**.

Based on this comparison, it is projected that under the existing rates, the water and sewer systems would meet their collective projected operating and maintenance (O&M) costs, debt service payments and coverage requirements (water enterprise only), and costs of capital projects in Year 1 of the Projection period. However, the City would not be able to meet its financial obligations in the remaining years of the Projection Period. Therefore, revenue adjustments are recommended to generate additional cash to fund projected costs of operations, debt service, capital projects, and to maintain adequate cash reserves.

Although the City has not formally adopted reserve policies for its water and sewer utilities, the financial plan developed as part of this study includes reserve funding targets intended to support the financial stability of the utilities. For planning purposes, the analysis assumes operating reserves equivalent to at least 120 days of operating expenditures to provide sufficient working capital, address temporary revenue fluctuations, maintain cash flow stability, and fund unanticipated operational needs. The financial plan also includes capital reserve funding to support the repair, rehabilitation, and replacement of utility infrastructure and to help fund future

capital improvement needs. The cash-flow statements outlining the projected operating results under existing rates are summarized in **Tables 11** and **12** for the water and sewer systems, respectively. The proposed rates and projected financial results are addressed in the subsequent sections of this Report.

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Table 11 – Water System Projected Operating Results Under Existing Rates ($1,000s)

Description	Existing Rates	Projected for Fiscal Year Ending June 30			
		2027	2028	2029	2030
Revenues:					
Water Sales	$ 7,563	$ 7,567	$ 7,567	$ 7,567	$ 7,567
Other Revenues	230	230	230	230	230
Total Revenues	**$ 7,793**	**$ 7,797**	**$ 7,797**	**$ 7,797**	**$ 7,797**
Less O&M Expenses	(7,546)	(7,426)	(7,841)	(8,286)	(8,763)
Income Available for Debt Service	**$ 247**	**$ 371**	**$ (44)**	**$ (489)**	**$ (966)**
Debt Service:					
Existing	$ 930	$ 942	$ 957	$ 971	$ 987
Total Indebtedness	**$ 930**	**$ 942**	**$ 957**	**$ 971**	**$ 987**
Net Results	**$ (683)**	**$ (572)**	**$ (1,001)**	**$ (1,459)**	**$ (1,953)**
Reserve Fund Balance Activity:					
Operating Fund					
Beginning Balance	$ 3,448	$ 590	$ (2,962)	$ (9,641)	$ (18,162)
Deposit/(Withdrawal) from Operations	(683)	(572)	(1,001)	(1,459)	(1,953)
Transfer from/(to) Capital Reserve Fund	(234)	(2,931)	(5,628)	(7,012)	(5,845)
Transfer to Capital Fund	(50)	(50)	(50)	(50)	(50)
Total Operating Fund Balance	**$ 2,481**	**$ (2,962)**	**$ (9,641)**	**$ (18,162)**	**$ (26,010)**
Operating Days Cash on Hand	**120**	**(146)**	**(449)**	**(800)**	**(1,083)**
Capital Fund					
Beginning Balance	$ 1,097	$ 1,272	$ -	$ -	$ -
Transfer from/(to) Operating Fund	234	2,931	5,628	7,012	5,845
Water Capital Improvement Revenue	50	50	50	50	50
Cash Funded Capital Projects	(2,000)	(4,253)	(5,678)	(7,062)	(5,895)
Total Capital Fund Balance	**$ (619)**	**$ -**	**$ -**	**$ -**	**$ -**
Water Enterprise Reserves					
Beginning Fund Balance	$ 1,150	$ 1,150	$ 1,150	$ 1,150	$ 1,150
Revenues Toward Debt Service Payment	$ 930	$ 942	$ 957	$ 971	$ 987
Annual Debt Service Payment	(930)	(942)	(957)	(971)	(987)
Ending Fund Balance	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**
Total Fund Balance - Water	**$ 3,012**	**$ (1,812)**	**$ (8,491)**	**$ (17,012)**	**$ (24,860)**
Debt Coverage	**0.27**	**0.39**	**0.00**	**0.00**	**0.00**

Table 12 – Sewer System Projected Operating Results Under Existing Rates ($1,000s)

Description	Existing Rates	Projected for Fiscal Year Ending June 30			
		2027	2028	2029	2030
Revenues:					
Wastewater Sales	$ 594	$ 594	$ 594	$ 594	$ 594
Other Revenues	1,053	1,055	1,057	1,059	1,060
Total Revenues	**$ 1,647**	**$ 1,649**	**$ 1,651**	**$ 1,653**	**$ 1,654**
Less O&M Expenses	(1,711)	(1,780)	(1,852)	(1,926)	(2,005)
Income Available for Debt Service	**$ (64)**	**$ (131)**	**$ (201)**	**$ (274)**	**$ (350)**
Net Results	**$ (64)**	**$ (131)**	**$ (201)**	**$ (274)**	**$ (350)**
Reserve Fund Balance Activity:					
Operating Fund					
Beginning Balance	$ 1,933	$ 563	$ (244)	$ (1,189)	$ (2,158)
Deposit/(Withdrawal) from Operations	(64)	(131)	(201)	(274)	(350)
Transfer from/(to) Capital Reserve Fund	(1,276)	(646)	(714)	(665)	(456)
Transfer to Capital Fund	(30)	(30)	(30)	(30)	(30)
Total Operating Fund Balance	**$ 563**	**$ (244)**	**$ (1,189)**	**$ (2,158)**	**$ (2,994)**
Days Cash on Hand	**120**	**(50)**	**(234)**	**(409)**	**(545)**
Capital Fund					
Beginning Balance	$ 156	$ 400	$ -	$ -	$ -
Transfer from/(to) Operating Fund	1,276	646	714	665	456
Sewer Connection Fee Revenue	30	30	30	30	30
Cash Funded Capital Projects	(1,062)	(1,076)	(744)	(695)	(486)
Total Capital Fund Balance	**$ 400**	**$ -**	**$ -**	**$ -**	**$ -**
Total Fund Balance - Sewer	**$ 963**	**$ (244)**	**$ (1,189)**	**$ (2,158)**	**$ (2,994)**
Debt Coverage	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

Section 3 – Cost-of-Service (COS) Analysis

3.1 General

The costs incurred by a utility system are generally driven by specific service requirements imposed on the system by its customers. For water systems, the primary service requirements that drive costs include annual flow volumes, peak flow volumes (i.e., peak day and peak hour), the number of customers, and the types of customers served. For sewer systems, the primary service requirements that drive costs typically include annual sewer volumes, sewer treatment strength, such as Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS), and the number and types of customers served. Treatment related costs are not considered in this analysis since wastewater from City customers is conveyed to EMWD for treatment.

There are several different options that can be used to perform a cost-of-service (COS) analysis, and the allocation methodology depends upon the operating profile of the utility, data availability, and the basis applied. The water COS analysis performed for this rate study utilizes a common industry approach known as the base-extra capacity method. The sewer COS analysis involves an examination of the types of customers served in accordance with the California State Water Resources Control Board (SWRCB) *Revenue Program Guidelines for Wastewater Agencies* and data provided by City staff.

3.2 Water Cost-of-Service

The COS analysis utilizes the revenue requirements for the Test Year as a cost basis. The Test Year revenue requirements are functionally unbundled, classified and allocated to customer classes to determine the cost of service by class. As stated in **Section 3.1**, the water COS analysis involves an examination of annual flow volumes, peak flow volumes (i.e., peak day and peak hour), and the number and type of customers served. More detail related to the water COS approach can be found in **Appendix B**.

3.2.1 Peaking Factors

System-wide peaking factors were developed based on City-specific operating and customer data as described below, to allocate costs between Base Delivery and Max Day demand components. These components reflect capital, operational and infrastructure needs necessary to meet increased levels of demand under peak conditions. Base Delivery represents the average daily water demand placed on the system and reflects the capacity required to meet normal day-to-day customer demands. Max Day demand represents the additional capacity required to meet peak water demand experienced during periods of maximum system use.

Based on information provided by City staff, the average daily water demand during the most recent full year was approximately 2.9 million gallons per day (MGD), while the maximum day demand was approximately 4.4 MGD. As a result, the system-wide Max Day peaking factor is 1.52, indicating that maximum day demands are approximately 52 percent greater than average daily demands. The system-wide peaking factors are summarized in **Table 13**.

The comparison of average daily and maximum day demands indicates that approximately 66 percent of system capacity is attributable to Base Delivery demands and 34 percent is attributable to Max Day demands. These allocation factors are used to distribute Base Delivery and Max Day costs within the cost-of-service analysis.

Table 13 – Peaking Factors System-Wide

Description	Demand (MGD)	Factor	Base	Max Day	Total
Avg Day	2.90	1.00	100.00%	0.00%	**100.00%**
Max Day	4.40	1.52	65.91%	34.09%	**100.00%**

Max Day peaking factors for each customer class were then developed using customer billing data. Since daily usage data by customer class was not available, the ratio of maximum monthly usage to average monthly usage was used as a proxy for estimating class-specific Max Day peaking factors. The resulting peaking factors by customer class are presented in **Table 14**.

Table 14 – Peaking Factors by Customer Class

Description	Max Day Peaking Factor
Residential	
Tier 1 (0-11 Units)	1.86
Tier 2 (11+ Units)	2.39
Non-Residential	
All Flow	2.24

Once peaking factors were established, the Max Day demand for each customer class was calculated. Total annual water usage for each customer class was converted to an average daily demand by dividing annual consumption by 365 days. The average daily demand was then multiplied by the applicable customer class peaking factor to determine the total Max Day demand for each customer class. The additional capacity required to meet Max Day demands was calculated as the difference between the maximum day demand and average daily demand. The resulting allocation of average daily demand, Max Day demand, and additional capacity requirements by customer class is presented in **Table 15**.

Table 15 – Usage and Extra Capacity

Description	Flow		Max Day		
	Total Annual Flow (CCF)	Average Daily Flow (CCF)	Peaking Factor	Total Capacity	Extra Capacity
Residential					
Tier 1 (0-11 Units)	378,803	1,038	1.86	1,935	897
Tier 2 (11+ Units)	166,119	455	2.39	1,090	635
Non-Residential					
All Flow	550,963	1,509	2.24	3,386	1,877
Total	**1,095,885**	**3,002**		**6,411**	**3,409**

Consistent with the City's existing rate structure, in addition to their base charges, residential customers continue to be assessed a two-tier volumetric rate, while non-residential customers

continue to be assessed a uniform volumetric rate. The differing rate structures reflect the distinct usage characteristics of the respective customer classes while recovering each class's allocated proportional cost of service. Residential customers are billed for their service under a two-tier volumetric rate structure due to the inherent discretionary characteristics of their water use, including outdoor irrigation, which can vary significantly among customers during periods of peak demand, based upon their individualized needs. The tier thresholds were established based on analysis of historical residential usage patterns and the calculation of specific peak demand factors in this study, to ensure proportionate recovery of the utility's revenue requirements during periods of peak demand. In contrast, non-residential customers are charged a uniform volumetric rate because water use for commercial, industrial, institutional, and similar customers is generally driven by, and widely varies, based on the operational needs of the business. Unlike residential customers, businesses and other non-residential customers' ability to conserve water through discretionary usage is minimal.

3.2.2 Functional Unbundling of Revenue Requirements

The water system costs are unbundled into major cost components associated with providing water service. For the purposes of this analysis, costs were categorized into the following functional components: Supply/Treatment, Transmission, Distribution, Customer, and Administration. These functions represent the primary services provided by the water utility system.

A brief description of each functional component is provided below:

- **Supply/Treatment** – Costs associated with water supply, groundwater production, treatment, and other activities necessary to produce potable water.
- **Transmission** – Costs associated with major pumping facilities, transmission mains, and other infrastructure used to convey water throughout the system.
- **Distribution** – Costs associated with distribution mains and related facilities that deliver water to individual customer service connections.
- **Customer** – Costs associated with customer service functions, including meter reading, billing, account administration, collections, and other customer-related services.
- **Administration** – General and administrative costs, including management, finance, insurance, and other utility support functions that are not directly attributable to a specific operational component.

The allocation of the functionally unbundled revenue requirements for the Test Year is summarized in **Table 16**.

Table 16 – Functionally Unbundled Cost Allocations

Description	Test Year 2026
Total O&M	$ 7,546,416
Existing Debt Service	929,713
Future Debt Service	-
Other Expenditures & Transfers	1,208,055
Gross Revenue Requirement	**$ 9,684,184**
Less Other Revenues	(230,000)
Net Revenue Requirement	**$ 9,454,184**
Functional Unbundled Revenue Requirement	
Transmission & Distribution	$ 1,275,630
Pumping	502,100
Customer Service	20,250
Administration	4,203,436
Source of Supply	345,000
Water Adjudication	1,200,000
Existing Bond DS	929,713
CIP	2,000,000
Non-Rate Revenue	(230,000)
Fund Balance [1]	(791,945)
Total	**$ 9,454,184**

Notes:
[1] Represents a transfer from reserves to provide funding for capital outlay and CIP costs.

3.2.3 Classification of Water System Costs

As previously addressed, the functionally unbundled water system revenue requirements are then classified using the base-extra capacity cost allocation method. Under this approach, costs are classified into the following categories:

- **Base Costs** – Capital and operating costs associated with providing service under average demand conditions. These costs include the routine operation and maintenance of the City's water system, including groundwater production, treatment facilities, storage reservoirs, pumping, and the distribution system required to meet normal day-to-day water demands. Base costs generally vary with the total volume of water used.
- **Maximum Day (Extra Capacity) Costs** – Capital and certain operating costs associated with providing sufficient system capacity to meet peak demand conditions. These costs reflect the additional infrastructure required to deliver water during periods of maximum demand, including larger transmission and distribution mains, storage reservoirs, pumping facilities, and other system components sized to accommodate peak water demands beyond average usage levels, as well as increased treatment and pumping costs during peak demand periods.

- **Meter and Services Costs** – Costs associated with customer meters, service connections, meter maintenance, testing, replacement, and other meter- and service-related activities necessary to provide water service.
- **Billing and Collection Costs** – Costs associated with customer service functions, including billing, collections, accounting, and recordkeeping, and other activities that are generally independent of the amount of water consumption and meter size, and are not subject to peak demand factors.
- **Fire Protection Costs** – Costs associated with providing fire flow capacity and maintaining facilities necessary to support fire protection requirements throughout the service area.
- **Water Adjudication Costs** – Costs associated with the City's participation in the Hemet-San Jacinto Groundwater Management Area, including Watermaster assessments, groundwater basin management activities, and the purchase of supplemental water supplies required to support groundwater replenishment and long-term basin sustainability. These costs are incurred to help maintain a reliable groundwater supply and are allocated based on total water usage.

Under the base-extra capacity methodology, costs are separated between those attributable to average demand requirements (base capacity) and those attributable to peak demand requirements (extra capacity). Components, such as Treatment, Transmission, and Distribution are allocated based on flows and applicable peaking factors. Meters and Services costs are allocated based on meter size, Billing and Collection costs are allocated on a per-account basis, Fire Protection costs are allocated to customer classes based on their share of fire protection demand, and Water Adjudication costs are allocated based on total water usage, reflecting the relationship between groundwater management activities and the quantity of water supplied to customers.

The cost allocation factors developed for the Test Year are based on the most recent customer and system data available at the time of the analysis (i.e., the most recent fiscal year). While the City's customer base is not expected to change materially during the Projection Period, future changes in customer usage patterns, weather conditions, economic activity, or other factors may affect the allocation of costs among customer classes. The system-wide cost classifications by service characteristics are summarized in **Table 17**.

Table 17 - Classification of Unbundled Revenue Requirements

Component	Base	Extra Capacity Max Day	Meters & Services	Billing & Collection	Fire Protection	Water Adjudication	Total
Transmission & Distribution	$ 570,884	$ 704,746	$ -	$ -	$ -	$ -	$ 1,275,630
Pumping	224,705	277,395	-	-	-	-	502,100
Customer Service	-	-	-	19,955	295	-	20,250
Administration	-	-	4,142,177	-	61,259	-	4,203,436
Source of Supply	345,000	-	-	-	-	-	345,000
Water Adjudication	-	-	-	-	-	1,200,000	1,200,000
Existing Bond DS	929,713	-	-	-	-	-	929,713
New Bond DS	-	-	-	-	-	-	-
CIP	895,062	1,104,938	-	-	-	-	2,000,000
Non-Rate Revenue & Fund Balance	(326,692)	(229,932)	(456,341)	(2,198)	(6,781)	-	(1,021,945)
Total	**$ 2,638,672**	**$ 1,857,147**	**$ 3,685,836**	**$ 17,756**	**$ 54,773**	**$ 1,200,000**	**$ 9,454,184**

3.2.4 Allocation to Customer Classes and Unit Cost Development

The functionalized and classified revenue requirements are allocated to customer classes using allocation factors designed to reflect the manner in which costs are incurred and the demands placed on the water system by each customer class. The allocation basis for each cost component is summarized below:

- **Base Costs** – Allocated based on each customer class's proportionate share of the base annual water usage.
- **Extra Capacity (Max Day) System Costs** – Allocated based on each customer class's proportionate share of maximum day demand requirements.
- **Meters and Services Costs** – Allocated based on the relative percentage of Equivalent Dwelling Units (EDUs) represented by each customer class. EDUs reflect the relative service capacity associated with different meter sizes and serve as a measure of the potential demand that customers may place on the water system.
- **Billing and Collection Costs** – Allocated based on each customer class's proportionate share of customer bills.
- **Fire Protection Costs** – Allocated based on each customer class's proportionate share of fire protection demand requirements.
- **Water Adjudication Costs** – Allocated based on each customer class's proportionate share of total water usage.

The units of service used to allocate costs among customer classes are summarized in **Table 18**. Depending on the cost component being allocated, the units of service include annual water usage measured in one hundred cubic feet (CCF), maximum day demand expressed in CCF per day, the number of accounts and EDUs, customer bills, and fire protection demand units.

Annual water usage is used to allocate Base and Water Adjudication costs, reflecting the relationship between these costs and the quantity of water supplied to customers. Extra Capacity (Max Day) costs are allocated based on maximum day demand requirements expressed in CCF per day. Meters and Services costs are allocated using EDUs, which reflect the relative service capacity associated with different meter sizes. Billing and Collection costs are allocated based on the number of customer bills, while Fire Protection costs are allocated based on fire protection demand units. The resulting units of service are presented in **Table 18**.

Table 18 – Units of Service

Description	EDUs	Accounts/ Units	Base (CCF)	Max Day (CCF/Day)
Residential	**4,037**	**3,922**	**544,922**	**1,532**
Tier 1 (0-11 Units)			378,803	897
Tier 2 (11+ Units)			166,119	635
Non-Residential	**1,924**	**676**	**550,963**	**1,877**
All Flow			550,963	1,877
Fire Service	**1,712**	**68**	**0**	**0**
All Flow			0	0
Total	**7,673**	**4,666**	**1,095,885**	**3,409**

The allocated revenue requirement for each cost component is then divided by the corresponding unit of service to calculate a unit cost. These costs represent the cost of providing each component of water service on a per unit basis and are subsequently used to allocate costs among customer classes and develop cost-based rates. The unit costs for each cost component are summarized in **Table 19**.

Table 19 – Cost Per Unit

Description	Base	Extra Capacity Max Day	Meters & Services	Billing & Collection	Fire Protection	Water Adjudication	Total
Total Revenue Requirement	$ 2,638,672	$ 1,857,147	$ 3,685,836	$ 17,756	$ 54,773	$ 1,200,000	**$ 9,454,184**
Units of Service	1,095,885	3,409	71,536	55,992	20,540	1,095,885	
	CCF	CCF/Day	EDUs/Monthly	Bills/Monthly	EDUs/Year	CCF	
Cost Per Unit	**$ 2.41**	**$ 544.84**	**$ 51.52**	**$ 0.32**	**$ 2.67**	**$ 1.10**	

The cost-of-service allocation for each customer class is determined by applying the unit costs developed in **Table 19** to the applicable units of service identified in **Table 18**. This process allocates the revenue requirement for each cost component to customer classes based on the relative demands they place on the water system and the way in which costs are incurred.

For the account-based and EDU-based cost components, the monthly units of service are converted to annual units by multiplying them by twelve (12) to reflect a full year of service before applying the applicable unit costs. Usage-based and demand-based cost components are allocated using the corresponding annual water usage and maximum day demand units. The resulting allocation of the revenue requirement by customer class and cost component is summarized in **Table 20**.

Table 20 – Cost of Service by Customer Class and Cost Component

Description	EDUs	Accounts/ Units	Base (CCF)	Max Day (CCF/Day)	Water Adjudication	Total
Residential	**$ 2,496,245**	**$ 14,925**	**$ 1,312,063**	**$ 834,705**	**$ 596,693**	**$ 5,254,631**
Tier 1 (0-11 Units)			$ 912,082	$ 488,978	$ 414,791	
Tier 2 (11+ Units)			$ 399,981	$ 345,728	$ 181,901	
Non-Residential	**$ 1,189,591**	**$ 2,573**	**$ 1,326,609**	**$ 1,022,442**	**$ 603,307**	**$ 4,144,521**
All Flow			$ 1,326,609	$ 1,022,442	$ 603,307	
Fire Service	**$ 54,773**	**$ 259**	**$ -**	**$ -**	**$ -**	**$ 55,031**
All Flow			$ -	$ -	$ -	
Total	**$ 3,740,609**	**$ 17,756**	**$ 2,638,672**	**$ 1,857,147**	**$ 1,200,000**	**$ 9,454,184**

3.2.5 Rate Design by Unit Cost

The unit costs developed in the previous section are used to develop the proposed water rates for the Test Year. The proposed rate structure consists of both fixed and volumetric rate components designed to recover the costs of providing water service in proportion to the way those costs are incurred. The fixed rate component is based on accounts, EDUs, and the allocated customer-related costs which are recovered through monthly fixed charges that vary based on meter size. The volumetric rate component is assessed based on annual customer water consumption and extra capacity requirements (Max Day).

The City currently assesses a Water Adjudication Fee to recover costs associated with groundwater basin management and replenishment activities required under the Hemet-San Jacinto Groundwater Management Program. Because these costs are directly related to maintaining the long-term availability and sustainability of the groundwater resources used to supply customers, the associated revenue requirement is recovered through a volumetric surcharge based on water consumption. This approach allocates the costs in proportion to customer water usage.

The first component of the fixed meter charge is calculated on an EDU basis. It is common practice in the water utility industry to establish a rate structure that includes an incremental service availability charge that reflects the potential demand a customer may place on the water system. Customers with larger meters will have the ability to place greater demands on the system and therefore pay proportionately higher fixed charges.

The methodology for increasing fixed charges by meter size is based on standardized meter capacity criteria established by the American Water Works Association (AWWA). Under this approach, a standard 3/4-inch water meter (i.e., the typical standard meter size for a single-family residential customer in the City of San Jacinto) is assigned a factor of 1.0 EDU, and larger meter sizes are assigned EDU factors based on their relative hydraulic capacity. These factors provide a consistent and equitable method for allocating fixed costs among customers based on the potential demand associated with their meter size. The applicable EDU factors used in this analysis are summarized in **Table 21**.

Table 21 - AWWA Meter Equivalency Factors

Description	AWWA Factors [1]
Meter Size	
5/8 Inch	1.00
3/4 Inch	1.00
1.0 Inch	1.67
1.5 Inch	3.33
2.0 Inch	5.33
3.0 Inch	10.00
4.0 Inch	16.67
6.0 Inch	33.33
8.0 Inch	53.33
10.0 Inch	76.67
Notes: [1] Meter-size equivalency factors established by the AWWA and identified in AWWA Standards C700, M1 and M22.	

Table 22 provides an illustration of how the AWWA meter-size equivalency factors are applied to the total customer accounts by meter-size to determine the total EDUs that the water system serves**.**

Table 22 – Total Monthly Accounts & EDUs

Description	[A]	[B]	[C]=[A]*[B]
	AWWA Factors	Total Accounts by Meter Size	Total EDUS
Meter Size			
5/8 Inch	1.00	133	133
3/4 Inch	1.00	3,998	3,998
1.0 Inch	1.67	284	473
1.5 Inch	3.33	44	147
2.0 Inch	5.33	126	672
3.0 Inch	10.00	7	70
4.0 Inch	16.67	39	650
6.0 Inch	33.33	18	600
8.0 Inch	53.33	16	853
10.0 Inch	76.67	1	77
All Customer total		**4,666**	**7,673**

The second component of the fixed charge is the customer charge. Unlike meter-related costs, customer costs do not vary based on meter size and are incurred equally for each customer

account. Accordingly, the customer unit cost is applied uniformly to all customer accounts regardless of meter size. Therefore, the customer unit cost of **$0.32** is applied equally to each customer account. The two fixed charge components are added together to develop the total proposed fixed charge for each respective meter size. The proposed fixed charges for the Test Year are shown in **Table 23**.

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Table 23 – Monthly Fixed Charge Calculation

Meter Size	Capacity Ratio	Meter Charge	Customer Charge	Proposed Fixed Charge
Monthly Fixed Charge:				
All Customers				
5/8 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**
3/4 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**
1.0 Inch	1.67	$ 85.87	$ 0.32	**$ 86.19**
1.5 Inch	3.33	$ 171.75	$ 0.32	**$ 172.06**
2.0 Inch	5.33	$ 274.80	$ 0.32	**$ 275.11**
3.0 Inch	10.00	$ 515.24	$ 0.32	**$ 515.56**
4.0 Inch	16.67	$ 858.74	$ 0.32	**$ 859.05**
6.0 Inch	33.33	$ 1,717.47	$ 0.32	**$ 1,717.79**
8.0 Inch	53.33	$ 2,747.96	$ 0.32	**$ 2,748.28**
Fire Service				
5/8 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**
3/4 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**
1.0 Inch	1.67	$ 4.44	$ 0.32	**$ 4.76**
1.5 Inch	3.33	$ 8.89	$ 0.32	**$ 9.21**
2.0 Inch	5.33	$ 14.22	$ 0.32	**$ 14.54**
3.0 Inch	10.00	$ 26.67	$ 0.32	**$ 26.98**
4.0 Inch	16.67	$ 44.44	$ 0.32	**$ 44.76**
6.0 Inch	33.33	$ 88.89	$ 0.32	**$ 89.20**
8.0 Inch	53.33	$ 142.22	$ 0.32	**$ 142.54**
10.0 Inch	76.67	$ 204.44	$ 0.32	**$ 204.76**
12.0 Inch	143.33	$ 382.22	$ 0.32	**$ 382.53**

In addition to the fixed charges, volumetric rates were developed to recover costs through charges based on water consumption. Consistent with the City's existing rate structure, residential customers, including both single-family and multi-family residential accounts, are assessed a two-tier volumetric rate designed to promote efficient water use while recovering the cost of providing service. Non-residential customers are assessed a uniform volumetric rate under which the rate per unit of water remains constant regardless of the volume consumed.

The volumetric rate consists of two primary cost components: 1) a component for base usage that recovers costs associated with average water usage and 2) a component for peak usage that recovers costs associated with meeting peak demand requirements. The Max Day demand costs from **Table 20** are divided by the total annual water usage to calculate the peaking unit costs shown in **Table 24**.

Table 24 – Peaking Unit Cost Calculation

Customer Class	[A] Peaking Costs	[B] Annual Use (CCF)	[C]=[A]/[B] Peaking Unit Cost
Residential			
Tier 1 (0-11 Units)	$ 488,978	378,803	$ 1.29
Tier 2 (11+ Units)	$ 345,728	166,119	$ 2.08
Non-Residential			
All Flow	$ 1,022,442	550,963	$ 1.86
Total	**$ 1,857,147**	**1,095,885**	

The total system peaking unit cost is then added to the base unit cost to develop the proposed volumetric rate per 100 cubic feet (CCF). Water Adjudication costs are recovered through a separate volumetric surcharge based on water consumption to fund groundwater basin management and replenishment activities. The resulting volumetric charges, including the Water Adjudication Fee, are summarized in **Table 25**.

Table 25 – Volumetric Rate Calculation

Customer Class	[A] Base Rate	[B] Peaking Rate	[C]=[A]+[B] Proposed Rate ($/CCF)
Residential			
Tier 1 (0-11 Units)	$ 2.41	$ 1.29	$ 3.70
Tier 2 (11+ Units)	$ 2.41	$ 2.08	$ 4.49
Non-Residential			
All Flow	$ 2.41	$ 1.86	$ 4.26
Water Adjudication Fee			
All Flow	$ 1.10	$ -	$ 1.10

3.2.6 Cost-of-Service and Revenue Check

Following the development of the proposed rates, a cost-of-service revenue check was performed to verify that the rates recover the allocated revenue requirement from each customer class in a manner that is proportional to the cost of providing service. The proposed rates were applied to the customer service units identified in **Table 18** to estimate the revenues generated from each customer class.

The resulting revenues were then compared to the allocated cost of service for each customer class to confirm that the proposed rate structure equitably recovers utility costs and is consistent with the cost allocation methodology developed in this analysis. The allocated costs and projected revenues by customer class are summarized in **Table 26**.

Table 26 – Proposed Rate Revenues vs. COS

Customer Class	[A]	[B]	[C]=[A]*[B]	[D]	[E]=[D]-[C]
	Units	Proposed Rates	Total Revenue	Total COS Revenues	Difference Calc vs COS
Residential					
5/8 Inch	109	$ 51.84	$ 67,808	$ 67,808	$ -
3/4 Inch	3,689	$ 51.84	$ 2,294,912	$ 2,294,912	$ -
1.0 Inch	114	$ 86.19	$ 117,909	$ 117,909	$ -
1.5 Inch	2	$ 172.06	$ 4,130	$ 4,130	$ -
2.0 Inch	8	$ 275.11	$ 26,411	$ 26,411	$ -
Tier 1 (0-11 Units)	378,803	$ 3.70	$ 1,401,059	$ 1,401,059	$ -
Tier 2 (11+ Units)	166,119	$ 4.49	$ 745,709	$ 745,709	$ -
Non-Residential					
5/8 Inch	24	$ 51.84	$ 14,930	$ 14,930	$ -
3/4 Inch	294	$ 51.84	$ 182,896	$ 182,896	$ -
1.0 Inch	170	$ 86.19	$ 175,829	$ 175,829	$ -
1.5 Inch	42	$ 172.06	$ 86,721	$ 86,721	$ -
2.0 Inch	118	$ 275.11	$ 389,560	$ 389,560	$ -
3.0 Inch	7	$ 515.56	$ 43,307	$ 43,307	$ -
4.0 Inch	13	$ 859.05	$ 134,012	$ 134,012	$ -
6.0 Inch	8	$ 1,717.79	$ 164,908	$ 164,908	$ -
All Flow	550,963	$ 4.26	$ 2,349,050	$ 2,349,050	$ -
Fire Service					
3/4 Inch	15	$ 2.98	$ 537	$ 537	$ -
4.0 Inch	26	$ 44.76	$ 13,965	$ 13,965	$ -
6.0 Inch	10	$ 89.20	$ 10,705	$ 10,705	$ -
8.0 Inch	16	$ 142.54	$ 27,367	$ 27,367	$ -
10.0 Inch	1	$ 204.76	$ 2,457	$ 2,457	$ -
Water Adjudication Fee	1,095,885	$ 1.10	$ 1,200,000	$ 1,200,000	$ -
Total Water System			**$ 9,454,184**	**$ 9,454,184**	$ -

3.3 Sewer Cost-of-Service

As with the water system, the sewer cost-of-service (COS) analysis utilizes the Test Year revenue requirement as the basis for allocating costs to customer classes. The analysis evaluates the costs incurred to provide wastewater collection services and allocates those costs among customer classes based on the demands they place on the sewer collection system. The resulting cost allocations provide the basis for developing rates that equitably recover the cost of service from customers.

The sewer COS analysis was performed through a functionalization, classification, and allocation process, consistent with generally accepted utility ratemaking principles, to determine the cost of service by customer class. Additional information regarding the sewer COS methodology is provided in **Appendix C**.

3.3.1 Functional Unbundling of Revenue Requirements

The sewer system costs are functionally unbundled into the major cost components associated with providing sewer collection services: Collection, Customer, and Administration.

A brief description of each component is as follows:

- **Collection** – Costs associated with operating, maintaining, repairing, and replacing the wastewater collection system, including sewer mains, manholes, lift stations, and related infrastructure used to convey wastewater to regional treatment facilities.
- **Customer** – Costs associated with customer service functions, including billing, account administration, collections, recordkeeping, and other customer-related services.
- **Administration** – General and administrative costs, including management, finance, insurance, and other utility support functions that are not directly attributable to a specific operational component.

The allocation of the functionally unbundled revenue requirement for the Test Year is summarized in **Table 27**.

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Table 27 - Functional Unbundled Cost Allocations

Description	Test Year 2026
Total O&M	$ 1,711,302
Other Expenditures & Transfers	626,968
Gross Revenue Requirement	**$ 2,338,270**
Less Other Revenues	(1,580,967)
Net Revenue Requirement	**$ 757,303**
Functional Unbundled Revenue Requirement	
Collection	$ 738,800
Administration	$ 963,952
Pumping	$ 7,800
Customer Service	$ 750
CIP	$ 1,061,812
Non-Rate Revenue	$ (1,580,967)
Fund Balance [1]	$ (434,844)
Total	**$ 757,303**

Notes:
[1] Represents a transfer from reserves to provide funding for capital outlay and CIP costs.

3.3.2 Classification of Revenue Requirements

The functionally unbundled revenue requirement for the sewer system is classified according to how costs are incurred and the factors that drive those costs. For purposes of this analysis, costs were classified into Collection, Customer, and Administration cost components. Collection costs are associated with the operation, maintenance, repair, rehabilitation, and replacement of the sewer collection system. Customer costs include billing, account administration, collections, and other customer-related activities that are generally independent of wastewater flow. Administration costs include management, finance, insurance, and other utility support functions necessary for the operation of the sewer utility.

Because the City's sewer rates are based on Equivalent Dwelling Units (EDUs), the classified costs are allocated to customer classes based on their proportionate share of total system EDUs. For most customers, EDUs are assigned based on the type of customer and established equivalency factors related to their sewer discharge characteristics, which are directly related to the costs incurred to treat and dispose of that discharge. However, for a limited group of non-residential customers that are billed based on monthly sewer flow, the applicable EDUs are calculated using actual water consumption. Annual water usage is divided by 11 CCF and then by twelve (12) months to determine the equivalent monthly EDUs. This approach converts actual wastewater demand into equivalent residential units, allowing these customers to remain within the City's EDU-based cost allocation methodology while more accurately reflecting their proportional use of the sewer system. The resulting system-wide cost classifications for the Test Year are summarized in **Table 28**.

Table 28 - Classification of Unbundled Revenue Requirements

Component	Total
Collection	$ 738,800
Administration	963,952
Pumping	7,800
Customer Service	750
CIP	1,061,812
Non-Rate Revenue & Fund Balance	(2,015,811)
Total	**$ 757,303**

3.3.3 Allocation to Customer Classes and Unit Cost Development

The functionalized and classified revenue requirement is allocated to customer classes based on each customer class's proportionate share of total system Equivalent Dwelling Units (EDUs). EDUs provide a standardized measure of relative wastewater demand and are used to allocate costs among customer classes in proportion to the demands they place on the sewer collection system. Most customer classes are assigned fixed Equivalent Dwelling Units (EDUs) based on the City's established customer classifications. However, a limited group of non-residential customers, including churches, restaurants, commercial/industrial customers, and schools, are billed based on monthly sewer flow. For these customers, actual water consumption is used to determine the equivalent number of EDUs, allowing sewer charges to more accurately reflect each customer's proportional use of the sewer system.

The units of service used to allocate costs among customer classes are summarized in **Table 29**. The units of service consist of customer accounts and associated customer units based on the City's billing records. The resulting allocation factors and unit costs provide the basis for developing cost-based sewer rates.

Table 29 – Units of Service

Description	Total Customers	Total EDUs [1]	CCF Flows [2]	Calculated EDUs
Single Residential				
Single Residential	3,747	3,775	488,334	3,700
Single Apartment	1	1	284	2
Sub-Total Single Residential	**3,748**	**3,776**	**488,618**	**3,702**
Multiple Residential				
Apt/Condos per Unit	46	538	68,756	521
Multiple Residential Units	13	21	2,961	22
Multiple Units	217	558	55,644	422
Sub-Total Multiple Residential	**276**	**1,117**	**127,361**	**965**
Mobile Home Park				
12 Units X 8.22	1	12	396	3
76 Units X 8.22	1	76	5,937	45
Mh/Rv Parks Per Unit	11	475	41,610	315
Sub-Total Mobile Home Park	**13**	**563**	**47,943**	**363**
Commercial				
Commercial - 1 Unit	63	63	17,517	133
Commercial per Unit	21	41	13,663	104
Commercial/Industrial [3]	106	152	20,123	152
Sub-Total Commercial	**190**	**256**	**51,302**	**389**
Church				
Church per Unit	2	2	287	2
Church - per water use [3]	18	35	4,571	35
Sub-Total Church	**20**	**37**	**4,857**	**37**
Hotel/Motel				
Hotel/Motel - 1 Unit	1	1	1,131	9
Hotel/Motel per Unit	6	54	6,376	48
Sub-Total Hotel/Motel	**7**	**55**	**7,507**	**57**
Restaurant				
Restaurant - per water use [3]	7	15	2,012	15
Sub-Total Restaurant	**7**	**15**	**2,012**	**15**
School				
Park Hill Elementary	1	1	-	1
School - per water use [3]	15	200	26,399	200
Sub-Total School	**16**	**201**	**26,399**	**201**
Sewer System Total	**4,277**	**6,020**	**755,999**	**5,728**

Notes:

[1] For all customers, EDUs are based on the number of dwelling units with the exception of those non-residential customers billed based on monthly water usage. Please refer to footnote [3] below regarding how the EDUs are calculate for these customer classifications.

[2] Assumed annual residential sewer flows were calculated by taking the average winter consumption for the lowest three months of the most recent full fiscal year of water customer data provided, then determining the factor of the winter average usage to the total annual average monthly water usage for the most recent full fiscal year of water customer data provided. This factor was then applied to the projected monthly average "Test Year" water flows to determine the "Test Year" annual sewer flows.

[3] These non-residential customers are billed based on monthly sewer flow. Therefore, total EDUs are calculated by dividing the annual water usage by 11 CCF and then by 12 months to determine the monthly EDUs. Based on historical monthly usage per residential customer, one (1) Equivalent Dwelling Unit (EDU) equals 11 CCF.

To allocate the sewer system revenue requirement among customer classes, a unit cost is developed based on the total number of system EDUs. The allocated revenue requirement is divided by the corresponding units of service to develop a cost per EDU. The resulting unit cost represents the average cost of providing sewer collection service and forms the basis for allocating costs among customer classes. The calculated unit cost is summarized in **Table 30**.

Table 30 – Cost Per Unit

Description	Sewer	Total
Total Revenue Requirement	$ 757,303	**$ 757,303**
Units of Service	6,020	
	EDUs/Monthly	
Cost Per Unit	**$ 10.48**	

The allocation of the revenue requirement to each customer class is based on the cost per unit for each component multiplied by the units of service for each customer class. The study maintains the City's existing customer classifications and billing methodology for individual accounts. Existing fixed EDU assignments for non-residential accounts reflect the City's historical customer classifications and were not re-evaluated as part of this study. The total costs to be recovered from each customer class by rate component are shown in **Table 31**.

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Table 31 – Cost-of-Service by Customer Class and Cost Component

Description	Sewer	Total
Single Residential		
Single Residential	$ 474,863	$ 474,863
Single Apartment	126	126
Sub-Total Single Residential	**$ 474,989**	**$ 474,989**
Multiple Residential		
Apt/Condos per Unit	$ 67,676	$ 67,676
Multiple Residential Units	2,642	2,642
Multiple Units	70,192	70,192
Sub-Total Multiple Residential	**$ 140,509**	**$ 140,509**
Mobile Home Park		
12 units x 8.22	$ 1,509	$ 1,509
76 units x 8.22	9,560	9,560
MH/RV Parks per Unit	59,751	59,751
Sub-Total Mobile Home Park	**$ 70,821**	**$ 70,821**
Commercial		
Commercial - 1 Unit	$ 7,925	$ 7,925
Commercial per Unit	5,157	5,157
Commercial/Industrial	19,177	19,177
Sub-Total Commercial	**$ 32,259**	**$ 32,259**
Church		
Church per Unit	$ 252	$ 252
Church - Per Water Use	4,356	4,356
Sub-Total Church	**$ 4,607**	**$ 4,607**
Hotel/Motel		
Hotel/Motel - 1 Unit	$ 126	$ 126
Hotel/Motel per Unit	6,793	6,793
Sub-Total Hotel/Motel	**$ 6,919**	**$ 6,919**
Restaurant		
Restaurant - Per Water Use	$ 1,917	$ 1,917
Sub-Total Restaurant	**$ 1,917**	**$ 1,917**
School		
Park Hill Elementary	$ 126	$ 126
School - Per Water Use	25,157	25,157
Sub-Total School	**$ 25,283**	**$ 25,283**
Total	**$ 757,303**	**$ 757,303**

3.3.4 Cost-of-Service and Revenue Check

Following the development of the proposed sewer rates, a cost-of-service revenue check is performed to verify that the rates recover the allocated revenue requirement from each customer class in a manner that is proportional to the cost of providing service. The proposed rates were applied to the customer service units identified in the analysis to estimate the revenues generated from each customer class.

The proposed sewer rate structure consists primarily of a fixed charge based on EDUs. In addition, certain non-residential customers are assessed a volumetric sewer charge based on metered water consumption. The combination of fixed and volumetric charges for various customer classes is designed to recover the allocated cost of service from each customer class in a fair and equitable manner.

The resulting revenues were then compared to the allocated cost of service for each customer class to confirm that the proposed rate structure is consistent with the cost allocation methodology developed in this analysis. The allocated costs and projected revenues by customer class are summarized in **Table 32**.

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Table 32 – Proposed Rate Revenues vs. COS

Description	[A] Monthly Dwelling Units	[B] Proposed Monthly Fixed Fee	[C]=[A]*[B]*12 Total Fixed Fee Revenue	[D] Billable Annual Volume (CCF)	[E] Proposed Volumetric Rate	[F]=[D]*[E] Total Volumetric Rate Revenues	[G]=[C]+[F] Total Calculated Revenues	[H] Total COS Revenues	[I]=[H]-[G] Difference Calc vs COS
Single Residential									
Single Residential	3,775	$ 10.48	$ 474,863	N/A	N/A	N/A	$ 474,863	$ 474,863	$ -
Single Apartment	1	$ 10.48	126	N/A	N/A	N/A	126	126	-
Multiple Residential									
Apt/Condos per Unit	538	$ 10.48	$ 67,676	N/A	N/A	N/A	$ 67,676	$ 67,676	$ -
Multiple Residential Units	21	$ 10.48	2,642	N/A	N/A	N/A	2,642	2,642	-
Multiple Units	558	$ 10.48	70,192	N/A	N/A	N/A	70,192	70,192	-
Mobile Home Park									
12 units x 8.22	12	$ 10.48	$ 1,509	N/A	N/A	N/A	$ 1,509	$ 1,509	$ -
76 units x 8.22	76	$ 10.48	9,560	N/A	N/A	N/A	9,560	9,560	-
MH/RV Parks per Unit	475	$ 10.48	59,751	N/A	N/A	N/A	59,751	59,751	-
Commercial									
Commercial - 1 Unit	63	$ 10.48	$ 7,925	N/A	N/A	N/A	$ 7,925	$ 7,925	$ -
Commercial per Unit	41	$ 10.48	5,157	N/A	N/A	N/A	5,157	5,157	-
Commercial/Industrial	152	N/A	N/A	20,123	$ 0.95	$ 19,177	19,177	19,177	-
Church									
Church per Unit	2	$ 10.48	$ 252	N/A	N/A	N/A	$ 252	$ 252	$ -
Church - per water use	35	N/A	N/A	4,571	$ 0.95	$ 4,356	4,356	4,356	-
Hotel/Motel									
Hotel/Motel - 1 Unit	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
Hotel/Motel per Unit	54	$ 10.48	6,793	N/A	N/A	N/A	6,793	6,793	-
Restaurant									
Restaurant - per water use	15	N/A	N/A	2,012	$ 0.95	$ 1,917	$ 1,917	$ 1,917	$ -
School									
Park Hill Elementary	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
School - per water use	200	N/A	N/A	26,399	$ 0.95	$ 25,157	25,157	25,157	-
Total	**6,020**		**$ 706,697**	**53,104**		**$ 50,606**	**$ 757,303**	**$ 757,303**	**$ -**

Section 4 – Proposed Test Year Rates

4.1 General

The methodology used to calculate the recommended water and sewer rates proposed herein involves applying the projected customer units of service to the user rates developed in the preceding COS and rate design analyses to calculate the estimated revenues that would be generated. Then, these projected revenues are compared to the estimated Test Year revenue requirements, and the water and sewer rates are adjusted on a percentage basis as necessary until the revenues generated are sufficient to meet the revenue needs of the water and sewer systems.

The COS analyses determined that revenue adjustments are necessary to provide sufficient funding for ongoing operations, capital improvements, reserve funding, debt service obligations, and other utility-related expenditures. Consistent with the findings of the cost-of-service analyses, the proposed rates maintain the City's existing rate structures while adjusting the rates as necessary to recover the projected revenue requirements of each utility system.

The proposed water and sewer rates for the Test Year are summarized in **Tables 33** and **34**, respectively.

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Table 33 – Proposed Monthly Water Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge:	
All Customers	
5/8 Inch	$ 51.84
3/4 Inch	$ 51.84
1.0 Inch	$ 86.19
1.5 Inch	$ 172.06
2.0 Inch	$ 275.11
3.0 Inch	$ 515.56
4.0 Inch	$ 859.05
6.0 Inch	$ 1,717.79
8.0 Inch	$ 2,748.28
Fire Service	
5/8 Inch	$ 2.98
3/4 Inch	$ 2.98
1.0 Inch	$ 4.76
1.5 Inch	$ 9.21
2.0 Inch	$ 14.54
3.0 Inch	$ 26.98
4.0 Inch	$ 44.76
6.0 Inch	$ 89.20
8.0 Inch	$ 142.54
10.0 Inch	$ 204.76
12.0 Inch	$ 382.53
Construction Meter	
Construction Meter	$ 515.56
Volumetric Rates Per 100 Cubic Feet:	
Residential	
Tier 1 (0-11 Units)	$ 3.70
Tier 2 (11+ Units)	$ 4.49
All Non-Residential Customers	
All Flow	$ 4.26
Water Adjudication Fee	
All Flow	$ 1.10

Table 34 – Proposed Monthly Sewer Rates

Description	Proposed Rates FY 2026
Monthly Fixed Charge: [1]	
All Customers (Per EDU)	$ 10.48
Volumetric Rates Per 100 Cubic Feet: [2]	
See Footnote	$ 0.95
EMWD Related Charges: [3]	
Sewer (per EDU)	$ 10.48
Sewer (per Sewage Unit)	$ 40.31

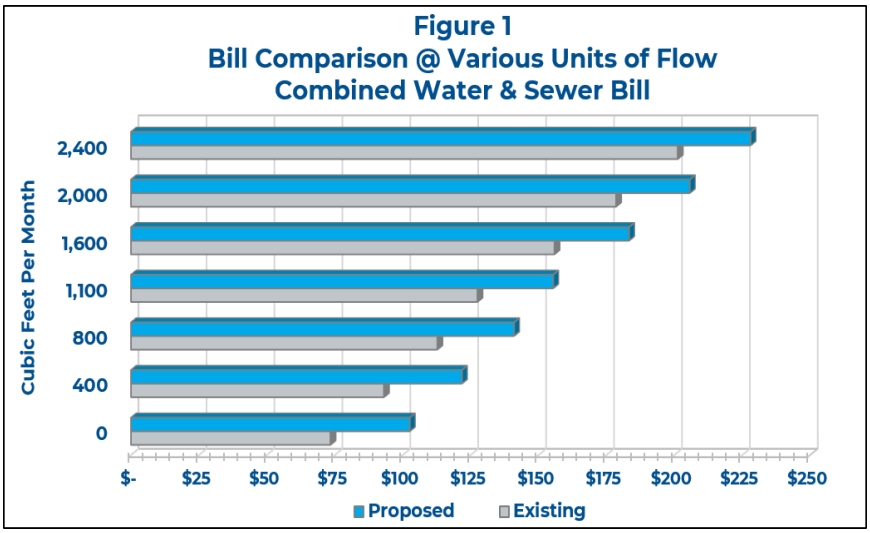
Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

4.2 Typical Monthly Bill Comparison



In addition to evaluating the adequacy of the revenues generated by the proposed rates, it is important to understand the impact that the proposed rate adjustments will have on utility customers. Tables **35**, **36**, and **37** compare monthly water, sewer, and combined utility bills under the existing and proposed rates at various levels of water consumption. All sewer bill comparisons include both the City's sewer collection charges and Eastern Municipal Water District's (EMWD) wastewater treatment charges.

Figure 1 provides a graphical comparison of existing and proposed combined utility bills for a typical single-family residential customer receiving both water and sewer service. Based on a historical billing analysis, the average single-family residential customer uses approximately 1,100 cubic feet of water per month. Under the proposed rates, the monthly combined utility bill for a typical single-family residential customer is projected to increase by approximately **$27.88**, from $127.54 to $155.42 per month.

Table 35 – Single-Family Residential Water Bill Impact

Description	Monthly Flow (CF)	Monthly Charges		$ Amount Difference
		Existing	Proposed	
Residential				
3/4 Inch	0	$ 24.89	$ 51.84	$ 26.95
3/4 Inch	100	$ 29.81	$ 56.64	$ 26.83
3/4 Inch	200	$ 34.73	$ 61.44	$ 26.71
3/4 Inch	300	$ 39.65	$ 66.24	$ 26.59
3/4 Inch	400	$ 44.57	$ 71.04	$ 26.47
3/4 Inch	500	$ 49.49	$ 75.83	$ 26.34
3/4 Inch	600	$ 54.41	$ 80.63	$ 26.22
3/4 Inch	700	$ 59.33	$ 85.43	$ 26.10
3/4 Inch	800	$ 64.25	$ 90.23	$ 25.98
3/4 Inch	1,100	$ 79.01	$ 104.63	$ 25.62
3/4 Inch	1,200	$ 84.68	$ 110.22	$ 25.54
3/4 Inch	1,400	$ 96.02	$ 121.39	$ 25.37
3/4 Inch	1,600	$ 107.36	$ 132.57	$ 25.21
3/4 Inch	2,000	$ 130.04	$ 154.93	$ 24.89
3/4 Inch	2,400	$ 152.72	$ 177.28	$ 24.56

Table 36 – Single-Family Residential Sewer Bill Impact

Description	Monthly Flow (CF)	Monthly Charges		$ Amount Difference
		Existing	Proposed	
Residential				
3/4 Inch	0	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	100	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	200	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	300	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	400	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	500	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	600	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	700	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	800	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,100	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,200	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,400	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	1,600	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	2,000	$ 48.53	$ 50.79	$ 2.26
3/4 Inch	2,400	$ 48.53	$ 50.79	$ 2.26

Table 37 – Single-Family Residential Combined Bill Impact

Description	Monthly Flow (CF)	Monthly Charges		$ Amount Difference
		Existing	Proposed	
Residential				
3/4 Inch	0	$ 73.42	$ 102.63	$ 29.21
3/4 Inch	100	$ 78.34	$ 107.43	$ 29.09
3/4 Inch	200	$ 83.26	$ 112.23	$ 28.97
3/4 Inch	300	$ 88.18	$ 117.03	$ 28.85
3/4 Inch	400	$ 93.10	$ 121.83	$ 28.73
3/4 Inch	500	$ 98.02	$ 126.62	$ 28.60
3/4 Inch	600	$ 102.94	$ 131.42	$ 28.48
3/4 Inch	700	$ 107.86	$ 136.22	$ 28.36
3/4 Inch	800	$ 112.78	$ 141.02	$ 28.24
3/4 Inch	1,100	$ 127.54	$ 155.42	$ 27.88
3/4 Inch	1,200	$ 133.21	$ 161.01	$ 27.80
3/4 Inch	1,400	$ 144.55	$ 172.18	$ 27.63
3/4 Inch	1,600	$ 155.89	$ 183.36	$ 27.47
3/4 Inch	2,000	$ 178.57	$ 205.72	$ 27.15
3/4 Inch	2,400	$ 201.25	$ 228.07	$ 26.82

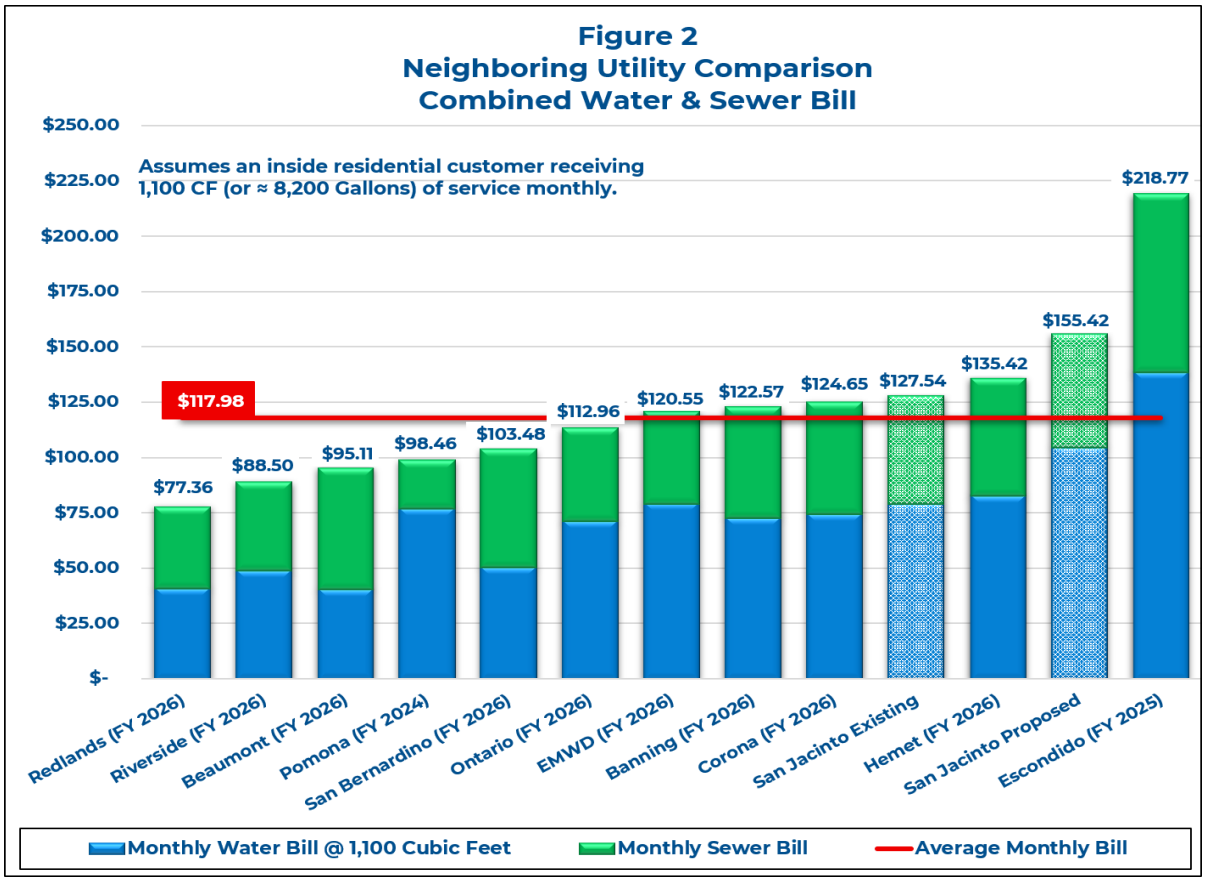
4.3 Rate Comparison with Other Utilities

To provide additional context regarding the proposed rate levels, the analysis includes a comparison of the City's existing and proposed user rates relative to those of neighboring water and sewer utility systems located within the same region. The comparison is intended to provide

a general indication of how the City's rates compare to those of other service providers, and does not evaluate differences in system characteristics, service levels, infrastructure needs, regulatory requirements, or rate structures.

The analysis compares the monthly water and sewer bills for a typical single-family residential customer under the City's existing and proposed rates with those of neighboring utilities. The rates used for the comparison utilities were in effect or adopted as of July 2025 and exclude local taxes, franchise fees, regulatory fees, outside service surcharges, and other utility-specific charges or adjustments.

A comparison of monthly utility bills for a typical single-family residential customer using 1,100 cubic feet of water per month is illustrated in **Figure 2**.



It should be noted that direct comparisons of water and sewer rates among utilities should be made with the knowledge that numerous factors can influence the level of rates and charges. Such factors may include, but are not limited to:

- Terms of wholesale water and sewer service agreements;
- Timing of recent rate adjustments for comparison providers;
- Level of treatment required to produce potable water;
- Wastewater treatment requirements and effluent disposal or discharge methods;
- Planned capital improvement programs and associated financing methods;

- System size, facility age, available treatment capacity, and historical funding from grants, connection fees, or developer contributions;
- General Fund transfers, administrative overhead allocations, or other interfund charges which may account for differences in the level of rates charged; and
- Debt obligations, bond covenants, and reserve funding requirements.

No analysis has been performed to evaluate the effect of these factors on the rates charged by the comparison utilities included in **Figure 2**. Accordingly, the rate comparison is intended to provide general context regarding regional rate levels and should not be interpreted as a direct comparison of utility operating efficiency or financial condition.

Section 5 – Projected Operating Results

5.1 General

As a final step in the analysis, pro forma operating statements are developed for the water and sewer utilities to evaluate the projected financial performance of each system over the 5-year Projection Period. The pro forma statements summarize the anticipated revenues, operating expenses, capital expenditures, debt service obligations, reserve funding, and other financial requirements of each utility.

The projected operating results are presented on a cash-flow basis and cover the period through the end of the Projection Period. The pro forma analyses incorporate the proposed rate adjustments developed in the revenue sufficiency and cost-of-service analyses and are intended to demonstrate the ability of the proposed rates to provide sufficient revenues to meet the projected financial needs of each utility while maintaining adequate reserve levels.

The following sections describe the major assumptions and financial components incorporated into the projected operating results for the water and sewer utilities.

5.2 Projected User Rate Revenues

Projected user rate revenues are estimated by applying the existing and proposed rates to the projected customer units of service for both the water and sewer utilities. The resulting revenues were evaluated against the projected financial requirements of each utility, including operating and maintenance expenses, capital expenditures, debt service obligations, reserve funding, and other utility-related costs.

The proposed rates were developed to generate sufficient revenues to meet the projected financial needs of each utility throughout the Projection Period while maintaining the financial stability of the water and sewer utilities. The projected water, sewer, and combined user rate revenues for the Projection Period are summarized in **Table 38**.

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Table 38 – Projected User Rate Revenues

Description	Existing Rates	Projected for Fiscal Year Ending June 30				
		2026	2027	2028	2029	2030
Water						
Residential	$ 3,011,967	$ 3,764,960	$ 5,665,637	$ 7,209,236	$ 7,905,011	$ 8,219,284
Non-Residential	2,438,555	3,048,193.0	4,215,525.0	5,364,041.0	5,881,733.0	6,115,569.0
Discount	18,778	23,475.0	36,879.0	46,921.0	51,443.0	53,486.0
Fire Service	86,101	107,625.0	67,414.0	85,781.0	94,060.0	97,798.0
Construction Meter	68,229	85,286.0	122,462.0	155,827.0	170,865.0	177,658.0
H20 Adjudication Surcharge	1,939,717	2,424,645.0	1,476,704.0	1,879,031.0	2,060,381.0	2,142,293.0
Total	**$7,563,347**	**$ 9,454,184**	**$ 11,584,621**	**$14,740,837**	**$ 16,163,493**	**$16,806,088**
Sewer						
Single Residential	$ 372,465	$ 474,870	$ 558,077	$ 753,313	$ 878,374	$ 904,655
Multiple Residential	110,180	140,474	165,088	222,842	259,837	267,611
Mobile Home Park	55,535	70,803	83,209	112,319	130,965	134,884
Commercial	25,350	32,322	37,903	51,168	59,666	61,455
Church	3,625	4,623	5,414	7,308	8,522	8,778
Hotel/Motel	5,426	6,917	8,129	10,973	12,794	13,177
Restaurant	1,509	1,924	2,253	3,041	3,546	3,653
School	19,898	25,370	29,708	40,106	46,770	48,173
Total	**$ 593,988**	**$ 757,303**	**$ 889,781**	**$ 1,201,070**	**$ 1,400,474**	**$ 1,442,386**
Total Combined Revenue	**$ 8,157,335**	**$ 10,211,487**	**$12,474,402**	**$ 15,941,907**	**$ 17,563,967**	**$18,248,474**

The projected revenues include the annual water and sewer rate adjustments anticipated for the remaining years of Projection Period beyond the Test Year. The proposed user rates for which the projected operating results are developed for the entire 5-fiscal year Projection Period are provided in **Tables 39** and **40**. The rates identified in the following tables reflect the cost of providing service to individual customer classes based on the number and types of customers being served, peak demand factors, and volume of flow.

The proposed rates reflect the results of the revenue sufficiency, cost-of-service, and rate design analyses presented in **Sections 2**, **3**, and **4** of this Report and are designed to recover the projected cost of providing service to each customer class in a fair and equitable manner.

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Table 39 – Proposed Monthly Water Rates

Description	Existing Rates	Projected for Fiscal Year Ending June 30				
		2026	2027	2028	2029	2030
Monthly Fixed Charge:						
All Customers						
5/8 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
3/4 Inch	$ 24.89	$ 51.84	$ 75.17	$ 86.45	$ 90.77	$ 93.49
1.0 Inch	$ 34.82	$ 86.19	$ 124.98	$ 143.72	$ 150.91	$ 155.44
1.5 Inch	$ 59.68	$ 172.06	$ 249.50	$ 286.92	$ 301.27	$ 310.31
2.0 Inch	$ 89.51	$ 275.11	$ 398.91	$ 458.75	$ 481.69	$ 496.14
3.0 Inch	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.68	$ 929.76
4.0 Inch	$ 323.13	$ 859.05	$ 1,245.63	$ 1,432.47	$ 1,504.09	$ 1,549.22
6.0 Inch	$ 656.17	$ 1,717.79	$ 2,490.79	$ 2,864.41	$ 3,007.63	$ 3,097.86
8.0 Inch	$ 1,202.94	$ 2,748.28	$ 3,985.00	$ 4,582.75	$ 4,811.89	$ 4,956.24
Fire Service						
5/8 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
3/4 Inch	$ 24.89	$ 2.98	$ 4.33	$ 4.98	$ 5.22	$ 5.38
1.0 Inch	N/A	$ 4.76	$ 6.90	$ 7.94	$ 8.34	$ 8.59
1.5 Inch	N/A	$ 9.21	$ 13.35	$ 15.35	$ 16.12	$ 16.60
2.0 Inch	N/A	$ 14.54	$ 21.08	$ 24.24	$ 25.46	$ 26.22
3.0 Inch	N/A	$ 26.98	$ 39.13	$ 44.99	$ 47.24	$ 48.66
4.0 Inch	$ 41.18	$ 44.76	$ 64.90	$ 74.64	$ 78.37	$ 80.72
6.0 Inch	$ 119.60	$ 89.20	$ 129.35	$ 148.75	$ 156.19	$ 160.87
8.0 Inch	$ 254.80	$ 142.54	$ 206.68	$ 237.68	$ 249.56	$ 257.05
10.0 Inch	$ 458.23	$ 204.76	$ 296.90	$ 341.44	$ 358.51	$ 369.26
12.0 Inch	$ 740.17	$ 382.53	$ 554.67	$ 637.88	$ 669.77	$ 689.86
Construction Meter						
Construction Meter	$ 183.96	$ 515.56	$ 747.56	$ 859.69	$ 902.67	$ 929.75
Volumetric Rates Per 100 Cubic Feet:						
Residential						
Tier 1 (0-11 Units)	$ 3.15	$ 3.70	$ 5.36	$ 6.17	$ 6.48	$ 6.67
Tier 2 (11+ Units)	$ 3.90	$ 4.49	$ 6.51	$ 7.49	$ 7.86	$ 8.10
All Customers						
All Flow	$ 3.73	$ 4.26	$ 6.18	$ 7.11	$ 7.46	$ 7.69
Water Adjudication Fee						
All Flow	$ 1.77	$ 1.10	$ 1.60	$ 1.83	$ 1.93	$ 1.98

Table 40 – Proposed Monthly Sewer Rates

Description	Existing Rates	Projected for Fiscal Year Ending June 30				
		2026	2027	2028	2029	2030
Monthly Fixed Charge: [1]						
All Customers (Per EDU)	$ 8.22	$ 10.48	$ 14.15	$ 19.10	$ 19.67	$ 20.26
Volumetric Rates Per 100 Cubic Feet: [2]						
See Footnote	$ 0.75	$ 0.95	$ 1.29	$ 1.74	$ 1.79	$ 1.84
EMWD Related Charges: [3]						
Sewer (per EDU)	$ 8.22	$ 10.48	Subject to EMWD Updated Rates			
Sewer (per Sewage Unit)	$ 40.31	$ 40.31	Subject to EMWD Updated Rates			

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

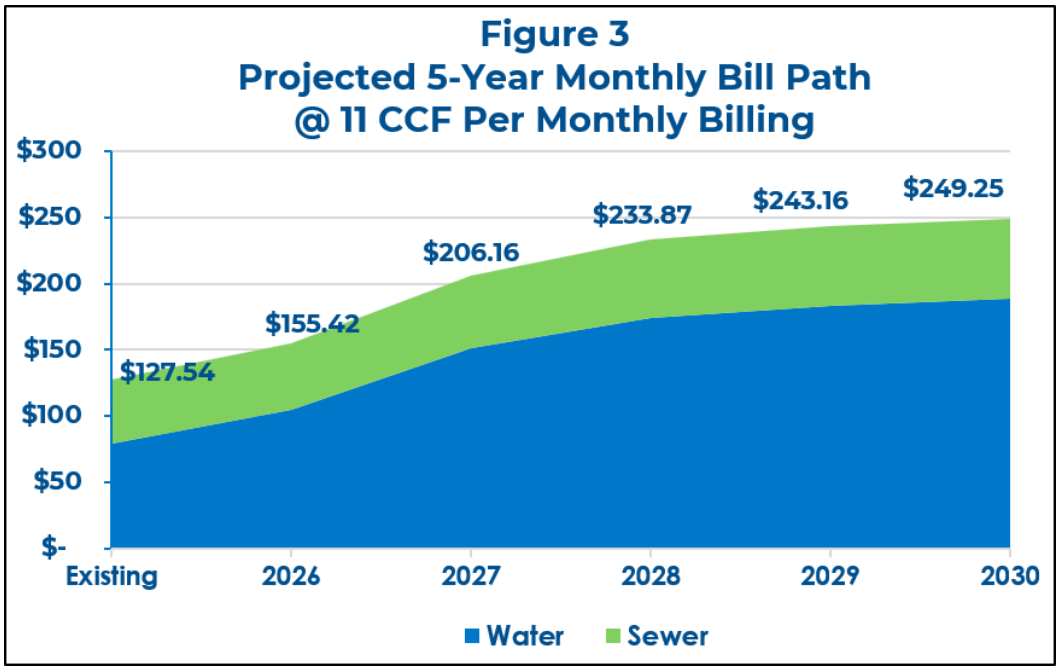
[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

The projected user rates presented for periods beyond the Test Year are intended for long-term financial planning purposes and are provided to illustrate the estimated rate adjustments that may be necessary to meet the projected financial needs of the water and sewer utilities. The projected rates are based on the customer, usage, expenditure, and revenue assumptions incorporated into this rate study.

Because the projected operating results are dependent upon numerous assumptions, actual results may differ from those presented herein. To the extent that actual customer growth, water usage, operating costs, capital expenditures, or other financial conditions differ from the assumptions used in this analysis, future rate adjustments may be required.

For informational purposes, the projected monthly bill for a typical single-family residential customer is presented for each year of the Projection Period. An illustration of the projected bill path is provided in **Figure 3**.



5.3 Debt Service Coverage

The water utility operating statement also includes a calculation of annual debt service coverage. Because the sewer utility does not have any debt service obligations during the Projection Period, a debt service coverage calculation is not applicable and has not been included. Debt service coverage is a commonly used financial metric that measures the utility's ability to generate sufficient revenues to meet its annual debt service obligations and is often considered an indicator of financial strength.

For purposes of this analysis, debt service coverage is calculated by dividing net revenues by the annual debt service requirement. Net revenues consist of total operating revenues, including user rate revenues and other revenues, less operating and maintenance expenses.

The debt service coverage results are provided for planning and informational purposes only and are not intended to represent a legally binding calculation for bond covenant compliance or representation to existing or prospective bondholders. The projected debt service coverage for the water utility is summarized in **Table 41**.

Table 41 – Projected Water Debt Service Coverage Ratio

Fiscal Year	Projected
2026	2.30
2027	4.66
2028	7.45
2029	8.35
2030	8.39

5.4 Summary of Projected Operating Results

The projected operating results for the water and sewer utilities are summarized in **Tables 42** and **43**, respectively. Based on the assumptions incorporated into this analysis, the proposed rates and charges, together with other utility revenues, are projected to generate sufficient revenues to meet the anticipated operating, capital, debt service, reserve funding, and other financial requirements of each utility throughout the Projection Period.

The projected operating results demonstrate that the proposed rates provide a financially sustainable funding plan for the water and sewer utilities while maintaining the City's existing rate structures and supporting the continued operation, maintenance, repair, and replacement of utility infrastructure. The complete cash-flow statements for the water and sewer utilities are provided in **Appendix D**.

Table 42 – Water System Projected Operating Results

Description	Existing Rates	Projected for Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Revenues:						
Water Sales	$ 7,563	$ 9,454	$ 11,585	$ 14,741	$ 16,163	$ 16,806
Other Revenues	230	230	230	230	230	230
Total Revenues	**$ 7,793**	**$ 9,684**	**$ 11,815**	**$ 14,971**	**$ 16,393**	**$ 17,036**
Less O&M Expenses	(7,546)	(7,546)	(7,426)	(7,841)	(8,286)	(8,763)
Income Available for Debt Service	**$ 247**	**$ 2,138**	**$ 4,389**	**$ 7,130**	**$ 8,108**	**$ 8,273**
Debt Service:						
Existing	$ 930	$ 930	$ 942	$ 957	$ 971	$ 987
Total Indebtedness	**$ 930**	**$ 930**	**$ 942**	**$ 957**	**$ 971**	**$ 987**
Net Results	**$ (683)**	**$ 1,208**	**$ 3,446**	**$ 6,173**	**$ 7,137**	**$ 7,287**
Reserve Fund Balance Activity:						
Operating Fund						
Beginning Balance	$ 3,448	$ 3,448	$ 2,481	$ 2,441	$ 2,578	$ 2,724
Deposit/(Withdrawal) from Operations	(683)	1,208	3,446	6,173	7,137	7,287
Transfer from/(to) Capital Reserve Fund	(234)	(2,125)	(3,436)	(5,987)	(6,941)	(7,080)
Transfer to Capital Fund	(50)	(50)	(50)	(50)	(50)	(50)
Total Operating Fund Balance	**$ 2,481**	**$ 2,481**	**$ 2,441**	**$ 2,578**	**$ 2,724**	**$ 2,881**
Operating Days Cash on Hand	**120**	**120**	**120**	**120**	**120**	**120**
Capital Fund						
Beginning Balance	$ 1,097	$ 1,097	$ 1,272	$ 505	$ 864	$ 794
Transfer from/(to) Operating Fund	234	2,125	3,436	5,987	6,941	7,080
Water Capital Improvement Revenue	50	50	50	50	50	50
Cash Funded Capital Projects	(2,000)	(2,000)	(4,253)	(5,678)	(7,062)	(5,895)
Total Capital Fund Balance	**$ (619)**	**$ 1,272**	**$ 505**	**$ 864**	**$ 794**	**$ 2,029**
Water Enterprise Reserves						
Beginning Fund Balance	$ 1,150	$ 1,150	$ 1,150	$ 1,150	$ 1,150	$ 1,150
Revenues Toward Debt Service Payment	$ 930	$ 930	$ 942	$ 957	$ 971	$ 987
Annual Debt Service Payment	(930)	(930)	(942)	(957)	(971)	(987)
Ending Fund Balance	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**	**$ 1,150**
Total Fund Balance - Water	**$ 3,012**	**$ 4,903**	**$ 4,096**	**$ 4,592**	**$ 4,668**	**$ 6,059**
Debt Coverage	**0.27**	**2.30**	**4.66**	**7.45**	**8.35**	**8.39**

Table 43 – Sewer System Projected Operating Results

Description	Existing Rates	Projected for Fiscal Year Ending June 30 ($1,000s)				
		2026	2027	2028	2029	2030
Revenues:						
Wastewater Sales	$ 594	$ 757	$ 890	$ 1,201	$ 1,400	$ 1,442
Other Revenues	1,053	1,581	1,320	1,322	1,324	1,326
Total Revenues	**$ 1,647**	**$ 2,338**	**$ 2,209**	**$ 2,523**	**$ 2,724**	**$ 2,769**
Less O&M Expenses	(1,711)	(1,711)	(1,780)	(1,852)	(1,926)	(2,005)
Income Available for Debt Service	**$ (64)**	**$ 627**	**$ 429**	**$ 671**	**$ 798**	**$ 764**
Net Results	**$ (64)**	**$ 627**	**$ 429**	**$ 671**	**$ 798**	**$ 764**
Reserve Fund Balance Activity:						
Operating Fund						
Beginning Balance	$ 1,933	$ 1,933	$ 563	$ 585	$ 609	$ 633
Deposit/(Withdrawal) from Operations	(64)	627	429	671	798	764
Transfer from/(to) Capital Reserve Fund	(1,276)	(1,967)	(377)	(618)	(743)	(708)
Transfer to Capital Fund	(30)	(30)	(30)	(30)	(30)	(30)
Total Operating Fund Balance	**$ 563**	**$ 563**	**$ 585**	**$ 609**	**$ 633**	**$ 659**
Days Cash on Hand	**120**	**120**	**120**	**120**	**120**	**120**
Capital Fund						
Beginning Balance	$ 156	$ 156	$ 1,091	$ 422	$ 325	$ 404
Transfer from/(to) Operating Fund	1,276	1,967	377	618	743	708
Sewer Connection Fee Revenue	30	30	30	30	30	30
Cash Funded Capital Projects	(1,062)	(1,062)	(1,076)	(744)	(695)	(486)
Total Capital Fund Balance	**$ 400**	**$ 1,091**	**$ 422**	**$ 325**	**$ 404**	**$ 656**
Total Fund Balance - Sewer	**$ 963**	**$ 1,654**	**$ 1,007**	**$ 934**	**$ 1,037**	**$ 1,315**
Debt Coverage	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

Section 6 – Conclusions and Recommendations

6.1 Disclaimers

6.1.1 General Disclaimer

In the development of the proposed user rates and charges, certain historical reviews and analyses have been performed, together with the application of assumptions based on prudent financial, operational, and ratemaking relationships. The cost criteria and customer usage characteristics associated with general ratemaking procedures are representative of averages and are not intended as indicators of any individual customer.

In the preparation of the rate study, certain assumptions have been made with respect to conditions that may occur in the future. While it is believed that these assumptions are reasonable for the purpose of this rate study, they are dependent upon future events and actual conditions may differ from those assumed. In addition, the study has used and relied upon certain information that was provided by other parties not associated with Willdan. Such information includes, among other things, the City's audited financial statements, annual operating budgets, periodic reports, and other information and data provided by the City, its independent auditors, and other sources. While the sources are believed to be reliable, there has been no independent verification of the information, and no assurances are offered with respect thereto. To the extent that future conditions differ from those assumed herein or provided by others, the actual results may vary from those projected.

6.1.2 Municipal Advisory Disclaimer

Unless the City of San Jacinto, California (the "City") has a written engagement from Willdan Financial Services ("Willdan") for municipal advisory services, Willdan is not advising or recommending any action be taken by the recipient of this information with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues). The City shall discuss any such information and material contained in Willdan's work product with all internal and/or external advisors and experts, including its own municipal advisor, that it deems appropriate before acting on the information and material.

For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto.

6.2 Conclusions

As previously addressed, the purpose of this study is to provide a review of the City's existing utility rates to determine if rate adjustments are necessary to meet the budgeted and/or projected financial needs in future years. This Report is the result of the collaborative efforts of representatives from both the City and Willdan. City staff were diligent and cooperative in their efforts to ensure the availability and quality of source data on financial and operating matters. Based on the reviews, analyses and assumptions discussed herein, it is concluded that:

1. The proposed user rates and charges are anticipated to generate sufficient revenues to meet the revenue requirements of each respective system based upon the projected expenditures, capital project timing and costs, transfers, and billable customer units estimated for the Test Year. The proposed rates were developed based on an assumed implementation date of January 1, 2026. To the extent that the actual implementation date varies from the assumed implementation date, additional rate adjustments and/or appropriations from existing reserves may be necessary.
2. The estimated revenues and resulting rate adjustments for the remaining years of the Projection Period beyond the Test Year are generated from the historical analyses and discussions with City staff.
3. The projection of billable water and sewer units is based on historical customer usage patterns and average units per account by customer class. For purposes of the Projection Period, average usage is assumed to remain generally consistent with recent historical levels unless otherwise adjusted based on discussions with staff. Actual billable demands may vary due to weather conditions, rainfall, and other factors that influence customer usage.
4. Future capital improvement projects are assumed to occur as reported by the City in its Capital Improvement Plan. To the extent that the timing of such projects may change from that estimated herein, the cost of such projects and resulting impact on future rates and charges may vary from those indicated.
5. The proposed rates and rate structure are consistent with industry standards for rate-setting practices, comply with Proposition 218, and conform to the City's financial policies with respect to:
    a. Equitably recovering costs;
    b. Being based upon the proportionate cost of providing services; and
    c. Generating sufficient revenue to recover system revenue requirements, meet debt service coverage requirements, fund capital needs, and meet reserve requirements.

6.3 Recommendations

Based on the reviews, analyses, and assumptions addressed herein, as well as the resulting conclusions provided above, it is respectfully recommended that the City:

1. Adopt the proposed water and sewer rates.
2. Enact the proposed rates to become effective as of January 1, 2027 (or other such date as determined by the City). Based on the timing of the project and the required public hearing procedures and noticing requirements, it is expected that the proposed water and sewer rates will become effective on the recommended date.
3. Readdress the COS analysis portion of this study every three to five years to ensure costs are recovered consistently with COS principles and customer characteristics.

We appreciate the opportunity to be of service to the City in this engagement. In addition, we would like to thank City staff for the valuable assistance provided during the completion of the rate study.

Respectfully Yours,

WILLDAN FINANCIAL SERVICES

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendices

A	Revenue Requirement for User Rates
B	Water Cost-of-Service Analysis
C	Sewer Cost-of-Service Analysis
D	10-Year Financial Projections

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City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendix A	Revenue Requirement for User Rates

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APPENDIX - A

CITY OF SAN JACINTO, CA

DEVELOPMENT OF RATE REVENUE REQUIREMENTS

Line No:	Description	[A]	[B]	[C]=[A]*[B]	[D]	[E]=[A]*[D]
		Test Year for Rate Revenue Requirement				
		FY 2026	% to Water	Water	% to Sewer	Sewer
1	**Total Operating Revenues**	**$ 12,022,454**		**$ 9,684,184**		**$ 2,338,270**
	Less:					
	Other Operating Revenues					
2	Interest	$ 106,000	100%	$ 106,000	0%	$ -
3	Miscellaneous Revenue	2,500	100%	2,500	0%	-
4	Interest	34,000	100%	34,000	0%	-
5	Water Capital Improvement	50,000	100%	50,000	0%	-
6	Interest	37,500	100%	37,500	0%	-
7	Interest	60,000	0%	-	100%	60,000
8	Interest	3,750	0%	-	100%	3,750
9	Sewer Connect Fee	30,000	0%	-	100%	30,000
10	EMWD Sewer Maintenance Fees	1,487,217	0%	-	100%	1,487,217
11	**Total Other Operating Revenues**	**$ 1,810,967**		**$ 230,000**		**$ 1,580,967**
12	**Total Rate Revenue Requirement**	**$ 10,211,487**	**93%**	**$ 9,454,184**	**7%**	**$ 757,303**

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendix B | Water Cost-of-Service Analysis

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APPENDIX - B

CITY OF SAN JACINTO, CA

ALLOCATION OF TEST YEAR COSTS TO WATER FUNCTION

Test Year Revenue Requirement		
Line No:	**Expense Group**	**FY 2026**
1	Transmission & Distribution	$ 1,275,630
2	Pumping	502,100
3	Customer Service	20,250
4	Administration	4,203,436
5	Source of Supply	345,000
6	Water Adjudication	1,200,000
7	Existing Bond DS	929,713
8	New Bond DS	-
9	CIP	2,000,000
10	Capital Outlay	-
11	**Total**	**$ 10,476,129**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER MAX DAY/HOUR ALLOCATION FACTORS - TEST YEAR FY 2026

Line No:	Description	[A] Flow	[B] Peak Month (CCF)	[C] Average Month (CCF)	[D] Max Day/Avg Day Factor	[E] Max Day Total Capacity (CCF/Day)	[F] Max Day Extra Capacity (CCF/Day)
	Operating Statistics:	**MGD**	**Factor**				
1	Avg Day Flow (MGD)	**2.90**	1.00				
2	Max Day Flow (MGD)	**4.40**	1.52				
	Cost Allocation Factors:	**Base**	**Max Day**	**Max Hour**			
3	Base/Max Day	65.91%	34.09%	0.00%			
	Peaking Factors:				**[B] / [C]**		
	Residential						
4	Tier 1 (0-11 Units)		60,711	32,557	1.86		
5	Tier 2 (11+ Units)		35,698	14,910	2.39		
	Non-Residential						
6	All Flow		105,515	47,038	2.24		
					Maximum Day		
						[D] x [B]	**[E] - [B]**
	Estimated Max Day/Hur Flows:	**Total Annual Flow (CCF)**	**Average Daily Flow (CCF)**		**Peaking Factor**	**Total Capacity**	**Extra Capacity**
	Residential						
7	Tier 1 (0-11 Units)	378,803	1,038		1.86	1,935	897
8	Tier 2 (11+ Units)	166,119	455		2.39	1,090	635
	Non-Residential						
9	All Flow	550,963	1,509		2.24	3,386	1,877
10	**Total**	**1,095,885**	**3,002**			**6,411**	**3,409**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER CUSTOMER AND EQUIVALENT RESIDENTIAL UNIT CALCULATION - TEST YEAR FY 2026

Meter Equivalencies

Line No:	Meter Size	Class -->	[A - 1] Inside Residential	[B - 1] Inside Non-Residential	[C - 1] Inside Discount	[D - 1] Outside Residential	[E - 1] Outside Non-Residential	[F - 1] Outside Discount	[G - 1] Fire Service	[H - 1] Construction Meter
		Billing Basis-->	Units	Units	Units	Units	Units	Units	Units	Units
1	0.625		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2	0.75		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00		1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67
4	1.50		3.33	3.33	3.33	3.33	3.33	3.33	3.33	3.33
6	3.00		10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
7	4.00		16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67
8	6.00		33.33	33.33	33.33	33.33	33.33	33.33	33.33	33.33
9	8.00		53.33	53.33	53.33	53.33	53.33	53.33	53.33	53.33
10	10.00		76.67	76.67	76.67	76.67	76.67	76.67	76.67	76.67

Customer Accounts

Line No:	Meter Size	Class -->	[A - 2] Inside Residential	[B - 2] Inside Non-Residential	[C - 2] Inside Discount	[D - 2] Outside Residential	[E - 2] Outside Non-Residential	[F - 2] Outside Discount	[G - 2] Fire Service	[H - 2] Construction Meter	Total
		Billing Basis-->	Units	Units	Units	Units	Units	Units	Units	Units	
11	0.625		105	24	2	2	0	0	0	0	133
12	0.75		3,634	293	26	29	1	0	15	0	3,998
13	1.00		102	164	1	11	6	0	0	0	284
14	1.50		2	38	0	0	4	0	0	0	44
15	2.00		5	117	0	3	1	0	0	0	126
16	3.00		0	1	0	0	0	0	0	6	7
17	4.00		0	12	0	0	1	0	26	0	39
18	6.00		0	8	0	0	0	0	10	0	18
19	8.00		0	0	0	0	0	0	16	0	16
20	10.00		0	0	0	0	0	0	1	0	1
21	**Total Monthly Customers**		**3,848**	**657**	**29**	**45**	**13**	**0**	**68**	**6**	**4,666**

Total Equivalent Dwelling Units

Line No:	Meter Size	Class -->	[A - 1] * [A - 2] Inside Residential	[B - 1] * [B - 2] Inside Non-Residential	[C - 1] * [C - 2] Inside Discount	[D - 1] * [D - 2] Outside Residential	[E - 1] * [E - 2] Outside Non-Residential	[F - 1] * [F - 2] Outside Discount	[G - 1] * [G - 2] Fire Service	[H - 1] * [H - 2] Construction Meter	Total
		Billing Basis-->	Units	Units	Units	Units	Units	Units	Units	Units	
22	0.625		105	24	2	2	0	0	0	0	133
23	0.75		3,634	293	26	29	1	0	15	0	3,998
24	1.00		170	273	2	18	10	0	0	0	473
25	1.50		7	127	0	0	13	0	0	0	147
26	2.00		27	624	0	16	5	0	0	0	672
27	3.00		0	10	0	0	0	0	0	60	70
28	4.00		0	200	0	0	17	0	433	0	650
29	6.00		0	267	0	0	0	0	333	0	600
30	8.00		0	0	0	0	0	0	853	0	853
31	10.00		0	0	0	0	0	0	77	0	77
32	**Total Monthly Customers**		**3,942**	**1,818**	**30**	**65**	**46**	**0**	**1,712**	**60**	**7,673**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER UNITS OF SERVICE BY COST COMPONENT - TEST YEAR FY 2026

Line No:	Description	[A] EDUs	[B] Accounts/ Units	[C] Base (CCF)	[D] Max Day (CCF/Day)
	Residential	**4,037**	**3,922**	**544,922**	**1,532**
1	Tier 1 (0-11 Units)			378,803	897
2	Tier 2 (11+ Units)			166,119	635
	Non-Residential	**1,924**	**676**	**550,963**	**1,877**
3	All Flow			550,963	1,877
	Fire Service	**1,712**	**68**	**0**	**0**
4	All Flow			0	0
5	**Total**	**7,673**	**4,666**	**1,095,885**	**3,409**

APPENDIX - B

CITY OF SAN JACINTO, CA

ALLOCATION OF WATER COSTS - TEST YEAR FY 2026

Line No:	Description	Water Costs	Base	Extra Capacity Max Day	Meters & Services	Billing & Collection	Fire Protection	Water Adjudication	Total (Check)
	Allocation Factors:								
1	Transmission & Distribution		44.75%	55.25%	0.00%	0.00%	0.00%	0.00%	100.00%
2	Pumping		44.75%	55.25%	0.00%	0.00%	0.00%	0.00%	100.00%
3	Customer Service		0.00%	0.00%	0.00%	98.54%	1.46%	0.00%	100.00%
4	Administration		0.00%	0.00%	98.54%	0.00%	1.46%	0.00%	100.00%
5	Source of Supply		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
6	Water Adjudication		0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
7	Existing Bond DS		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
8	New Bond DS		0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%
9	CIP		44.75%	55.25%	0.00%	0.00%	0.00%	0.00%	100.00%
10	Capital Outlay		0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%
	Allocation of Costs:								
11	Transmission & Distribution	$ 1,275,630	$ 570,884	$ 704,746	$ -	$ -	$ -	$ -	$ 1,275,630
12	Pumping	502,100	224,705	277,395	-	-	-	-	502,100
13	Customer Service	20,250	-	-	-	19,955	295	-	20,250
14	Administration	4,203,436	-	-	4,142,177	-	61,259	-	4,203,436
15	Source of Supply	345,000	345,000	-	-	-	-	-	345,000
16	Water Adjudication	1,200,000	-	-	-	-	-	1,200,000	1,200,000
17	Existing Bond DS	929,713	929,713	-	-	-	-	-	929,713
18	New Bond DS	-	-	-	-	-	-	-	-
19	CIP	2,000,000	895,062	1,104,938	-	-	-	-	2,000,000
20	Capital Outlay	-	-	-	-	-	-	-	-
21	Non-Rate Rev & Fund Balance	(1,021,945)	(326,692)	(229,932)	(456,341)	(2,198)	(6,781)	-	(1,021,945)
22	**Total**	**$ 9,454,184**	**$ 2,638,672**	**$ 1,857,147**	**$ 3,685,836**	**$ 17,756**	**$ 54,773**	**$ 1,200,000**	**$ 9,454,184**
	Total Units of Service		**1,095,885**	**3,409**	**71,536**	**55,992**	**20,540**	**1,095,885**	
	Units		**CCF**	**CCF/Day**	**EDUs/Monthly**	**Bills/Monthly**	**EDUs/Year**	**CCF**	
	Cost Per Unit		**$ 2.4078**	**$ 544.8447**	**$ 51.5242**	**$ 0.3171**	**$ 2.6666**	**$ 1.0950**	
	Units		**CCF**	**CCF/Day**	**EDUs/Monthly**	**Bills/Monthly**	**EDUs/Year**	**CCF**	

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER COST OF SERVICE BY COST COMPONENT AND CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	[A] EDUs	[B] Accounts/ Units	[C] Base (CCF)	[D] Max Day (CCF/Day)	[E] Water Adjudication	[F] Total
	Residential	**$ 2,496,245**	**$ 14,925**	**$ 1,312,063**	**$ 834,705**	**$ 596,693**	**$ 5,254,631**
1	Tier 1 (0-11 Units)			$ 912,082	$ 488,978	$ 414,791	
2	Tier 2 (11+ Units)			$ 399,981	$ 345,728	$ 181,901	
	Non-Residential	**$ 1,189,591**	**$ 2,573**	**$ 1,326,609**	**$ 1,022,442**	**$ 603,307**	**$ 4,144,521**
3	All Flow			$ 1,326,609	$ 1,022,442	$ 603,307	
	Fire Service	**$ 54,773**	**$ 259**	**$ -**	**$ -**	**$ -**	**$ 55,031**
4	All Flow			$ -	$ -	$ -	
5	**Total**	**$ 3,740,609**	**$ 17,756**	**$ 2,638,672**	**$ 1,857,147**	**$ 1,200,000**	**$ 9,454,184**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Description	[A] Capacity Ratio	[B] Meter Charge	[C] Customer Charge	[D] Proposed Fixed Charge	[E] Existing Fixed Charge	[F] Difference
	Monthly Fixed Charge:						
	Residential						
1	5/8 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
2	3/4 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
3	1.0 Inch	1.67	$ 85.87	$ 0.32	**$ 86.19**	**$ 34.82**	**$ 51.37**
4	1.5 Inch	3.33	$ 171.75	$ 0.32	**$ 172.06**	**$ 59.68**	**$ 112.38**
5	2.0 Inch	5.33	$ 274.80	$ 0.32	**$ 275.11**	**$ 89.51**	**$ 185.60**
6	3.0 Inch	10.00	$ 515.24	$ 0.32	**$ 515.56**	**$ 183.96**	**$ 331.60**
7	4.0 Inch	16.67	$ 858.74	$ 0.32	**$ 859.05**	**$ 323.13**	**$ 535.92**
8	6.0 Inch	33.33	$ 1,717.47	$ 0.32	**$ 1,717.79**	**$ 656.17**	**$ 1,061.62**
9	8.0 Inch	53.33	$ 2,747.96	$ 0.32	**$ 2,748.28**	**$ 1,202.94**	**$ 1,545.34**
	Non-Residential						
10	5/8 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
11	3/4 Inch	1.00	$ 51.52	$ 0.32	**$ 51.84**	**$ 24.89**	**$ 26.95**
12	1.0 Inch	1.67	$ 85.87	$ 0.32	**$ 86.19**	**$ 34.82**	**$ 51.37**
13	1.5 Inch	3.33	$ 171.75	$ 0.32	**$ 172.06**	**$ 59.68**	**$ 112.38**
14	2.0 Inch	5.33	$ 274.80	$ 0.32	**$ 275.11**	**$ 89.51**	**$ 185.60**
15	3.0 Inch	10.00	$ 515.24	$ 0.32	**$ 515.56**	**$ 183.96**	**$ 331.60**
16	4.0 Inch	16.67	$ 858.74	$ 0.32	**$ 859.05**	**$ 323.13**	**$ 535.92**
17	6.0 Inch	33.33	$ 1,717.47	$ 0.32	**$ 1,717.79**	**$ 656.17**	**$ 1,061.62**
18	8.0 Inch	53.33	$ 2,747.96	$ 0.32	**$ 2,748.28**	**$ 1,202.94**	**$ 1,545.34**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Description	[A] Capacity Ratio	[B] Meter Charge	[C] Customer Charge	[D] Proposed Fixed Charge	[E] Existing Fixed Charge	[F] Difference
	Monthly Fixed Charge (Cont.):						
	Fire Service						
19	5/8 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**	**$ 24.89**	**$ (21.91)**
20	3/4 Inch	1.00	$ 2.67	$ 0.32	**$ 2.98**	**$ 24.89**	**$ (21.91)**
21	1.0 Inch	1.67	$ 4.44	$ 0.32	**$ 4.76**	**N/A**	**N/A**
22	1.5 Inch	3.33	$ 8.89	$ 0.32	**$ 9.21**	**N/A**	**N/A**
23	2.0 Inch	5.33	$ 14.22	$ 0.32	**$ 14.54**	**N/A**	**N/A**
24	3.0 Inch	10.00	$ 26.67	$ 0.32	**$ 26.98**	**N/A**	**N/A**
25	4.0 Inch	16.67	$ 44.44	$ 0.32	**$ 44.76**	**$ 41.18**	**$ 3.58**
26	6.0 Inch	33.33	$ 88.89	$ 0.32	**$ 89.20**	**$ 119.60**	**$ (30.40)**
27	8.0 Inch	53.33	$ 142.22	$ 0.32	**$ 142.54**	**$ 254.80**	**$ (112.26)**
28	10.0 Inch	76.67	$ 204.44	$ 0.32	**$ 204.76**	**$ 458.23**	**$ (253.47)**
29	12.0 Inch	143.33	$ 382.22	$ 0.32	**$ 382.53**	**$ 740.17**	**$ (357.64)**

Line No:	Description	Base Rate	Peaking Rate	Proposed Rate ($/CCF)	Existing Rate ($/CCF)	Difference	Tier Differential
	Volumetric Rates Per 100 Cubic Feet:						
	Residential						
30	Tier 1 (0-11 Units)	$ 2.41	$ 1.29	**$ 3.70**	**$ 3.15**	**$ 0.55**	**1.0000**
31	Tier 2 (11+ Units)	$ 2.41	$ 2.08	**$ 4.49**	**$ 3.90**	**$ 0.59**	**1.2137**
	Non-Residential						
32	All Flow	$ 2.41	$ 1.86	**$ 4.26**	**$ 3.73**	**$ 0.53**	**1.0000**
	Water Adjudication Fee						
33	All Flow	$ 1.10	$ -	**$ 1.10**	**$ 1.77**	**$ (0.67)**	**1.0000**

APPENDIX - B

CITY OF SAN JACINTO, CA

WATER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Customer Class	Annual Use (CCF)	Peaking Costs	Peaking Unit Cost
	Residential			
1	Tier 1 (0-11 Units)	378,803	$ 488,978	$ 1.2908
2	Tier 2 (11+ Units)	166,119	$ 345,728	$ 2.0812
	Non-Residential			
3	All Flow	550,963	$ 1,022,442	$ 1.8557
4	**Total**	**1,095,885**	**$ 1,857,147**	

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendix C | Sewer Cost-of-Service Analysis

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APPENDIX - C

CITY OF SAN JACINTO, CA

ALLOCATION OF TEST YEAR COSTS TO SEWER FUNCTION

Test Year Revenue Requirement			
Line No:	**Expense Group**	**FY 2026**	
1	Collection	$	738,800
2	Administration		963,952
3	Pumping		7,800
4	Customer Service		750
5	Existing Bond DS		-
6	New Bond DS		-
7	CIP		1,061,812
8	Capital Outlay		-
9	**Total**	**$**	**2,773,114**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER CUSTOMER ACCOUNT & STENGTH CHARACTERISTICS BY CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	Total Customers	Total EDUs [1]	CCF Flows [2]	Calculated EDUs
	Single Residential				
1	Single Residential	3,747	3,775	488,334	3,700
2	Single Apartment	1	1	284	2
3	**Sub-Total Single Residential**	**3,748**	**3,776**	**488,618**	**3,702**
	Multiple Residential				
4	Apt/Condos per Unit	46	538	68,756	521
5	Multiple Residential Units	13	21	2,961	22
6	Multiple Units	217	558	55,644	422
7	**Sub-Total Multiple Residential**	**276**	**1,117**	**127,361**	**965**
	Mobile Home Park				
8	12 units x 8.22	1	12	396	3
9	76 units x 8.22	1	76	5,937	45
10	MH/RV Parks per Unit	11	475	41,610	315
11	**Sub-Total Mobile Home Park**	**13**	**563**	**47,943**	**363**
	Commercial				
12	Commercial - 1 Unit	63	63	17,517	133
13	Commercial per Unit	21	41	13,663	104
14	Commercial/Industrial [3]	106	152	20,123	152
15	**Sub-Total Commercial**	**190**	**256**	**51,302**	**389**
	Church				
16	Church per Unit	2	2	287	2
17	Church - per water use [3]	18	35	4,571	35
18	**Sub-Total Church**	**20**	**37**	**4,857**	**37**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER CUSTOMER ACCOUNT & STENGTH CHARACTERISTICS BY CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	Total Customers	Total EDUs [1]	CCF Flows [2]	Calculated EDUs
	Hotel/Motel				
19	Hotel/Motel - 1 Unit	1	1	1,131	9
20	Hotel/Motel per Unit	6	54	6,376	48
21	**Sub-Total Hotel/Motel**	**7**	**55**	**7,507**	**57**
	Restaurant				
22	Restaurant - per water use [3]	7	15	2,012	15
23	**Sub-Total Restaurant**	**7**	**15**	**2,012**	**15**
	School				
24	Park Hill Elementary	1	1	-	1
25	School - per water use [3]	15	200	26,399	200
26	**Sub-Total School**	**16**	**201**	**26,399**	**201**
27	**Sewer System Total**	**4,277**	**6,020**	**755,999**	**5,728**

Notes:

[1] For all customers, EDUs are based on the number of dwelling units with the exception of those non-residential customers billed based on monthly water usage. Please refer to footnote [3] below regarding how the EDUs are calculate for these customer classifications.

[2] Assumed annual residential sewer flows were calculated by taking the average winter consumption for the lowest three months of the most recent full fiscal year of water customer data provided, then determining the factor of the winter average usage to the total annual average monthly water usage for the most recent full fiscal year of water customer data provided. This factor was then applied to the projected monthly average "Test Year" water flows to determine the "Test Year" annual sewer flows.

[3] These non-residential customers are billed based on monthly sewer flow. Therefore, total EDUs are calculated by dividing the annual water usage by 11 CCF and then by 12 months to determine the monthly EDUs. Based on historical monthly usage per residential customer, one (1) Equivalent Dwelling Unit (EDU) equals 11 CCF.

APPENDIX - C

CITY OF SAN JACINTO, CA

ALLOCATION OF SEWER COSTS - TEST YEAR FY 2026

Line No:	Description	Sewer Costs	Sewer	Total
	Allocation Factors:			
1	Collection		100.00%	100.00%
2	Administration		100.00%	100.00%
3	Pumping		100.00%	100.00%
4	Customer Service		100.00%	100.00%
5	CIP		100.00%	100.00%
6	Capital Outlay		100.00%	100.00%
7	Existing Bond DS		100.00%	100.00%
8	New Bond DS		100.00%	100.00%
	Allocation of Costs:			
9	Collection	$ 738,800	$ 738,800	$ 738,800
10	Administration	963,952	963,952	963,952
11	Pumping	7,800	7,800	7,800
12	Customer Service	750	750	750
13	CIP	1,061,812	1,061,812	1,061,812
14	Capital Outlay	-	-	-
15	Existing Bond DS	-	-	-
16	New Bond DS	-	-	-
17	Non-Rate Rev & Fund Balance	(2,015,811)	(2,015,811)	(2,015,811)
18	**Total**	**$ 757,303**	**$ 757,303**	$ 757,303
	Total Units of Service		**6,020**	
	Units		**EDUs/Monthly**	
	Cost Per Unit		**$ 10.48**	
	Units		**EDUs/Monthly**	

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER COST OF SERVICE BY COST COMPONENT AND CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	[A] Sewer	[B] Total
	Single Residential		
1	Single Residential	$ 474,863	$ 474,863
2	Single Apartment	126	126
3	**Sub-Total Single Residential**	**$ 474,989**	**$ 474,989**
	Multiple Residential		
4	Apt/Condos per Unit	$ 67,676	$ 67,676
5	Multiple Residential Units	2,642	2,642
6	Multiple Units	70,192	70,192
7	**Sub-Total Multiple Residential**	**$ 140,509**	**$ 140,509**
	Mobile Home Park		
8	12 units x 8.22	$ 1,509	$ 1,509
9	76 units x 8.22	9,560	9,560
10	MH/RV Parks per Unit	59,751	59,751
11	**Sub-Total Mobile Home Park**	**$ 70,821**	**$ 70,821**
	Commercial		
12	Commercial - 1 Unit	$ 7,925	$ 7,925
13	Commercial per Unit	5,157	5,157
14	Commercial/Industrial	19,177	19,177
15	**Sub-Total Commercial**	**$ 32,259**	**$ 32,259**
	Church		
16	Church per Unit	$ 252	$ 252
17	Church - Per Water Use	4,356	4,356
18	**Sub-Total Church**	**$ 4,607**	**$ 4,607**
	Hotel/Motel		
19	Hotel/Motel - 1 Unit	$ 126	$ 126
20	Hotel/Motel per Unit	6,793	6,793
21	**Sub-Total Hotel/Motel**	**$ 6,919**	**$ 6,919**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER COST OF SERVICE BY COST COMPONENT AND CUSTOMER CLASS - TEST YEAR FY 2026

Line No:	Description	[A]	[B]
		Sewer	Total
	Restaurant		
22	Restaurant - Per Water Use	$ 1,917	$ 1,917
23	**Sub-Total Restaurant**	**$ 1,917**	**$ 1,917**
	School		
24	Park Hill Elementary	$ 126	$ 126
25	School - Per Water Use	25,157	25,157
26	**Sub-Total School**	**$ 25,283**	**$ 25,283**
27	**Total**	**$ 757,303**	**$ 757,303**

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER RATE CALCULATION - TEST YEAR FY 2026

Line No:	Customer Class	[A] Fixed Rate Costs	[B] Monthly Dwelling Units	[C] Proposed Monthly Fixed Fee	[D] Existing Monthly Fixed Fee	[E] Monthly Fixed Fee Difference	[F] Volumetric Rate Costs	[G] Billable Annual Volume (CCF)	[H] Proposed Volumetric Rate	[I] Existing Volumetric Rate	[J] Volumetric Rate Difference
	Residential Classes										
	Single Residential										
1	Single Residential	$ 474,863	3,775	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
2	Single Apartment	126	1	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Multiple Residential										
3	Apt/Condos per Unit	$ 67,676	538	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
4	Multiple Residential Units	2,642	21	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
5	Multiple Units	70,192	558	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Mobile Home Park										
6	12 units x 8.22	$ 1,509	12	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
7	76 units x 8.22	9,560	76	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
8	MH/RV Parks per Unit	59,751	475	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Non-Residential Classes										
	Commercial										
9	Commercial - 1 Unit	$ 7,925	63	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
10	Commercial per Unit	5,157	41	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
11	Commercial/Industrial	N/A	N/A	N/A	N/A	N/A	19,177	20,123	$ 0.95	$ 0.75	$ 0.20
	Church										
12	Church per Unit	$ 252	2	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
13	Church - Per Water Use	N/A	N/A	N/A	N/A	N/A	4,356	4,571	$ 0.95	$ 0.75	$ 0.20
	Hotel/Motel										
14	Hotel/Motel - 1 Unit	$ 126	1	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
15	Hotel/Motel per Unit	6,793	54	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
	Restaurant										
16	Restaurant - Per Water Use	N/A	N/A	N/A	N/A	N/A	1,917	2,012	$ 0.95	$ 0.75	$ 0.20
	School										
17	Park Hill Elementary	$ 126	1	$ 10.48	$ 8.22	$ 2.26	N/A	N/A	N/A	N/A	N/A
18	School - Per Water Use	N/A	N/A	N/A	N/A	N/A	25,157	26,399	$ 0.95	$ 0.75	$ 0.20
19	**Total**	**$ 706,697**	**5,618**				**$ 50,606**	**53,104**			

APPENDIX - C

CITY OF SAN JACINTO, CA

SEWER REVENUE VS COST OF SERVICE BY CUSTOMER CLASS CHECK - TEST YEAR FY 2026

Line No:	Customer Class	[A] Monthly Dwelling Units	[B] Proposed Monthly Fixed Fee	[C]=[A]*[B]*12 Total Fixed Fee Revenue	[D] Billable Annual Volume (CCF)	[E] Proposed Volumetric Rate	[F]=[D]*[E] Total Volumetric Rate Revenues	[G]=[C]+[F] Total Calculated Revenues	[H] Total COS Revenues	[I]=[H]-[G] Difference Calc vs COS
	Single Residential									
1	Single Residential	3,775	$ 10.48	$ 474,863	N/A	N/A	N/A	$ 474,863	$ 474,863	$ -
2	Single Apartment	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
	Multiple Residential									
3	Apt/Condos per Unit	538	$ 10.48	$ 67,676	N/A	N/A	N/A	$ 67,676	$ 67,676	$ -
4	Multiple Residential Units	21	$ 10.48	$ 2,642	N/A	N/A	N/A	$ 2,642	$ 2,642	$ -
5	Multiple Units	558	$ 10.48	$ 70,192	N/A	N/A	N/A	$ 70,192	$ 70,192	$ -
	Mobile Home Park									
6	12 units x 8.22	12	$ 10.48	$ 1,509	N/A	N/A	N/A	$ 1,509	$ 1,509	$ -
7	76 units x 8.22	76	$ 10.48	$ 9,560	N/A	N/A	N/A	$ 9,560	$ 9,560	$ -
8	MH/RV Parks per Unit	475	$ 10.48	$ 59,751	N/A	N/A	N/A	$ 59,751	$ 59,751	$ -
	Commercial									
9	Commercial - 1 Unit	63	$ 10.48	$ 7,925	N/A	N/A	N/A	$ 7,925	$ 7,925	$ -
10	Commercial per Unit	41	$ 10.48	$ 5,157	N/A	N/A	N/A	$ 5,157	$ 5,157	$ -
11	Commercial/Industrial	152	N/A	N/A	20,123	$ 0.95	$ 19,177	$ 19,177	$ 19,177	$ -
	Church									
12	Church per Unit	2	$ 10.48	$ 252	N/A	N/A	N/A	$ 252	$ 252	$ -
13	Church - per water use	35	N/A	N/A	4,571	$ 0.95	$ 4,356	$ 4,356	$ 4,356	$ -
	Hotel/Motel									
14	Hotel/Motel - 1 Unit	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
15	Hotel/Motel per Unit	54	$ 10.48	$ 6,793	N/A	N/A	N/A	$ 6,793	$ 6,793	$ -
	Restaurant									
16	Restaurant - per water use	15	N/A	N/A	2,012	$ 0.95	$ 1,917	$ 1,917	$ 1,917	$ -
	School									
17	Park Hill Elementary	1	$ 10.48	$ 126	N/A	N/A	N/A	$ 126	$ 126	$ -
18	School - per water use	200	N/A	N/A	26,399	$ 0.95	$ 25,157	$ 25,157	$ 25,157	$ -
19	**Total**	**6,020**		$ 706,697	**53,104**		$ 50,606	$ 757,303	$ 757,303	$ -

City of San Jacinto, CA

Comprehensive Water & Sewer Rate Study

Appendix D | 10-Year Financial Projections

WILLDAN
FINANCIAL SERVICES

APPENDIX - D
CITY OF SAN JACINTO, CA
WATER & SEWER SYSTEM
PROJECTED OPERATING RESULTS - WATER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	REVENUES										
	Operating Revenues										
1	Water Service Charges	$ 9,454,184	$ 11,584,621	$ 14,740,837	$ 16,163,493	$ 16,806,088	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456
	Other Operating Revenues										
2	Water Connection Fees	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
3	Sewer Connection Fees	-	-	-	-	-	-	-	-	-	-
4	Miscellaneous Revenues	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Other Non-Operating Revenues										
5	Interest	177,500	177,500	177,500	177,500	177,500	177,500	177,500	177,500	177,500	177,500
6	**Total Revenues**	**$ 9,684,184**	**$ 11,814,621**	**$ 14,970,837**	**$ 16,393,493**	**$ 17,036,088**	**$ 17,284,456**	**$ 17,284,456**	**$ 17,284,456**	**$ 17,284,456**	**$ 17,284,456**
	Current Expenses										
7	Water Fund	$ 7,546,416	$ 7,425,877	$ 7,840,728	$ 8,285,541	$ 8,762,876	$ 9,275,543	$ 9,826,606	$ 10,419,415	$ 11,057,641	$ 11,745,297
8	Sewer Fund	-	-	-	-	-	-	-	-	-	-
9	**Total Current Expenses**	**$ 7,546,416**	**$ 7,425,877**	**$ 7,840,728**	**$ 8,285,541**	**$ 8,762,876**	**$ 9,275,543**	**$ 9,826,606**	**$ 10,419,415**	**$ 11,057,641**	**$ 11,745,297**
10	**Income Available for Debt Service**	**$ 2,137,768**	**$ 4,388,744**	**$ 7,130,109**	**$ 8,107,952**	**$ 8,273,212**	**$ 8,008,913**	**$ 7,457,850**	**$ 6,865,041**	**$ 6,226,815**	**$ 5,539,159**
	DEBT SERVICE										
	Parity Indebtedness										
11	2015 Installment Sale Agreement	$ 251,585	$ 264,660	$ 278,462	$ 293,031	$ 308,410	$ 324,643	$ 341,776	$ 359,859	$ 378,946	$ 399,092
12	2025 Installment Purchase Agreement	678,128	677,715	678,429	677,561	678,109	677,988	678,197	677,758	677,584	677,676
	Total Parity Indebtedness	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
13	**Total Indebtedness**	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
14	**Net Results of Operations**	**$ 1,208,055**	**$ 3,446,369**	**$ 6,173,218**	**$ 7,137,360**	**$ 7,286,693**	**$ 7,006,282**	**$ 6,437,877**	**$ 5,827,424**	**$ 5,170,285**	**$ 4,462,391**
	DEBT SERVICE COVERAGE										
	Debt Service Coverage - Total Indebtedness										
	Excluding RSF										
15	Calculated	2.30	4.66	7.45	8.35	8.39	7.99	7.31	6.62	5.89	5.14
16	Targeted	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
17	Required	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20

APPENDIX - D
CITY OF SAN JACINTO, CA
WATER & SEWER SYSTEM
PROJECTED OPERATING RESULTS - WATER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
18	Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	Transfers Out	-	-	-	-	-	-	-	-	-	-
20	Transfers In	-	-	-	-	-	-	-	-	-	-
21	**Net Results**	**$ 1,208,055**	**$ 3,446,369**	**$ 6,173,218**	**$ 7,137,360**	**$ 7,286,693**	**$ 7,006,282**	**$ 6,437,877**	**$ 5,827,424**	**$ 5,170,285**	**$ 4,462,391**
	RESERVE FUND BALANCE ACTIVITY										
	Operating Fund - Water										
22	Beginning Fund Balance	$ 3,447,802	$ 2,481,013	$ 2,441,384	$ 2,577,774	$ 2,724,013	$ 2,880,946	$ 3,049,494	$ 3,230,665	$ 3,425,561	$ 3,635,389
23	Deposit/(Withdrawal) from Operations	1,208,055	3,446,369	6,173,218	7,137,360	7,286,693	7,006,282	6,437,877	5,827,424	5,170,285	4,462,391
24	Transfer from/(to) Capital Reserve Fund	(2,124,844)	(3,435,998)	(5,986,829)	(6,941,120)	(7,079,761)	(6,787,734)	(6,206,706)	(5,582,528)	(4,910,457)	(4,186,312)
25	Transfer to Capital Fund - Water Capital Imp.	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
26	**Ending Fund Balance**	**$ 2,481,013**	**$ 2,441,384**	**$ 2,577,774**	**$ 2,724,013**	**$ 2,880,946**	**$ 3,049,494**	**$ 3,230,665**	**$ 3,425,561**	**$ 3,635,389**	**$ 3,861,468**
27	**Targeted Fund Balance**	**$ 2,481,013**	**$ 2,441,384**	**$ 2,577,774**	**$ 2,724,013**	**$ 2,880,946**	**$ 3,049,494**	**$ 3,230,665**	**$ 3,425,561**	**$ 3,635,389**	**$ 3,861,468**
28	**Variance**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
29	**Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
30	**Targeted Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
	Capital Fund - Water										
31	Beginning Fund Balance	$ 1,097,113	$ 1,271,957	$ 505,455	$ 864,408	$ 794,016	$ 2,028,571	$ 5,675,600	$ 8,247,042	$ 11,346,789	$ 14,238,808
32	Transfer from/(to) Operating Fund	2,124,844	3,435,998	5,986,829	6,941,120	7,079,761	6,787,734	6,206,706	5,582,528	4,910,457	4,186,312
33	Water Capital Improvement Revenue	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
34	Cash Funded Capital Projects	(2,000,000)	(4,252,500)	(5,677,875)	(7,061,513)	(5,895,206)	(3,190,704)	(3,685,264)	(2,532,781)	(2,068,438)	(2,326,992)
35	**Ending Fund Balance**	**$ 1,271,957**	**$ 505,455**	**$ 864,408**	**$ 794,016**	**$ 2,028,571**	**$ 5,675,600**	**$ 8,247,042**	**$ 11,346,789**	**$ 14,238,808**	**$ 16,148,129**
	Water Enterprise Reserves										
36	Beginning Fund Balance	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619
37	Revenues Toward Debt Service Payment	929,713	942,375	956,891	970,592	986,519	1,002,631	1,019,973	1,037,617	1,056,530	1,076,768
38	Annual Debt Service Payment	(929,713)	(942,375)	(956,891)	(970,592)	(986,519)	(1,002,631)	(1,019,973)	(1,037,617)	(1,056,530)	(1,076,768)
39	**Ending Fund Balance**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**
40	**Total Fund Balance - Water**	**$ 4,902,589**	**$ 4,096,458**	**$ 4,591,801**	**$ 4,667,648**	**$ 6,059,135**	**$ 9,874,713**	**$ 12,627,326**	**$ 15,921,969**	**$ 19,023,816**	**$ 21,159,215**

APPENDIX - D

CITY OF SAN JACINTO, CA

WATER & SEWER SYSTEM

PROJECTED OPERATING RESULTS - SEWER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	REVENUES										
	Operating Revenues										
1	Sewer Maintenance Fees	$ 757,303	$ 889,781	$ 1,201,070	$ 1,400,474	$ 1,442,386	$ 1,485,726	$ 1,530,503	$ 1,576,719	$ 1,624,037	$ 1,672,461
2	EMWD Sewer Maintenance Fees	$ 1,487,217	$ 1,225,810	$ 1,227,921	$ 1,230,185	$ 1,232,449	$ 1,234,712	$ 1,236,976	$ 1,239,240	$ 1,241,504	$ 1,243,767
	Other Operating Revenues										
3	Water Connection Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	Sewer Connection Fees	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
5	Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
	Other Non-Operating Revenues										
6	Interest	63,750	63,750	63,750	63,750	63,750	63,750	63,750	63,750	63,750	63,750
7	**Total Revenues**	**$ 2,338,270**	**$ 2,209,341**	**$ 2,522,741**	**$ 2,724,409**	**$ 2,768,585**	**$ 2,814,188**	**$ 2,861,229**	**$ 2,909,709**	**$ 2,959,291**	**$ 3,009,978**
	Current Expenses										
8	Water Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Sewer Fund	1,711,302	1,779,913	1,851,557	1,926,384	2,004,555	2,086,230	2,171,587	2,260,811	2,354,097	2,451,654
10	**Total Current Expenses**	**$ 1,711,302**	**$ 1,779,913**	**$ 1,851,557**	**$ 1,926,384**	**$ 2,004,555**	**$ 2,086,230**	**$ 2,171,587**	**$ 2,260,811**	**$ 2,354,097**	**$ 2,451,654**
11	**Income Available for Debt Service**	**$ 626,968**	**$ 429,428**	**$ 671,184**	**$ 798,025**	**$ 764,030**	**$ 727,958**	**$ 689,642**	**$ 648,898**	**$ 605,194**	**$ 558,324**
12	**Net Results of Operations**	**$ 626,968**	**$ 429,428**	**$ 671,184**	**$ 798,025**	**$ 764,030**	**$ 727,958**	**$ 689,642**	**$ 648,898**	**$ 605,194**	**$ 558,324**
	DEBT SERVICE COVERAGE										
	Debt Service Coverage - Total Indebtedness										
13	Calculated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
14	Targeted	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
15	Required	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
16	Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17	Transfers Out	-	-	-	-	-	-	-	-	-	-
18	Transfers In	-	-	-	-	-	-	-	-	-	-
19	**Net Results**	**$ 626,968**	**$ 429,428**	**$ 671,184**	**$ 798,025**	**$ 764,030**	**$ 727,958**	**$ 689,642**	**$ 648,898**	**$ 605,194**	**$ 558,324**

APPENDIX - D

CITY OF SAN JACINTO, CA

WATER & SEWER SYSTEM

PROJECTED OPERATING RESULTS - SEWER

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	RESERVE FUND BALANCE ACTIVITY										
	Operating Fund - Sewer										
20	Beginning Fund Balance	$ 1,932,985	$ 562,620	$ 585,177	$ 608,731	$ 633,332	$ 659,032	$ 685,884	$ 713,946	$ 743,280	$ 773,950
21	Deposit/(Withdrawal) from Operations	626,968	429,428	671,184	798,025	764,030	727,958	689,642	648,898	605,194	558,324
22	Transfer from/(to) Capital Reserve Fund	(1,967,333)	(376,871)	(617,630)	(743,424)	(708,330)	(671,106)	(631,579)	(589,564)	(544,525)	(496,250)
23	Transfer to Capital Fund - Sewer Connection Fee	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)
24	**Ending Fund Balance**	**$ 562,620**	**$ 585,177**	**$ 608,731**	**$ 633,332**	**$ 659,032**	**$ 685,884**	**$ 713,946**	**$ 743,280**	**$ 773,950**	**$ 806,023**
25	**Targeted Fund Balance**	**$ 562,620**	**$ 585,177**	**$ 608,731**	**$ 633,332**	**$ 659,032**	**$ 685,884**	**$ 713,946**	**$ 743,280**	**$ 773,950**	**$ 806,023**
26	**Variance**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
27	**Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
28	**Targeted Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
	Capital Fund - Sewer										
29	Beginning Fund Balance	$ 155,538	$ 1,091,059	$ 421,680	$ 325,121	$ 403,970	$ 656,097	$ 1,165,761	$ 1,559,321	$ 1,897,465	$ 2,176,499
30	Transfer from/(to) Operating Fund	1,967,333	376,871	617,630	743,424	708,330	671,106	631,579	589,564	544,525	496,250
31	Sewer Connection Fee Revenue	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
32	Cash Funded Capital Projects	(1,061,812)	(1,076,250)	(744,188)	(694,576)	(486,203)	(191,442)	(268,019)	(281,420)	(295,491)	(325,779)
33	**Ending Fund Balance**	**$ 1,091,059**	**$ 421,680**	**$ 325,121**	**$ 403,970**	**$ 656,097**	**$ 1,165,761**	**$ 1,559,321**	**$ 1,897,465**	**$ 2,176,499**	**$ 2,376,970**
34	**Total Fund Balance - Sewer**	**$ 1,653,678**	**$ 1,006,856**	**$ 933,852**	**$ 1,037,301**	**$ 1,315,128**	**$ 1,851,644**	**$ 2,273,267**	**$ 2,640,745**	**$ 2,950,448**	**$ 3,182,993**

APPENDIX - D

CITY OF SAN JACINTO, CA

WATER & SEWER SYSTEM

PROJECTED OPERATING RESULTS - COMBINED SYSTEM

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
	REVENUES										
	Operating Revenues										
1	Water Service Charges	$ 9,454,184	$ 11,584,621	$ 14,740,837	$ 16,163,493	$ 16,806,088	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456	$ 17,054,456
2	Sewer Maintenance Fees	$ 757,303	$ 889,781	$ 1,201,070	$ 1,400,474	$ 1,442,386	$ 1,485,726	$ 1,530,503	$ 1,576,719	$ 1,624,037	$ 1,672,461
3	EMWD Sewer Maintenance Fees	$ 1,487,217	$ 1,225,810	$ 1,227,921	$ 1,230,185	$ 1,232,449	$ 1,234,712	$ 1,236,976	$ 1,239,240	$ 1,241,504	$ 1,243,767
	Other Operating Revenues										
4	Water Connection Fees	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
5	Sewer Connection Fees	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
6	Miscellaneous Revenues	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Other Non-Operating Revenues										
7	Interest	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250	$ 241,250
8	**Total Revenues**	**$ 12,022,454**	**$ 14,023,962**	**$ 17,493,578**	**$ 19,117,902**	**$ 19,804,673**	**$ 20,098,644**	**$ 20,145,685**	**$ 20,194,165**	**$ 20,243,747**	**$ 20,294,434**
	Current Expenses										
9	Water Fund	$ 7,546,416	$ 7,425,877	$ 7,840,728	$ 8,285,541	$ 8,762,876	$ 9,275,543	$ 9,826,606	$ 10,419,415	$ 11,057,641	$ 11,745,297
10	Sewer Fund	1,711,302	1,779,913	1,851,557	1,926,384	2,004,555	2,086,230	2,171,587	2,260,811	2,354,097	2,451,654
11	**Total Current Expenses**	**$ 9,257,718**	**$ 9,205,790**	**$ 9,692,285**	**$ 10,211,925**	**$ 10,767,431**	**$ 11,361,773**	**$ 11,998,193**	**$ 12,680,226**	**$ 13,411,738**	**$ 14,196,951**
12	**Income Available for Debt Service**	**$ 2,764,736**	**$ 4,818,172**	**$ 7,801,293**	**$ 8,905,977**	**$ 9,037,242**	**$ 8,736,871**	**$ 8,147,492**	**$ 7,513,939**	**$ 6,832,009**	**$ 6,097,483**
	DEBT SERVICE										
	Parity Indebtedness										
13	2015 Installment Sale Agreement	$ 251,585	$ 264,660	$ 278,462	$ 293,031	$ 308,410	$ 324,643	$ 341,776	$ 359,859	$ 378,946	$ 399,092
14	2025 Installment Purchase Agreement	678,128	677,715	678,429	677,561	678,109	677,988	678,197	677,758	677,584	677,676
	Total Parity Indebtedness	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
15	**Total Indebtedness**	**$ 929,713**	**$ 942,375**	**$ 956,891**	**$ 970,592**	**$ 986,519**	**$ 1,002,631**	**$ 1,019,973**	**$ 1,037,617**	**$ 1,056,530**	**$ 1,076,768**
16	**Net Results of Operations**	**$ 1,835,023**	**$ 3,875,797**	**$ 6,844,402**	**$ 7,935,385**	**$ 8,050,723**	**$ 7,734,240**	**$ 7,127,519**	**$ 6,476,322**	**$ 5,775,479**	**$ 5,020,715**
	DEBT SERVICE COVERAGE										
	Debt Service Coverage - Total Indebtedness										
17	Calculated	2.97	5.11	8.15	9.18	9.16	8.71	7.99	7.24	6.47	5.66
18	Targeted	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
19	Required	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20

APPENDIX - D
CITY OF SAN JACINTO, CA
WATER & SEWER SYSTEM
PROJECTED OPERATING RESULTS - COMBINED SYSTEM

Line	Description	Proposed 2026	Fiscal Year Ending June 30 2027	2028	2029	2030	Fiscal Year Ending June 30 2031	2032	2033	2034	2035
20	Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	Transfers Out	-	-	-	-	-	-	-	-	-	-
22	Transfers In	-	-	-	-	-	-	-	-	-	-
23	**Net Results**	**$ 1,835,023**	**$ 3,875,797**	**$ 6,844,402**	**$ 7,935,385**	**$ 8,050,723**	**$ 7,734,240**	**$ 7,127,519**	**$ 6,476,322**	**$ 5,775,479**	**$ 5,020,715**
	RESERVE FUND BALANCE ACTIVITY										
	Operating Fund - Combined System										
24	Beginning Fund Balance	$ 5,380,787	$ 3,043,633	$ 3,026,561	$ 3,186,505	$ 3,357,345	$ 3,539,977	$ 3,735,377	$ 3,944,611	$ 4,168,841	$ 4,409,339
25	Deposit/(Withdrawal) from Operations	1,835,023	3,875,797	6,844,402	7,935,385	8,050,723	7,734,240	7,127,519	6,476,322	5,775,479	5,020,715
26	Transfer from/(to) Capital Reserve Fund	(4,092,177)	(3,812,869)	(6,604,458)	(7,684,544)	(7,788,091)	(7,458,840)	(6,838,285)	(6,172,092)	(5,454,982)	(4,682,563)
27	Transfer to Capital Fund - Water Capital Imp.	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)
28	**Ending Fund Balance**	**$ 3,043,633**	**$ 3,026,561**	**$ 3,186,505**	**$ 3,357,345**	**$ 3,539,977**	**$ 3,735,377**	**$ 3,944,611**	**$ 4,168,841**	**$ 4,409,339**	**$ 4,667,491**
29	**Targeted Fund Balance**	**$ 3,043,633**	**$ 3,026,561**	**$ 3,186,505**	**$ 3,357,345**	**$ 3,539,977**	**$ 3,735,377**	**$ 3,944,611**	**$ 4,168,841**	**$ 4,409,339**	**$ 4,667,491**
30	**Variance**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
31	**Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
32	**Targeted Days Cash on Hand**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
	Capital Fund - Combined System										
33	Beginning Fund Balance	$ 1,252,650	$ 2,363,015	$ 927,134	$ 1,189,530	$ 1,197,985	$ 2,684,667	$ 6,841,361	$ 9,806,363	$ 13,244,254	$ 16,415,307
34	Transfer from/(to) Operating Fund	4,092,177	3,812,869	6,604,458	7,684,544	7,788,091	7,458,840	6,838,285	6,172,092	5,454,982	4,682,563
35	Water Capital Improvement Revenue	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
36	Sewer Connection Fee Revenue	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
37	Cash Funded Capital Projects	(3,061,812)	(5,328,750)	(6,422,063)	(7,756,089)	(6,381,409)	(3,382,146)	(3,953,283)	(2,814,201)	(2,363,929)	(2,652,771)
38	**Ending Fund Balance**	**$ 2,363,015**	**$ 927,134**	**$ 1,189,530**	**$ 1,197,985**	**$ 2,684,667**	**$ 6,841,361**	**$ 9,806,363**	**$ 13,244,254**	**$ 16,415,307**	**$ 18,525,099**
39	**Variance**	**$ 916,081**	**$ (554,526)**	**$ (327,690)**	**$ (355,648)**	**$ 1,093,747**	**$ 5,212,258**	**$ 8,138,162**	**$ 11,536,016**	**$ 14,666,071**	**$ 16,733,881**
	Water Enterprise Reserves										
40	Beginning Fund Balance	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619	$ 1,149,619
41	Revenues Toward Debt Service Payment	929,713	942,375	956,891	970,592	986,519	1,002,631	1,019,973	1,037,617	1,056,530	1,076,768
42	Annual Debt Service Payment	(929,713)	(942,375)	(956,891)	(970,592)	(986,519)	(1,002,631)	(1,019,973)	(1,037,617)	(1,056,530)	(1,076,768)
43	**Ending Fund Balance**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**	**$ 1,149,619**
44	**Total Fund Balance - Combined System**	**$ 6,556,267**	**$ 5,103,314**	**$ 5,525,653**	**$ 5,704,949**	**$ 7,374,263**	**$ 11,726,357**	**$ 14,900,593**	**$ 18,562,714**	**$ 21,974,264**	**$ 24,342,208**

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NOTICE OF PUBLIC HEARING REGARDING
PROPOSED CHANGES TO SEWER RATES

Hearing Date & Time: August 4, 2026, 6:30 PM
Hearing Location: San Jacinto Community Center
625 S. Pico Avenue, San Jacinto, CA 92583

Why are you receiving this notice?

The City of San Jacinto (City) is mailing this notice to you because you are a sewer (wastewater) customer, or record owner of property, that receives sewer service from the City. This notice is being provided pursuant to Article XIII D of the California Constitution (commonly referred to as "Proposition 218"), which requires the City to notify property owners and customers of proposed changes to property-related fees, including sewer service charges. This notice describes proposed changes to the City's sewer rates and provides information regarding the Public Hearing at which the City Council will consider the adoption of the proposed rates. **The Public Hearing will be held on August 4, 2026, at 6:30 PM, or as soon thereafter as the matter may be heard, at the San Jacinto Community Center, 625 S. Pico Avenue, San Jacinto, California 92583.** If adopted, the proposed rates for sewer service will be in effect for service provided on and after January 1, 2027.

What do sewer rates fund?

The City of San Jacinto owns, operates, and maintains a wastewater collection system that provides sewer service to residential, commercial, industrial, institutional, and other customers throughout the City's sewer service area. The wastewater utility system is critical infrastructure that protects public health, preserves environmental quality, and supports the continued operation and development of the community. The City operates its own wastewater collection system, which consists of approximately 178 miles of sewer mains ranging in size from 6 to 18 inches in diameter, together with manholes, service laterals, and related collection and conveyance facilities necessary to collect and transport wastewater generated by homes, businesses, schools, parks, and public facilities throughout the community. The wastewater collection system must be continuously maintained and operated to ensure reliable service, minimize the risk of sewer overflows and system failures, and comply with applicable environmental and regulatory requirements.

Wastewater collected within the City's collection system is conveyed to the Eastern Municipal Water District (EMWD) regional wastewater system for treatment and disposal. The City relies exclusively on EMWD to convey and treat the City's wastewater at the San Jacinto Valley Regional Water Reclamation Facility through a series of interconnections between the City's collection facilities and EMWD's regional system. Sewer rates fund the City's share of costs associated with wastewater collection, conveyance, treatment, disposal, operations, maintenance, repair, rehabilitation, replacement, regulatory compliance, administration, and long-term capital improvements necessary to maintain reliable wastewater service.

The City has caused to be prepared a comprehensive sewer rate study to evaluate the current and projected financial condition of the sewer utility, assess the costs necessary to provide reliable sewer service, and determine the funding needed to support operations, maintenance, capital improvements, and other utility obligations over the next five years. Sewer rates are the primary source of revenue used to support the ongoing operation, maintenance, repair, rehabilitation, replacement, and improvement of the City's wastewater utility infrastructure and facilities. Sewer rate revenues also support reserve funding, emergency response needs, and capital improvement projects necessary to maintain reliable wastewater service and protect public health and the environment. The sewer rates were designed so that revenues from proposed rates do not exceed the amount required to provide the service, nor will rate revenue be used for purposes other than those for which they are imposed.

Why are sewer rate changes needed?

The City has evaluated the financial needs of the sewer utility based on the results of the sewer rate study and financial planning process completed by an independent consultant. The purpose of the study is to evaluate the current and projected costs of providing wastewater service and determine the funding necessary to support ongoing operations, maintenance, capital improvements, regulatory compliance, and financial stability over the planning period.

The City has experienced increasing costs associated with operating and maintaining the wastewater utility system, including increases in labor, materials, construction, treatment, disposal, energy, and regulatory compliance costs. In addition, portions

of the wastewater collection system require ongoing rehabilitation, repair, and replacement to maintain reliable service and reduce the risk of system failures and emergency repairs.

The proposed rate adjustments are intended to provide sufficient revenues to support the continued operation and maintenance of the wastewater utility system, fund necessary capital improvements, maintain prudent reserve levels, and ensure the long-term financial stability of the utility. The proposed rates are based on a cost-of-service methodology intended to allocate costs proportionally among customer classes based on the demand and usage characteristics associated with providing sewer service.

The amount of the proposed rates imposed on any parcel or person as an incident of property ownership will not exceed the proportional cost of the service attributable to that parcel, and no charge will be imposed for service unless the service is actually used by, or immediately available to, the property owner or customer.

How are sewer rates determined and how do they work?

To develop rates that generate sufficient revenues to meet the fiscal and operational needs of the wastewater utility, the City evaluated projected revenues and expenditures over a multi-year planning period. Revenue requirements include costs associated with operations, maintenance, repair and replacement of infrastructure, wastewater treatment and disposal, capital improvements, reserve funding, and administrative support necessary to provide reliable wastewater service.

The proposed sewer rates are designed to recover the cost of providing wastewater service in a fair and equitable manner consistent with industry standards and applicable legal requirements. The rates are structured to ensure that customers pay an amount proportional to the cost of serving them based on factors such as wastewater flow characteristics, customer type, and system demand.

The City is proposing to implement the proposed sewer rates as a series of annual adjustments beginning January 1, 2027, and then each January 1 thereafter through and including January 1, 2031. The following sections summarize the proposed rates, which will go into effect and remain in effect unless modified by future City Council action.

Proposed **Monthly Sewer Rates – January 1, 2027 through January 1, 2031**

Proposed sewer rates consist of one of two rate methodologies being either 1) a monthly fixed charge for all residential customers and certain non-residential customers (e.g., commercial single and multi-unit, certain churches, hotels, and Park Hill Elementary School) charged per Equivalent Dwelling Unit (EDU) regardless of usage or 2) a volumetric charge per 100 cubic feet (100 cubic feet = 1 unit of water = 748 gallons) for certain non-residential customers (e.g., certain churches, all restaurants, commercial/industrial, and all schools except Park Hill Elementary School). Customers are subject to only the monthly fixed charge or the volumetric charge but not both based on property class as noted above. The rate structure was designed so that each customer will be charged an amount that represents their proportional share of the City's cost of serving them, based on their demand and usage characteristics.

In addition to the City's sewer rates for collection, and as shown in the following table, EMWD imposes charges for treatment and disposal of customer wastewater. EMWD provides the City's wastewater treatment and disposal through EMWD's regional facilities. For customers that receive water service from the City, the EMWD charges are included in your City of San Jacinto utility bill. For customers that do not receive water service from the City, EMWD will bill those properties directly and include the City's sewer service charges for collection in the EMWD utility bill. Therefore, each sewer service customer is responsible for the City's collection and distribution sewer rates plus the EMWD treatment and disposal charges. The City does not control EMWD's charges for sewer treatment and disposal, and it is possible the EMWD charges will increase by varying amounts in future years.

Description	Existing Rates	Projected For Fiscal Year Beginning January 1				
		2027	2028	2029	2030	2031
Monthly Fixed Charge: [1]						
All Customers (Per EDU)	$ 8.22	$ 10.48	$ 14.15	$ 19.10	$ 19.67	$ 20.26
Volumetric Rates Per 100 Cubic Feet: [2]						
See Footnote	$ 0.75	$ 0.95	$ 1.29	$ 1.74	$ 1.79	$ 1.84
EMWD Related Charges: [3]						
Sewer (per EDU)	$ 8.22	$ 10.48	Subject to EMWD Updated Rates			
Sewer (per Sewage Unit)	$ 40.31	$ 40.31	Subject to EMWD Updated Rates			

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

What is the Impact on your sewer bill?

Based on the proposed ***monthly*** rates shown in the previous table, effective January 1, 2027, the ***monthly*** sewer charge for a single-family residential customer would increase from $8.22 currently to $10.48 per monthly billing period.

The ***monthly impact*** of these changes on a single-family residential customer is shown below:

Current Sewer Charge	Proposed Sewer Charge	Monthly Increase ($)
$ 8.22	$ 10.48	$ 2.26

How do you file a protest or participate in the public hearing?

The City will consider the new sewer rates at a Public Hearing on **Tuesday, August 4, 2026, at 6:30 PM,** or as soon thereafter as the matter may be heard, at the San Jacinto Community Center, 625 S. Pico Avenue, San Jacinto, California 92583. At the Public Hearing, the City Council will consider all oral comments and written protests regarding the proposed rates. ***Any owner or customer of record of a parcel subject to the proposed rates may submit a written protest against the proposed rate revisions. If written protests are filed by a majority of the affected parcels, the proposed rates will not be adopted. If you do not object to the proposed rate revisions, you do not need to take any action.***

Written protests must include the following: 1) a statement indicating that the identified property owner or customer of record is in opposition to the proposed sewer rate changes; 2) the street address or Assessor's Parcel Number (APN) for the parcel(s) with respect to which the protest is made; and 3) the name and signature of the owner or customer.

Written protests must be mailed, or hand delivered, to the City Clerk at 595 S. San Jacinto Avenue, San Jacinto, California 92583, and received prior to the start of the public hearing on August 4, 2026, or hand delivered to the City Clerk at the Public Hearing on August 4, 2026, before the conclusion of the public comment portion of the Public Hearing. Protests submitted via e-mail or other electronic means will not be accepted. For any written protest, whether mailed or submitted in person to the City Clerk, please identify on the front of the envelope that the enclosed protest is for the Public Hearing on the Proposed Rate Changes – Sewer Rates.

The City Council will consider all written and oral protests related to the proposed rate changes at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, there will be no more written protests accepted, and no more testimony taken, and the City

Council will consider adoption of the proposed rates described in this notice. If written protests, as outlined above, are not presented by a majority of property owners or customers of record, the City Council will be authorized to adopt the proposed rates. While both property owners and customers of record may submit written protests, only one protest will be counted for each parcel. If adopted, the rates for sewer service will be in effect beginning **January 1, 2027 and increase each January 1, through and including January 1, 2031 as provided above**.

Exhaustion of Administrative Remedies – Written Legal Objection Procedures

Pursuant to California Government Code sections 53759.1 and 53759.2, a person or entity will be prohibited from bringing a judicial action or proceeding alleging that the proposed sewer rates do not comply with Proposition 218 unless that person or entity has submitted a written legal objection to the proposed rates. This is known as an Exhaustion of Administrative Remedies requirement **and is separate from the Proposition 218 majority Protest process described above**.

Any person or entity that wishes to challenge the proposed sewer rates must first file a written legal objection that specifies the grounds for alleging the City's noncompliance with the law as described below. Written legal objections must be received by the City **no later than 5:00 p.m., Monday, August 3, 2026**.

Information related to the written basis for the proposed sewer rate adjustments can be found on the City's website at www.sanjacintoca.gov. You have the right to request that the City mail the written basis for the proposed sewer rate adjustments directly to you. To request that the written basis be mailed, please call Water Billing at (951) 487-7330, Option 1.

Legal objections will only be considered valid if they meet the following procedural and substantive requirements:

- Legal objections **must be in writing**.
- The City Clerk must receive your written legal objections **no later than 5:00 p.m., Monday, August 3, 2026.**
- Written legal objections must be mailed or hand delivered to the City Clerk's office at 595 S. San Jacinto Avenue, California 92583.
- Legal objections must include the following information:
    - Objectors name, parcel number and/or service address, including a return mailing or email address for City responses to your written objection, and signature.
    - A statement that your communication constitutes a legal objection.
    - A description of the grounds for alleging the City's noncompliance with the law, with sufficient specificity to allow the City to determine whether any changes to the proposed sewer rates are required. ***A statement that the proposed sewer rates are too high, or that the proposed sewer rates violate Proposition 218, without an explanation as to the basis of your claim, will be insufficient to constitute a legal objection.***

A written protest will not constitute a valid legal objection unless it meets the requirements set forth above. Failure to submit a written legal objection prior to 5:00 p.m. on August 3, 2026, or to meet the requirements set forth above, will bar any right to challenge the proposed sewer service rates through a legal proceeding.

In accordance with Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge, commencing from the later of the effective date of the new rates or of the date of the final passage, adoption, or approval of the resolution adopting the new rates.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

RESOLUTION NO. 4146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, ADOPTING FINDINGS AND DETERMINATIONS RELATED TO THE PRESENTMENT OF OBJECTIONS TO THE CITY'S PROPOSED SEWER SERVICE FEES IN COMPLIANCE WITH EXHAUSTION OF ADMINISTRATIVE REMEDIES PROCEDURES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 53759.1 AND 53759.2, AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, Section 6 of Article XIII D of the California Constitution ("Proposition 218") and the Proposition 218 Omnibus Implementation Act (Government Code § 53750, et seq.) require that, prior to imposing any increase to the sewer service fees, the City of San Jacinto (the "City") shall provide written notice by mail of: (1) the proposed increases to such sewer service fees to the record owner of each parcel upon which the sewer service fees are proposed for imposition (record owners); (2) the amount of the sewer service fees proposed to be imposed on each parcel; (3) the basis upon which the sewer service fees were calculated; (4) the reason for the sewer service fees; and (5) the date, time, and location of a public hearing ("Hearing") on the proposed sewer service fees; and

WHEREAS, pursuant to Proposition 218, such written notice is required to be provided to the record owners not less than forty-five days (45) prior to the Hearing on the proposed sewer service fees; and

WHEREAS, the City provided written notice ("Notice") to record owners and to customers of record who are not the property owner (e.g., a tenant) in compliance and consistent with Proposition 218; and

WHEREAS, the Notice included a prominently displayed statement that contained the information that all written objections to the proposed sewer service fees must be submitted within the written objection period and that a failure to timely object in writing bars any right to challenge the proposed sewer service fees through a legal proceeding and that contained all substantive and procedural requirements for submitting an objection to the proposed sewer service fees; and

WHEREAS, the City established a written objection period with a deadline of 5:00 P.M. on August 3, 2026, to submit an objection; and

WHEREAS, the City made available to the public the proposed sewer service fees no less than 45 days prior to the deadline to submit an objection; and

WHEREAS, the City posted on its internet website a written basis for the proposed sewer service fees and included a link to the internet website in the Notice; and

WHEREAS, the City mailed the written basis to any property owner upon request or, if no such requests were made, would have mailed the written basis to any property owner upon request; and

WHEREAS, the City provided at least 45 days for a property owner or customer of record (e.g., a tenant), to review the proposed sewer service fees and to timely submit a written objection to the proposed sewer service fees that specifies the grounds for alleging noncompliance; and

WHEREAS, the City considered and responded in writing, including the grounds for which a challenge is not resulting in amendments to the proposed sewer service fees, to any timely submitted written objections prior to the close of the Hearing; and

WHEREAS, timely submitted written objections and agency responses were presented to the City Council for consideration prior to or during the Hearing; and

WHEREAS, the City Council now desires to make findings and determinations related to the proposed sewer service fees.

NOW THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of San Jacinto, California, as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council has found and has determined that the written objections and the City's responses do not warrant clarification to any proposed sewer service fee; no reduction in any proposed sewer service fee is warranted; no further review is needed before making a determination on whether clarification or reduction of the proposed sewer service fees is needed; and to proceed with the Hearing.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, and ADOPTED at a Regular Meeting of the City Council on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

CERTIFICATION

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Resolution No. 4146 was duly passed, approved, and adopted at a Regular Meeting of the City Council of the City of San Jacinto on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

WITNESS MY HAND AND OFFICIAL SEAL this 4th day of August, 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

RESOLUTION NO. 4147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JACINTO, CALIFORNIA, ADOPTING SEWER SERVICE CHARGES, FINDING THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080(b)(8), AND TAKING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the City of San Jacinto (the "City") owns and operates a wastewater collection system that provides sewer service to City customers, and the City partners with the Eastern Municipal Water District ("EMWD") to process collected wastewater at EMWD's regional wastewater system for treatment and disposal; and

WHEREAS, the City has engaged an independent rate consultant to prepare the City of San Jacinto Sewer Rate Study, dated June 2026 (the "Rate Study"), which has been made publicly available on the City's website and is on file in the City Clerk's Office and incorporated herein by this reference, to analyze the costs of providing sewer service to City customers; and

WHEREAS, the Rate Study determined the City must increase its sewer service charges ("Sewer Charges") in order to keep pace with the costs of providing sewer service; and

WHEREAS, the Sewer Charges consist of one of two rate methodologies: 1) a monthly fixed charge for all residential customers and certain non-residential customers (e.g., commercial single and multi-unit, certain churches, hotels, and Park Hill Elementary School) charged per equivalent dwelling unit ("EDU," 1 EDU is defined as a standard single family residential property served by a ¾" meter) regardless of usage, or 2) a volumetric charge per 100 cubic feet of water use (100 cubic feet = 748 gallons or 1 unit of water) as determined by the City's water utility, for certain non-residential customers (e.g., certain churches, all restaurants, commercial/industrial, and all schools except Park Hill Elementary School); and

WHEREAS, customers are subject to only the monthly fixed charge or the volumetric charge, but not both, based on property class as noted above; and

WHEREAS, in addition to imposing increases to the City's Sewer Charges for collection and transmission of wastewater, EMWD imposes charges for treatment and disposal of customer wastewater; and

WHEREAS, although all customers are subject to both the City's Sewer Charges and the EMWD charges, the manner in which those charges are collected depends on whether or not the customer is also a customer of the City's water system: 1) for City water customers, the EMWD charges will be included in the City's utility bill; and 2) for

non-City water customers, EMWD will bill directly and include the City's Sewer Charges for collection in the EMWD utility bill; and

WHEREAS, the City does not control EMWD's charges for wastewater treatment and disposal, and it is possible the EMWD charges will increase by varying amounts in future years; and

WHEREAS, the rate structure for the Sewer Charges is designed to proportionately allocate the cost of service to each parcel and will generate sufficient revenue to provide sewer service; and

WHEREAS, revenues collected from the Sewer Charges will be used only for providing sewer service to parcels served by the City; and

WHEREAS, the rates for the Sewer Charges and the EMWD charges described above are included in Exhibit "A" attached hereto; and

WHEREAS, the City Council determined to hold a public hearing to consider the adoption of the increased Sewer Charges, and notices of the public hearing were mailed to the record owner of any parcel upon which the Sewer Charges are proposed for imposition, and any tenant who is directly liable for the payment of the Sewer Charges (i.e., a customer of record who is not a property owner); and

WHEREAS, the notices were mailed not less than 45 days prior to the August 3, 2026 deadline for submitting valid legal objections to the proposed Sewer Charges; and

WHEREAS, the City Council held a public hearing on August 4, 2026, to consider the proposed Sewer Charges, and at the public hearing the City Council considered the Rate Study, heard all oral testimony and considered all written materials and written protests concerning the adoption and imposition of, and the proposed adjustments and increases to the Sewer Charges; and

WHEREAS, at the close of the public hearing, the City did not receive written protests against the establishment and imposition of the proposed Sewer Charges from a majority of the parcels subject to the proposed Sewer Charges; and

WHEREAS, the City Council is authorized and has determined to approve the proposed Sewer Charges and act accordingly on the matter.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of San Jacinto, California, as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council has evaluated and hereby approves the maximum rates for the Sewer Charges, and adopts such rates in accordance with the authority of Health and Safety Code section 5471 *et seq*. and all other applicable law. The City may impose the Sewer Charges up to the maximum amounts, and on the effective dates, set forth in Exhibit "A" attached hereto.

SECTION 3. In accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the City Council has determined that the increases in the Sewer Charges are exempt from CEQA pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code section 21080(b)(8) because: (i) the increased charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services; and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The documents and materials that constitute the record of proceedings on which these findings have been based are located in the Office of the City Clerk, located at 595 S. San Jacinto Ave., San Jacinto, CA 92583. The custodian for these records is the City Clerk.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be unconstitutional or otherwise invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted the remainder of this Resolution, including each section, subsection, sentence, clause, phrase, or portion irrespective of the invalidity of any other article, section, subsection, sentence, clause, phrase, or portion.

SECTION 5. This Resolution shall take effect immediately, and that all resolutions, ordinances, or administrative actions by the City Council, or parts thereof that are inconsistent or in conflict with any provision of this Resolution are hereby superseded only to the extent of such inconsistency or conflict.

SECTION 6. The City Manager, or designee thereof, is authorized to take all actions necessary or convenient to effectuate the purposes of this Resolution.

PASSED, APPROVED, and ADOPTED at a Regular Meeting of the City Council on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF SAN JACINTO:

_____
Crystal Ruiz, Mayor

ATTEST:

_____
Julia Espinoza, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
Craig Hayes, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF SAN JACINTO)

CERTIFICATION

I, Julia Espinoza, duly appointed City Clerk of the City of San Jacinto, do hereby certify that the foregoing Resolution No. 4147 was duly passed, approved, and adopted at a Regular Meeting of the City Council of the City of San Jacinto on the 4th day of August, 2026, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

WITNESS MY HAND AND OFFICIAL SEAL this 4th day of August, 2026.

_____
Julia Espinoza, City Clerk
City of San Jacinto

EXHIBIT "A"

SEWER CHARGES

Description	Existing Rates	Projected For Fiscal Year Beginning January 1				
		2027	2028	2029	2030	2031
Monthly Fixed Charge: [1]						
All Customers (Per EDU)	$ 8.22	$ 10.48	$ 14.15	$ 19.10	$ 19.67	$ 20.26
Volumetric Rates Per 100 Cubic Feet: [2]						
See Footnote	$ 0.75	$ 0.95	$ 1.29	$ 1.74	$ 1.79	$ 1.84
EMWD Related Charges: [3]						
Sewer (per EDU)	$ 8.22	$ 10.48	Subject to EMWD Updated Rates			
Sewer (per Sewage Unit)	$ 40.31	$ 40.31	Subject to EMWD Updated Rates			

Notes:

[1] Fixed sewer charges apply to all customer classes except those listed in Footnote 2 below.

[2] Volumetric sewer charges only apply to the following customer classes: 1) Commercial/Industrial, 2) Church - Per Water Use (excludes Church per Unit), 3) All Restaurants, and 4) All Schools except Park Hill Elementary.

[3] Eastern Municipal Water District (EMWD) provides sewer treatment services to the City of San Jacinto. These charges are independent of the City's sewer collection rates and will be charged in addition to the City's rates. The City of San Jacinto has no control over EMWD's rates. The EMWD rates provided in this table are subject to change. No analysis of EMWD's rates was conducted, they are provided for informational purposes only.

August 4, 2026

TO:	City Council
REQUESTED BY:	Stuart McKibbin, City Engineer
APPROVED BY:	Travis Randel, Interim City Manager
SUBJECT:	1st Street Improvements from Ramona Boulevard to San Jacinto Avenue (CIP #26-005)

RECOMMENDATION:

Staff recommends the City Council:

1. **APPROVE** the plans and specifications for the 1st Street Improvements from Ramona Boulevard to San Jacinto Avenue (CIP #26-005);
2. **AWARD** the construction contract to the lowest responsible bidder submitting a responsive bid, LC Paving & Sealing, Inc., for the sum of $270,093.50;
3. **ALLOCATE** 15% ($40,514.03) of total bid for construction contingencies;
4. **ALLOCATE** 18.5% ($49,967.30) of total bid for construction administration, inspection, equipment procurement, and testing;
5. **APPROPRIATE** an additional $144,800.04 from Measure "A" Fund 022 to CIP #26-005; and
6. **AUTHORIZE** the Interim City Manager to execute the construction contract.

BACKGROUND:

1st Street Improvements from Ramona Boulevard to San Jacinto Avenue (CIP #26-005) (hereafter referred to as “the Project”) was initiated following a request from the San Jacinto Unified School District regarding pedestrian safety concerns along 1st Street adjacent to school facilities. The school identified concerns related to children crossing 1st Street outside of designated pedestrian crossings, as well as unpredictable driver behavior that creates potential conflicts with vehicles and pedestrians.

To address these concerns, the City of San Jacinto coordinated the development of proposed improvements with the San Jacinto Unified School District.

The Project scope includes installation of high-visibility crosswalks, Rectangular Rapid Flashing Beacons, ADA-compliant curb ramp upgrades, delineators, and striping improvements along 1st Street between Ramona Boulevard and San Jacinto Avenue. The installation of delineators is intended to discourage mid-block U-turn movements and encourage pedestrians to use designated crossings.

DISCUSSION:

Notice Inviting Bids for the Project was advertised online through PlanetBids on July 2, 2026. On July 21, 2026, four bids were received ranging from $270,093.50 to $283,998.00.

LC Paving & Sealing, Inc. submitted the lowest responsible and responsive bid in the amount of $270,093.50.

LC Paving & Sealing, Inc. has not previously performed construction services for the City of San Jacinto. However, Engineering staff has reviewed the submitted bid documents, contacted LC Paving & Sealing, Inc.’s references, and determined that the contractor submitted a responsive bid and is qualified to perform the work required for the Project.

LC Paving & Sealing, Inc. will have 18 working days to complete the improvements after the construction start date.

City staff recommends the City Council award the construction contract in the amount of $270,093.50 to LC Paving & Sealing, Inc. as the lowest responsible bidder submitting a responsive bid.

Construction activities may require temporary lane restrictions and/or localized traffic impacts during installation of pedestrian improvements. Appropriate traffic control measures will be implemented during construction to maintain safety for motorists, pedestrians, and school operations.

FISCAL IMPACT:

The Project is funded through Measure "A" funds. The current available funding allocation for the Project is $246,609.75. Based on the recommended construction contract amount and associated project costs, additional Measure "A" funding in the amount of $144,800.08 will be appropriated to fully fund the Project.

Approval of the Project is not anticipated to impact on the General Fund.

Project Expenditures

Item	**Amount**
Design Cost to Date	$30,835.00
Construction Contract	$270,093.50
Construction administration, inspection, equipment procurement and testing	$49,967.30
Contingencies	$40,514.03
Grand Total:	**$391,409.83**

Attachments

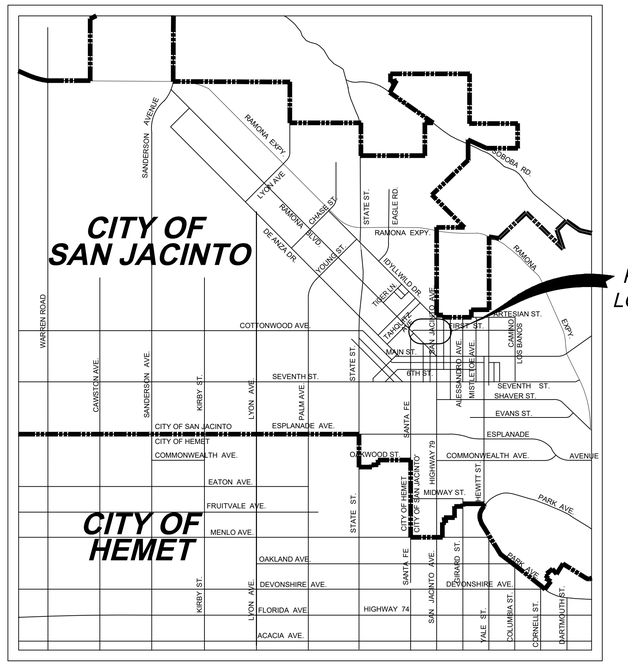
FINAL PLANS - 1st Street Signing and Striping
Bid Submissions List
1st Street Contract Documents and Specs - ADDENDUM 1

CITY OF SAN JACINTO, CALIFORNIA

1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)

GENERAL NOTES: STREET IMPROVEMENTS:

1. ALL WORK TO BE PERFORMED PER CITY OF SAN JACINTO, RIVERSIDE COUNTY TRANSPORTATION COMMISSION (R.C.T.C.), RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT (R.C.T.D.), RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT (R.C.F.C. & W.C.D.), EASTERN MUNICIPAL WATER DISTRICT (E.M.W.D.), STANDARD PLANS FOR PUBLIC WORK CONSTRUCTION (S.P.P.W.C.) "GREENBOOK", CALTRANS AND THE CALIFORNIA M.U.T.C.D. (LATEST EDITION), AND 2022 CALIFORNIA BUILDING CODE, AS APPLICABLE.
2. NOTIFY ENGINEERING DEPARTMENT, CITY OF SAN JACINTO, AT (951) 654–3592, AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION.
3. PRIOR TO BIDDING, CONTRACTOR TO VISIT THE SITE AND FAMILIARIZE HIM/HERSELF WITH THE WORK AND JOB SITE. ALL PROPOSED WORK (PRIVATE AND PUBLIC RIGHT OF WAY) IS INCLUDED IN THIS CONTACT AS SHOWN OR NOTES ON THESE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL NOTIFY THE CITY OF SAN JACINTO OF ANY DISCREPANCIES OR CLARIFICATIONS PRIOR TO BIDDING. NO CHANGE ORDER PROPOSED BY THE CONTRACTOR OF ITEMS SHOWN ON PLANS WILL BE ACCEPTABLE AFTER PROJECT IS AWARDED OR DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL APPLY TO, AND BE ISSUED A NO FEE ENCROACHMENT PERMIT BY THE CITY OF SAN JACINTO PUBLIC WORKS DEPARMENT (595 S. SAN JACINTO AVE SAN JACINTO, CA 92583) BEFORE BEGINNING ANY WORK WITHIN AN EXISTING, CITY MAINTAINED PUBLIC STREET AND FOR UTILITY WORK WITHIN OFFERS OF DEDICATION FOR PUBLIC USE. THE CONTRACTOR SHALL INCLUDE THE TRAFFIC CONTROL WITH THE APPLICATION (SEE GENERAL NOTE 10).
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AND ALL UTILITY PURVEYORS TO LOCATE UNDERGROUND FACILITIES. CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL THE WORK AND SCHEDULE APPROPRIATELY FOR PROTECTION, ADJUSTMENT AND/OR RELOCATIONS OF UTILITIES. NO ADDITIONAL TIME WILL BE RANTED TO CONTRACTOR FOR UTILITY WORK.
6. ANY STOCKPILE OR STORAGE YARD ON PRIVATE PROPERTY MUST HAVE CITY'S AND OWNERS APPROVAL. NO STOCKPILES OR STORAGE YARDS WILL BE ALLOWED IN PUBLIC RIGHT OF WAY.
7. THE CITY INSPECTOR SHALL APPROVE ALL CONCRETE REMOVALS PRIOR TO CONSTRUCTION. ALL CONCRETE WILL BE SAW–CUT WHERE REQUIRED PRIOR TO BEING REMOVED.
8. CONTRACTOR SHALL VERIFY THE EXISTENCE OF EXISTING SURVEY MONUMENTS AND PROTECT THEM IN PLACE. ANY SURVEY MONUMENTS REQUIRING REMOVAL AND/OR DAMAGED DURING CONSTRUCTION WILL HAVE TO BE RESET PRIOR TO PROJECT COMPLETION BY A QUALIFIED REGISTERED SURVEYOR, AND A CORNER RECORD FILED WITH COUNTY SURVEYOR.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THE NEW WORK FROM VANDALISM UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE CITY AND A NOTICE OF COMPLETION HAS BEEN FILED.
10. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN COMPLIANCE WITH THE CALIFORNIA M.U.T.C.D. (LATEST EDITION). PLANS TO BE SIGNED AND STAMPED BY LICENSED TRAFFIC ENGINEER. TRAFFIC ENGINEER SHALL INSPECT TRAFFIC CONTROL AND VERIFY IN THE FIELD THAT IS ADEQUATE TO PRESERVE THE PUBLIC SAFETY. ALL AT CONTRACTOR'S EXPENSE.
11. CONTRACTOR IS REQUIRED TO INSTALL BLUE REFLECTIVE PAVEMENT MARKERS AT ALL FIRE HYDRANT LOCATIONS IN THE WORK AREA IN COMPLIANCE WITH RIVERSIDE COUNTY FIRE DEPARTMENT'S TECHNICAL POLICY #TP 06–11 – CODE REFERENCE: 2019 CFC 507, RIVERSIDE COUNTY ORDINANCE 787.9
12. CONTRACTOR IS REQUIRED TO LOCATE AND ADJUST TO GRADE ALL EXISTING MANHOLES, METERS AND VALVE COVERS FOR WATER, AND SEWER. IN ADDITION, CONTRACTOR TO CONTACT AND COORDINATE WITH UTILITY PURVEYORS FOR TELEPHONE, ELECTRIC, CABLE TV, AND OTHER UTILITY FACILITIES ADJUSTMENTS AS NEEDED. CONTRACTOR SHALL KEEP THE CITY REPRESENTATIVE INFORMED OF ALL CORRESPONDENCE WITH UTILITY PURVEYOR.
13. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY IN THE FIELD. ALSO, IF DURING STAKING THERE ARE ANY DISCREPANCIES OF THE PROPOSED ELEVATIONS SHOWN ON PLANS, CONTRACTOR OR SURVEYOR SHALL NOTIFY PROJECT ENGINEER FOR CLARIFICATION AND/OR CORRECTION.
14. THE CONTRACTOR IS REQUIRED TO REMOVE, BY SANDBLASTING OR GRINDING, ALL CONFLICTING AND SUPERSEDED STRIPING AND LEGENDS WHETHER CALLED–OUT OR NOT ON THE STRIPING PLANS.
15. CONTRACTOR SHALL REPLACE ALL NON–CONFLICTING STRIPING, LEGEND, AND SIGNS IF THEY ARE DAMAGED DURING CONSTRUCTION AT NO EXTRA COST TO THE CITY.
16. ALL STRIPING & LEGENDS SHALL BE REPLACED IN ACCORDANCE WITH THE STRIPING PLANS HEREIN. ALL STRIPING AND ALL MARKINGS (INCLUDING CROSSWALKS) TO BE THERMOPLASTIC. ALL STRIPING AND PAVEMENT MARKINGS TO BE PER CALTRANS AND THE CALIFORNIA M.U.T.C.D. (LATEST EDITION).
17. EXISTING PUBLIC STREETS, SHALL REMAIN OPEN TO THE PUBLIC DURING CONSTRUCTION AND SHALL BE MAINTAINED BY THE CONTRACTOR, UNLESS OTHERWISE PROVIDED IN THE PLANS AND SPECIFICATIONS. PUBLIC INCONVENIENCE WILL BE MINIMIZED AT ALL TIMES AND SUCH STREETS SHALL BE LEFT FREE OF DIRT AND DEBRIS AT THE END OF EACH WORKING DAY UNLESS PERMISSION IS OTHERWISE GRANTED BY THE CITY ENGINEER.
18. THE CONTRACTOR SHALL COMPLETE ALL GRADING, INCLUDING OVER EXCAVATION, IMPORT AND EXPORT OF MATERIALS IN ACCORDANCE THE RIVERSIDE COUNTY STANDARD SPECIFICATIONS. NINETY FIVE PERCENT (95%) RELATIVE COMPACTION OF THE BASE AND NINETY PERCENT (90%) RELATIVE COMPACTION OF ALL SUB GRADE PLACED IS REQUIRED PER TESTING PROCEDURES REQUIRED IN THE SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE CLEAN FILL IF REQUIRED OR TO EXPORT AND TO CONSTRUCT THE ROAD AS SHOWN HEREIN.
19. OVERLAY JOINTS AND NEW PAVEMENT JOINTS SHALL BE CONSTRUCTED IN A MANNER TO MATCH NEW AND EXISTING PAVEMENT AND TO PROVIDE A SMOOTH TRANSITION. CRACK SEALING IS REQUIRED FOR ALL STREET SEGMENTS TO RECEIVE AND OVERLAY.
20. THE CONTRACTOR IS RESPONSIBLE FOR CLEARING AND GRUBBING THE PROPOSED WORK AREA AND DISPOSAL OF EXCESS OR UNDESIRABLE MATERIAL.
21. ANY PROPOSED DEVIATION FROM THESE PLANS BY THE CONTRACTOR MUST MEET CITY'S APPROVAL. THE CONTRACTOR IS RESPONSIBLE TO REIMBURSE THE CIT FOR ANY RELATED COST TO THE CITY ASSOCIATED WITH SUCH CHANGE. IN THIS EVENT, NO INCREASE IN CONTRACTOR'S COST WILL BE APPROVED.
22. APPLY WEED KILL TO ALL EXISTING WEED BETWEEN 1–3 WEEKS PRIOR TO CONSTRUCTION. ALL WEEDS SHALL BE REMOVED FROM ALL EXISTING PAVEMENT,MEDIANS, CURB AND GUTTER, SIDEWALK (BETWEEN CURB AND SIDEWALK) AND WHEREVER IMPROVEMENTS ARE PROPOSED.
23. CONSTRUCTION PROJECTS WITH SOILS DISTURBANCE GREATER THAN 1 ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARED A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE. PRIOR TO ANY CONSTRUCTION, THE DEVELOPERS, OWNER, OR THEIR ENGINEER OF RECORD SHALL PROVIDE THE CITY A COPY OF THE NOI WITH A VALID WDID NUMBER.
24. EXTENT OF REPAIR TO THE EXISTING ROADWAY PAVEMENT, SUCH AS 0.15' C&O SHALL BE DIRECTED BY THE CITY ENGINEER OR BY HIS REPRESENTATIVE BASED ON THE DAMAGE DONE DURING CONSTRUCTION OPERATIONS.
25. THE CONTRACTOR SHALL FURNISH "AS–BUILT" RECORD DRAWINGS TO THE CITY AND THE DEPARTMENT UPON COMPLETION OF CONSTRUCTION.



LOCATION MAP

PRIVATE ENGINEERING NOTE:

THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

UNDERGROUND STRUCTURES:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE DEPICTION OF EXISTING UTILITIES ON THESE PLANS DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION, NOR THE EXISTENCE OR NON–EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURES WITHIN THE LIMITS OF THE PROJECT. THE CONTRACTOR BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THEREFOR ASSUMES LIABILITY AND AGREES TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED THAT WERE NOT INDICATED ON THE PUBLIC RECORDS EXAMINED. IF UNDERGROUND STRUCTURES ARE FOUND TO BE LOCATED AT VARIANCE WITH THAT REPORTED OR SOWN ON RECORDS EXAMINED THE CONTRACTOR IS REQUIRED TO TAKE DIFFERENT DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

GENERAL STRIPING NOTES:

1. ALL WORK, MATERIALS, AND EQUIPMENT SHALL CONFORM TO THE LATEST EDITION OF THE CALTRANS "STANDARD PLANS", "STANDARD SPECIFICATIONS", THE 2014 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND THE MUTCD 2014 CALIFORNIA SUPPLEMENT.
2. ALL SIGNS SHALL BE STANDARD SIZE. SIGNS SHALL BE INSTALLED ON A PERFORATED GI PIPE (1–3/4") WITH ANCHOR BLOCKS.
3. ALL STRIPES, SIGNS, AND PAVEMENT MARKINGS SHALL BE REFECTORIES. STENCILS FOR PAVEMENT MARKINGS SHALL MATCH COUNTY FEDERAL METRIC STANDARD STENCILS EXACTLY. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS.
4. ALL CONFLICTING AND SUPERSEDED STRIPES AND PAVEMENT MARKING SHALL BE REMOVED BY SANDBLASTING OR GRINDING. CONFLICTING SIGNS AND RAISED PAVEMENT MARKING SHALL BE REMOVED.
5. TRAFFIC STRIPES MARKING SHALL BE APPLIED IN THERMOPLASTIC FORMAT.
6. ALL REMOVED SIGNS SHALL BE SALVAGED AND DELIVERED TO THE CITY OF SAN JACINTO PUBLIC UTILITIES YARD, GIVING 3 DAYS ADVANCED MOTIVE PRIOR TO DELIVERY.
7. RAISED PAVEMENT MARKERS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE STRIPING DETAILS SHOWN ON THE SIGNING AND STRIPING PLAN. INSTALLATION SHALL BE COMPLETED WITHIN SEVEN WORKING DAYS OF ROADWAY WITH "EXPREESSWAY" OR "ARTERIAL" CLASSIFICATIONS ONLY.

SHEET INDEX:

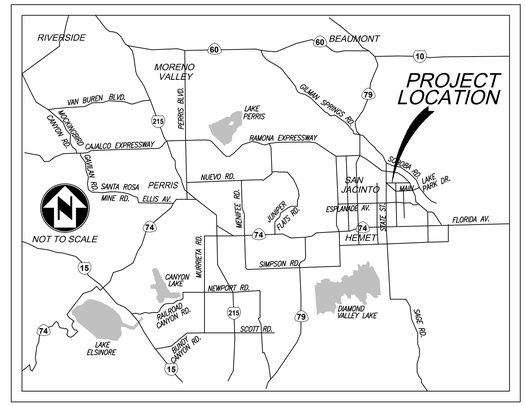
SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	SIGNING AND STRIPING PLAN

CONSTRUCTION NOTES:

(1) PROTECT–IN–PLACE.
(2) REMOVE AND DISPOSE EXISTING SIDEWALK, CURB, AND GUTTER AND CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE AND TYPE PER PLAN.
(3) SAWCUT EXISTING PAVEMENT/CONCRETE FOR A SMOOTH JOINT. EXACT LOCATION OF SAWCUT TO BE DETERMINED IN FIELD.
(4) CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD NO. 401.
(5) REMOVE AND DISPOSE EXISTING CONCRETE RAMP, SIDEWALK, CURB, AND GUTTER AND CONSTRUCT CURB RAMP PER CITY OF RIVERSIDE STANDARD DRAWING NO. 304, TYPE PER PLAN.

STRIPING NOTES:

[1] PROTECT IN PLACE.
[2] SANDBLAST CONFLICTING AND SUPERSEDED STRIPING.
[3] INSTALL WHITE THERMOPLASTIC LIMIT LINE MINIMUM 5 FEET FROM CROSSWALK PER CALTRANS STD. PLAN NO. A24G.
[4] INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. PLAN NO. A24D. & RSP A24E.
[5] INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK PER CALTRANS STD. PLAN A24F.
[6] INSTALL WHITE THERMOPLASTIC EDGE LINE PER CALTRANS STD. PLAN NO. A20B, DETAIL 27B.
[7] INSTALL SIGN(S) AND POST AS SHOWN.
[8] INSTALL YELLOW TUFF CURB DELINEATORS (OR APPROVED EQUAL).
[9] INSTALL SOLAR POWERED RRFB BEACON AND FLUORESCENT YELLOW GREEN SIGNAGE PER MUTCD SECTION 4L.01 TO 4L.03.
[10] REFRESH RED CURB PAINT (TWO COATS).
[11] INSTALL BLUE REFLECTIVE PAVEMENT MARKER AT FIRE HYDRANT LOCATION
[12] INSTALL WHITE YEILD LINE PER CALTRANS STD. PLAN A24G.
[13] INSTALL YELLOW THERMOPLASTIC CENTERLINE PER CALTRANS STD. PLAN A20A, DETAIL 22.
[14] REMOVE EXISTING SIGN AND REPLACE WITH NEW SIGN AS SHOWN.
[15] REFRESH YELLOW CURB PAINT (TWO COATS).
[16] INSTALL YELLOW THERMOPLASTIC LADDER CROSSWALK PER CALTRANS STD. PLAN A24F.



VICINITY MAP

THE THOMAS GUIDE PAGE 811

811 Know what's Call below. before you dig.

DATE	BY	MARK	REVISIONS	APPR.	DATE

ENGINEER — CITY

DESIGNED BY: C.O. DRAWN BY: T.J. CHECKED BY:

SEAL — REGISTERED PROFESSIONAL ENGINEER · CESAR ORTIZ · NO. 92742 · CIVIL · STATE OF CALIFORNIA

PREPARED BY:

RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE·SUITE E-WALNUT-CA-91789
(909) 594-9702·(626) 331-8323·FAX (909) 594-2658
WWW.RKAGROUP.COM

CESAR ORTIZ, P.E., T.E.
R.C.E. NO. 92742 DATE 3/17/2026

REVIEWED BY:

CONTRACT CITY ENGINEER
R.C.E. NO. 44553 DATE

SCALE 1" = 40'
DATE July 10, 2026

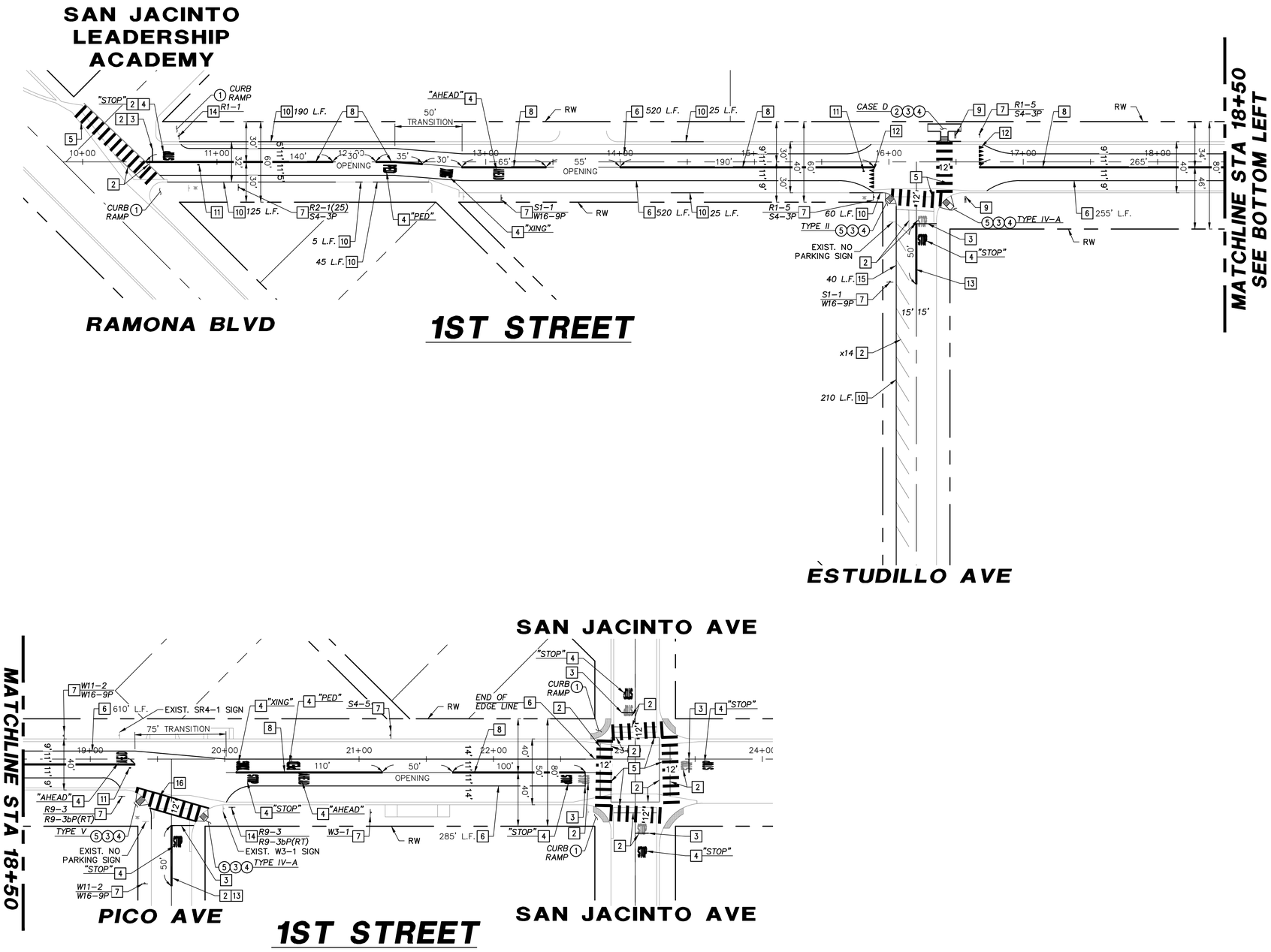
BENCHMARK:

CITY OF SAN JACINTO
1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)
TITLE SHEET

FOR CITY OF SAN JACINTO JOB SJ-565

SHEET NO. 1 OF 2 SHEETS
FILE NO.

TITLE SHEET



CONSTRUCTION NOTES:

1. PROTECT–IN–PLACE.
2. REMOVE AND DISPOSE EXISTING SIDEWALK, CURB, AND GUTTER AND CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE AND TYPE PER PLAN.
3. SAWCUT EXISTING PAVEMENT/CONCRETE FOR A SMOOTH JOINT. EXACT LOCATION OF SAWCUT TO BE DETERMINED IN FIELD.
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD NO. 401.
5. REMOVE AND DISPOSE EXISTING CONCRETE RAMP, SIDEWALK, CURB, AND GUTTER AND CONSTRUCT CURB RAMP PER CITY OF RIVERSIDE STANDARD DRAWING NO. 304, TYPE PER PLAN.

STRIPING NOTES:

1. PROTECT IN PLACE.
2. SANDBLAST CONFLICTING STRIPING AND SUPERSEDED STRIPING AND MARKING.
3. INSTALL WHITE THERMOPLASTIC LIMIT LINE MINIMUM 5 FEET FROM CROSSWALK PER CALTRANS STD. PLAN NO. A24G.
4. INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. PLAN NO. A24D. & RSP A24E.
5. INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK PER CALTRANS STD. PLAN A24F.
6. INSTALL WHITE THERMOPLASTIC EDGE LINE PER CALTRANS STD. PLAN NO. A20B, DETAIL 27B.
7. INSTALL SIGN(S) AND POST AS SHOWN.
8. INSTALL YELLOW TUFF CURB DELINEATORS (OR APPROVED EQUAL).
9. INSTALL SOLAR POWERED RRFB BEACON AND FLUORESCENT YELLOW GREEN SIGNAGE PER MUTCD SECTION 4L.01 TO 4L.03 AND PER MANUFACTURER'S SPECIFICATION.
10. REFRESH RED CURB PAINT (TWO COATS).
11. INSTALL BLUE REFLECTIVE PAVEMENT MARKER AT FIRE HYDRANT LOCATION
12. INSTALL WHITE YEILD LINE PER CALTRANS STD. PLAN A24G.
13. INSTALL YELLOW THERMOPLASTIC CENTERLINE PER CALTRANS STD. PLAN A20A, DETAIL 22.
14. REMOVE EXISTING SIGN AND REPLACE WITH NEW SIGN AS SHOWN.
15. REFRESH YELLOW CURB PAINT (TWO COATS).
16. INSTALL YELLOW THERMOPLASTIC LADDER CROSSWALK PER CALTRANS STD. PLAN A24F.

LEGEND

- = EXISTING STRIPING ALIGNMENT
- = PROPOSED STRIPING ALIGNMENT
- = EXISTING RIGHT OF WAY
- = PROPOSED SIGN
- HYD = EXISTING FIRE HYDRANT

SIGN LEGEND



RKA NORTH
SCALE: 1" = 40'
40' 20' 0' 40' 80'
GRAPHIC SCALE: 1"=40'

811 Know what's Call before you dig.

DATE	BY	MARK	REVISIONS	APPR.	DATE
				CITY	

ENGINEER
DESIGNED BY: C.O. DRAWN BY: T.J. CHECKED BY:

SEAL
REGISTERED PROFESSIONAL ENGINEER · CESAR ORTIZ · NO. 92742 · CIVIL · STATE OF CALIFORNIA

PREPARED BY:
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CESAR ORTIZ, P.E., T.E.
R.C.E. NO. 92742 DATE 3/17/2026

REVIEWED BY:
CONTRACT CITY ENGINEER
R.C.E. NO. 44553 DATE
SCALE 1" = 40'
DATE July 10, 2026
BENCHMARK:

CITY OF SAN JACINTO
1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565) SIGNING AND STRIPING PLAN
FOR CITY OF SAN JACINTO JOB SJ-565

SHEET NO. 2 OF 2 SHEETS
FILE NO.

LSR01

City of San Jacinto
Submissions for Solicitation 1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565) (CIP# 26-005)
Issued on 07/02/2026
Submissions Due on July 21, 2026 2:00 PM (PDT)
Exported on 07/21/2026

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	LC Paving & Sealing, Inc Unit Price	LC Paving & Sealing, Inc. Line Total	Onyx Paving Company, Inc Unit Price	Onyx Paving Company, Inc Line Total	Van Engineering Unit Price	Van Engineering Line Total	Gentry General Engineering, Inc Unit Price	Gentry General Engineering, Inc Line Total
1	Mobilization and Demobilization	LS	1	$28,000.00	$28,000.00	$16,806.00	$16,806.00	$50,000.00	$50,000.00	$9,323.00	$9,323.00
2	Traffic Control	LS	1	$15,000.00	$15,000.00	$26,000.00	$26,000.00	$30,000.00	$30,000.00	$36,018.00	$36,018.00
3	Water Pollution Control	LS	1	$6,200.00	$6,200.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$4,741.00	$4,741.00
4	Sandblast Conflicting and Superseded Striping	LS	1	$1,375.00	$1,375.00	$1,500.00	$1,500.00	$5,850.00	$5,850.00	$1,356.00	$1,356.00
5	Sandblast Conflicting and Superseded Pavement Markings	LS	1	$7,650.00	$7,650.00	$8,375.00	$8,375.00	$5,850.00	$5,850.00	$7,571.00	$7,571.00
6	Install White Thermoplastic Limit Line Per Caltrans Std A24G	LF	81	$7.00	$567.00	$8.00	$648.00	$4.00	$324.00	$7.00	$567.00
7	Install White Thermoplastic Pavement Marking Per Caltrans Std A24D & RSP A24E	SF	364	$9.00	$3,276.00	$10.00	$3,640.00	$11.60	$4,222.40	$10.00	$3,640.00
8	Install Yellow Thermoplastic Continental Crosswalk Per Caltrans Std A24F	SF	2022	$7.00	$14,154.00	$8.00	$16,176.00	$4.00	$8,088.00	$7.00	$14,154.00
9	Install Yellow Thermoplastic Ladder Crosswalk Per Caltrans Std A24F	SF	472	$7.00	$3,304.00	$8.00	$3,776.00	$4.00	$1,888.00	$7.00	$3,304.00
10	Install White Thermoplastic Edge Line Per Caltrans Std A20B, Detail 27B	LF	1470	$2.50	$3,675.00	$3.00	$4,410.00	$2.00	$2,940.00	$3.00	$4,410.00
11	Furnish and Install Signs and Post	EA	10	$515.00	$5,150.00	$563.00	$5,630.00	$470.00	$4,700.00	$509.00	$5,090.00
12	Install Yellow Tuff Curb (or Approved Equal)	EA	270	$300.00	$81,000.00	$275.00	$74,250.00	$270.00	$72,900.00	$306.00	$82,620.00
13	Install Double Delineator OP2 Omega Post 36" (or Approved Equal)	EA	270	$125.00	$33,750.00	$110.00	$29,700.00	$100.00	$27,000.00	$123.00	$33,210.00
14	Install Solar Rectangular Rapid Flashing Beacon R920-MX100 (or Approved Equal)	EA	2	$5,300.00	$10,600.00	$3,213.00	$6,426.00	$3,300.00	$6,600.00	$2,905.00	$5,810.00
15	Refresh Red Curb Paint	LF	740	$2.50	$1,850.00	$2.50	$1,850.00	$3.30	$2,442.00	$3.00	$2,220.00
16	Furnish and Install Blue Reflective Pavement Marker	EA	3	$17.00	$51.00	$19.00	$57.00	$17.00	$51.00	$17.00	$51.00
17	Install White Yield Line Per Caltrans Std A24G	SF	96	$9.00	$864.00	$10.00	$960.00	$14.00	$1,344.00	$10.00	$960.00
18	Install Yellow Thermoplastic CenterlinePer Caltrans Std A20A, Detail 22	LF	50	$5.75	$287.50	$7.00	$350.00	$3.00	$150.00	$6.00	$300.00
19	Remove Existing Sign and Replace with New Sign	EA	2	$325.00	$650.00	$357.00	$714.00	$220.00	$440.00	$323.00	$646.00
20	Refresh Yellow Curb Paint	LF	40	$2.25	$90.00	$3.00	$120.00	$3.30	$132.00	$3.00	$120.00
21	Remove and Dispose Existing Concrete Ramp	EA	4	$3,250.00	$13,000.00	$4,000.00	$16,000.00	$1,500.00	$6,000.00	$3,404.00	$13,616.00
22	NOT USED	N/A	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23	Construct Curb Ramp per City of Riverside Std 304 Case II	EA	1	$8,100.00	$8,100.00	$10,500.00	$10,500.00	$7,500.00	$7,500.00	$10,693.00	$10,693.00
24	Construct Curb Ramp per City of Riverside Std 304 Case IV-A	EA	2	$7,650.00	$15,300.00	$10,500.00	$21,000.00	$7,500.00	$15,000.00	$10,693.00	$21,386.00
25	Construct Curb Ramp per City of Riverside Std 304 Case V	EA	1	$8,100.00	$8,100.00	$10,500.00	$10,500.00	$7,500.00	$7,500.00	$11,096.00	$11,096.00
26	Construct Curb Ramp per County of Riverside Std 403 Case D	EA	1	$8,100.00	$8,100.00	$10,500.00	$10,500.00	$7,500.00	$7,500.00	$11,096.00	$11,096.00
				Subtotal	**$270,093.50**		**$277,888.00**		**$278,421.40**		**$283,998.00**
				Total	**$270,093.50**		**$277,888.00**		**$278,421.40**		**$283,998.00**

CITY OF SAN JACINTO

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)

CONTRACT NO. CIP# 26-005

JUNE 2026

PREPARED BY:
OFFICE OF THE CITY ENGINEER



BID OPENING – JULY 21, 2026, 2:00 PM

PlanetBids Website

Expected Bid Award: AUGUST 04, 2026

Anticipated Start of Construction: AUGUST 26, 2026

CITY OF SAN JACINTO

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE
(SJ-565)

REVIEWED: _____ DATE: _____

APPROVED: _____ DATE: _____
Stuart E. McKibbin, Contract City Engineer

Project Information Sheet

Project: 1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)

Bid Opening Date: JULY 21, 2026 @ 2:00 PM

Expected Bid Award Date: AUGUST 04, 2026

Anticipated Start Date: AUGUST 26, 2026

Construction Time: 18 Calendar Days

Liquidated Damages: $1,000 per calendar day

Project Description: Installation of high visibility crosswalks, rectangular rapid flashing beacons (RRFB), upgrading existing curb ramps to meet ADA standards and other general striping and signage improvements.

Engineer's Estimate is $255,843

For Technical Inquiries: Please post all questions on PlanetBids website

Note: See specifications for details regarding the above information.

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00 11 16 – NOTICE INVITING BIDS
ENGINEER'S ESTIMATE BASE BID: $255,843

QUESTIONS REGARDING THE PROJECT MUST BE POSTED ON PLANETBIDS FOR RESPONSE. QUESTIONS DEADLINE: JULY 14, 2026 @ 5:00pm

NOTICE IS HEREBY GIVEN that the City of San Jacinto ("City"), with its principal place of business at 595 S. San Jacinto Ave, San Jacinto, CA 92583 invites and will receive sealed bids ("Bids") up to but not later than 2:00 PM on JULY 21, 2026 online on PlanetBids for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for 1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565) . At said time, Bids will be publicly opened. Bids received after said time will not be accepted. Bids shall be valid for a period of 90 calendar days after the bid opening date.

This project consists of the installation of high visibility crosswalks, rectangular rapid flashing beacons (RRFB), upgrading existing curb ramps to meet ADA standards, and other general striping and signage improvements.

Bids must be submitted on the Bid Forms found in this document. Bidders may obtain a copy of the Contract Documents and Plans from the website link below:
https://vendors.planetbids.com/portal/39490/bo/bo-detail/143256.

To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective Bidder to download and print all Contract Documents and Plans for review and to verify the completeness of Contract Documents before submitting a bid. Any addenda will be posted on www.planetbids.com. It is the responsibility of each prospective Bidder to check www.planetbids.com on a daily basis through the close of receiving bids for any applicable addenda or updates. City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Contract Documents or Plans. Information on www.planetbids.com may change without notice to prospective Bidders. The Contract Documents shall supersede any information posted or transmitted by www.planetbids.com.

Each Bid shall be accompanied by cash, a certified check, cashier's check, or bid bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to the City as bid security. The bid security shall be provided as a guarantee that within ten (10) days after City provides the successful Bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

The successful Bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the Contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Riverside County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these is in Appendix C and may be obtained via the internet at: www.dir.ca.gov/dlsr/

The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid.

Unless otherwise provided in the Instructions to Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract:

CLASS A CONTRACTOR'S LICENSE

Substitution requests shall be made within 35 calendar days after the award of the Contract. Pursuant to Public Contract Code Section 3400(b), City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Contract Documents be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by City from the Base Bid City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the bidding process.

For further information, contact Angel Zavala, at azavala@interwestgrp.com or (951) 963-9954.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted to City on the Bid Forms through PlanetBids Website which are a part of the Contract Documents for the Project. Contract Documents may be obtained as specified in the Notice Inviting Bids. Prospective Bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact City to obtain the required Contract Documents if they decide to submit a Bid for the Project.

ARTICLE 2. BIDS

Bids shall include a completed Bid Schedule and shall be submitted on the forms prepared for this Project through PlanetBids by the time stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that his Bid is received in proper time. Any Bid submitted after the scheduled closing time will not be accepted. A Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder, or his properly authorized representative.

The Bids will be opened as stipulated in the Notice Inviting Bids.

Unauthorized conditions, limitations, or provisions attached to a Bid may render it nonresponsive and may cause its rejection. The completed Bid forms shall be without interlineations, alterations, or erasures. Oral, telegraphic, or telephonic bids or modifications will not be considered.

The Bidder shall furnish a price for all bid items in the Bid and failure to do so may render the Bid nonresponsive and may cause its rejection. In the event the total indicated for the schedule does not agree with the sum of the prices for the individual items, the individual item prices shall govern and the total for the schedule may be corrected accordingly.

ARTICLE 3. EXAMINATION OF PLANS, SPECIFICATIONS, PROVISIONS, & PROJECT SITE

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the Contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein and made part of the Contract Documents. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract Documents. The failure or omission of any Bidder to receive or examine the Contract Documents, forms, instruments, addenda, or other documents, or to visit the site and

acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract and no relief for error or omission will be given except as required under state law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

The bidder shall examine carefully the site of the project and the plans and specifications for the work contemplated. It will be assumed that the bidder has investigated and is satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications. The plans for the work will show conditions as they are supposed or believed by the engineer to exist but is not intended nor is to be inferred that the conditions as shown thereon constitute a representation by the city or its officers that such conditions are actually existent.

ARTICLE 4. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other Contract Documents will be made only by a written addendum duly issued and a copy of such addenda will be posted on PlanetBids. The City will not be responsible for any other explanation or interpretations of the Contract Documents. If a prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the prospective Bidder to promptly bring it to the attention of the City. Any omissions from these Contract Documents not called to the attention of the City shall not affect the validity of the bid process or the contract eventually awarded.

ARTICLE 5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by the City shall be accounted for by Bidder in its bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an addendum warrants postponement of the Bid submission date. Addenda will be published on PlanetBids. Please Note: Bidders are responsible for ensuring that they have received and reviewed any and all addenda. To this end, each Bidder should check PlanetBids to verify that it has received all addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the addenda received prior to bidding in the space provided in the Bid Forms. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ARTICLE 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include none, one, or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the Bidder.

ARTICLE 7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of typed entries, black or blue ink, or indelible pencil is required. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

ARTICLE 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

ARTICLE 9. CITY'S RIGHTS RESERVED

The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the City. None of the 3 lowest bidders may withdraw their bid for a period of ninety (90) days after the bid opening.

ARTICLE 10. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, contractor license number, and public works contractor registration number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the work described in the Contract Documents in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code section 4104. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. Substitution of listed subcontractors shall only be permitted in accordance with Public Contract Code section 4107.

ARTICLE 11. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all Bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any Bid submitted by a Bidder not currently licensed in accordance with state law and pursuant to the requirements found in the

Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Project involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 12. BID SECURITY (BOND)

Each Bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City of San Jacinto; (c) a cashier's check made payable to the City of San Jacinto; or (d) a bid bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to the City as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) calendar days after the City provides the successful Bidder the Notice of Award, the successful Bidder will enter into a Contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time, and the City may enter into a Contract with the next lowest responsible bidder providing a responsive bid, or may call for new bids. No interest shall be paid on funds deposited with the City. The City will return the security accompanying the Bids of all unsuccessful Bidders no later than sixty (60) calendar days after award of the Contract.

The Bid Security must be submitted directly to the City as follows:

CITY OF SAN JACINTO
ATTN: STUART MCKIBBIN, CONTRACT CITY ENGINEER
1221 S SAN JACINTO AVE
SAN JACINTO, CA 92583

THE BID SECURITY MUST BE RECEIVED PRIOR TO THE SPECIFIED DATE AND TIME FOR BID OPENING.

If Bidder elects to provide the required Bid Security in the form of a Bid Bond, the original hard copy Bid Bond must be submitted to the City at the address indicated above prior to the specified date and time for bid opening.

ARTICLE 13. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq*., the City requires that any person that submits a Bid with the City of one million dollars ($1,000,000) or more, certify at the time the Bid is submitted that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the Bid Forms and must be signed and dated under penalty of perjury.

ARTICLE 14. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their Bid. This form is included with the Bid Forms and must be signed and dated under penalty of perjury.

ARTICLE 15. PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the successful Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor DIR Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 16. NON-LOBBYING CERTIFICATION

The prospective participant must certify, by signing and submitting a bid or proposal, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 17. PUBLIC CONTRACT CODE (PCC) 10300-10334

Project is subject to Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non A&E services), and California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable State regulations.

ARTICLE 18. NON-DISCRIMATION

Prospective Participants are subject to the statutes and regulations prohibiting discrimination applicable to this project include, without limitation to the following:

Title IV of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibits discrimination on the basis of race, color, or national origin;

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 U.S.C. Section 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. Section 12101 et seq.), which prohibit discrimination on the basis of disability under program, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

ARTICLE 19. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Contract.

ARTICLE 20. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City a Workers' Compensation Certificate prior to performing the work under this Contract. The form of such Workers' Compensation Certificate is included as part of the Bid Forms.

ARTICLE 21. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may

be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

ARTICLE 22. WITHDRAWAL OF BID

Any Bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw Bids shall be worded so as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted Bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to the City within five (5) working days of the Bid opening and in compliance with Public Contract Code section 5100 et seq., or as otherwise may be allowed with the consent of the City.

ARTICLE 23. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file, or be interested in more than one Bid as a prime contractor for the same work unless alternate Bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from simultaneously submitting its own Bid as a prime contractor. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.

ARTICLE 24. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments for the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 25. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at Appendix C

and may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

ARTICLE 26. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

ARTICLE 27. INSURANCE REQUIREMENTS

Prior to commencing work, the successful Bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 28. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful Bidder will be required to furnish a labor and material payment bond and a faithful performance bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of the City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to the City within ten (10) calendar days from the date the City provides the successful bidder with the Notice of Award.

ARTICLE 29. CALIFORNIA AIR RESOURCES BOARD REGULATIONS

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project.

City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors fleet (including any

applicable leased equipment or vehicles). Bidder must complete and submit the Fleet Compliance Certification, included in the Bid Forms. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

ARTICLE 30. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents. Encroachment Permits and City Business Licenses issued by the City of San Jacinto will come with no cost to Contractor.

ARTICLE 31. FILING OF BID PROTESTS

Bidders may file a protest of a Bid with the City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing within five (5) calendar days after the bid opening date or any City determination or recommendation regarding the Bidder's bid, as applicable;

B. Clearly identify the specific irregularity or accusation;

C. Clearly identify the specific City staff determination or recommendation being protested;

D. Specify in detail the grounds for protest and the facts supporting the protest; and

E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City Engineer, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The City Engineer will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

ARTICLE 32. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the total Bid Schedule.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

Bidder understands that a Bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT WITHOUT ANY ADJUSTMENT IN THE CONTRACT UNIT PRICE. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts and words shall govern over figures.

ARTICLE 33. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsible Bidder submitting a responsive Bid, the City Council may award the Contract. The apparent successful Bidder should begin to prepare the following documents: (1) the performance bond; (2) the payment bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City will issue a Notice to Proceed to that Bidder.

ARTICLE 34. CONFLICT OF INTEREST

No employee, officer or agent of the City and/or Consultant, shall participate in selection, or in award of administration of a contract supported by federal funds, if a conflict of interest, real or apparent, would be involved. Such a conflict arises when: (i) the employee, officer or agent (ii) any member of his immediate family (iii) his or her partner (iv) an organization, which employs or is about to employ, and of the above has a financial or other interest in the firm selected for award.

ARTICLE 35. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Contract Documents and shall not be detached.

Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for forfeiture of the Bid Security. If the successful Bidder refuses or fails to execute the Contract, the City may award the contract to the second lowest responsive and responsible Bidder. If the second lowest responsive and responsible Bidder refuses or fails to execute the Contract, the City may award the contract to the third lowest responsive and responsible bidder. On the failure or refusal of such second or third lowest Bidders to execute the Contract, such Bidders' Security likewise shall be forfeited to the City.

ARTICLE 36. CALIFORNIA GOVERNMENT CODE SECTIONS 4525-4529.14

The City of San Jacinto and prospect contractors and sub-contractors shall undertake the procedures described in California Government Code 4527(a) and 4528(a). The City of San Jacinto and prospect contractor and sub-contractors shall also comply with 2 CFR Part 200

Uniform Administrative Requirements, Cost Principals and Audit Requirements for all Federal Awards, excluding 2 CFR Part 200.318-200.326. Contractors and sub-contractors will be obligated to agree that Contract Cost principals and Procedures, 48 CFR, Federal Acquisition Regulations System Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principals and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments.

ARTICLE 37. QUESTIONS

Questions regarding this Notice Inviting Bids and Instruction to Bidders should be posted online to the PlanetBids website. No other members of the City's staff or City Council should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated through the PlanetBids website, unless otherwise instructed by the City. The City may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

ARTICLE 38. RECORD RETENTION

Contractor must keep project records for a period of five (5) years after project completion.

END OF INSTRUCTIONS TO BIDDER

00 41 43 – BID FORMS

BID

Bids will be received on **www.planetbids.com** , until **2:00 PM on JULY 21, 2026.**

1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)

NAME OF BIDDER: _____

To the City of San Jacinto, with its principal place of business at: 595 S. San Jacinto Ave, San Jacinto, CA 92583

A. In response to the Notice Inviting Bids and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the City to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the City, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Bid Schedule.

B. This Bid constitutes a firm offer to the City which cannot be withdrawn for 90 calendar days after the date set for opening of bids, or until a Contract is executed by the City and a third party, whichever is earlier.

C. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

D. If awarded a Contract, the undersigned agrees to execute and deliver to the City within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary performance bond, payment bond, and certificates of insurance and endorsements.

E. The following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference and made a part of this Bid:

A. Bid Schedule
B. Bid security in the amount of not less than 10% of the Total Bid Price.
C. Completed Designation of Subcontractors form.
D. Fully executed Noncollusion Declaration form.
E. Completed Iran Contracting Act Certification form.
F. Completed Public Works Contractor DIR Registration Certification form.
G. Completed Contractor's Certificate Regarding Workers' Compensation form.
H. Completed Bidder Information and Experience form.
I. Completed Executive Order N-22 Certification form.
J. Completed Fleet Compliance Certification form.

F. Bidder is an ◯ individual, or ◯ corporation, or ◯ partnership, organized under the laws of the State of _____.

G. The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.

A. Individual Contractor. Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

License number_____

Expiration date_____

License classification_____

1. Joint Venture. Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

Member No. 1

Name _____

License number_____

Expiration date_____

License classification_____

Member No. 2

Name _____

License number_____

Expiration date_____

License classification_____

(If there are more than two members of the joint venture, attach a page for the additional member(s) with the above information.)

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. _____

[SIGNATURE ON NEXT PAGE]

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

_____
(Company Name)

Bidder's Business Address:

_____
_____
_____
_____

By _____
(Signature)

_____
(Type or print name)

_____
(Phone Number)

_____
(Title)

_____
(Email Address)

_____
(Where signed) (City, State)

(corporate seal)

Dated:_____, 20_____
State of Incorporation:_____

Names and addresses of all partners or joint venturers:

_____

_____

_____

Statement of the authority of signatory to bind Bidder:

_____

_____

_____

BID SCHEDULE

BID SCHEDULE					
NO.	**ITEM DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE**	**ITEM COST**
1.	Mobilization and Demobilization	LS	1	$	$
2.	Traffic Control	LS	1	$	$
3.	Water Pollution Control	LS	1	$	$
4.	Sandblast Conflicting and Superseded Striping	LS	1	$	$
5	Sandblast Conflicting and Superseded Pavement Markings	LS	1	$	$
6	Install White Thermoplastic Limit Line Per Caltrans Std A24G	LF	81	$	$
7	Install White Thermoplastic Pavement Marking Per Caltrans Std A24D & RSP A24E	SF	364	$	$
8	Install Yellow Thermoplastic Continental Crosswalk Per Caltrans Std A24F	SF	2022	$	$
9	Install Yellow Thermoplastic Ladder Crosswalk Per Caltrans Std A24F	SF	472	$	$
10	Install White Thermoplastic Edge Line Per Caltrans Std A20B, Detail 27B	LF	1470	$	$
11	Furnish and Install Signs and Post	EA	10	$	$
12	Install Yellow Tuff Curb (or Approved Equal)	EA	270	$	$
13	Install Double Delineator OP2 Omega Post 36" (or Approved Equal)	EA	270	$	$
14	Install Solar Rectangular Rapid Flashing Beacon R920-MX100 (or Approved Equal)	EA	2	$	$
15	Refresh Red Curb Paint	LF	740	$	$
16	Furnish and Install Blue Reflective Pavement Marker	EA	3	$	$

BID SCHEDULE					
NO.	**ITEM DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE**	**ITEM COST**
17	Install White Yield Line Per Caltrans Std A24G	SF	96	$	$
18	Install Yellow Thermoplastic Centerline Per Caltrans Std A20A, Detail 22	LF	50	$	$
19	Remove Existing Sign and Replace with New Sign	EA	2	$	$
20	Refresh Yellow Curb Paint	LF	40	$	$
21	Remove and Dispose Existing Concrete Ramp	EA	4	$	$
22	NOT USED	N/A			
23	Construct Curb Ramp per City of Riverside Std 304 Case II	EA	1	$	$
24	Construct Curb Ramp per City of Riverside Std 304 Case IV-A	EA	2	$	$
25	Construct Curb Ramp per City of Riverside Std 304 Case V	EA	1	$	$
26	Construct Curb Ramp per County of Riverside Std 403 Case D	EA	1	$	$
BID SCHEDULE (BID ITEMS # 1-26) TOTAL					$

TOTAL BID SCHEDULE PRICE BASED ON BID SCHEDULE

$_____

Total Bid Schedule Price in Numbers

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for

a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the City from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the City can choose to include any, all, or none of the alternate bid items in the Work. If the City selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Bid Schedule Price for the work. The City can award/select alternate bid items at any time(s).

TOTAL AMOUNT BID SCHEDULE IN WORDS:_____

_____

_____

_____

_____

List of Addenda Received: _____

Name of Bidder:_____

Signature:_____

Name and Title:_____

Dated:_____

BID SECURITY

BID BOND

[Note: Not required when other form of Bidder's security, e.g. cash, certified check or cashier's check, accompanies Bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of San Jacinto, with its principal place of business at 595 S. San Jacinto Ave, San Jacinto, CA 92583, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for 1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565) .

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes. In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses. Surety signatures on this bond must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the successful Bidder in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the successful Bidder, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

(a) The portion of the work to be done by the subcontractor;

(b) The name and the location of the place of business;

(c) The California contractor license number; and

(d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

BIDDER INFORMATION AND EXPERIENCE FORM

H. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____
Telephone Number

_____
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? _____

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated?_____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

10.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

_____

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

15.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

I. LIST OF CURRENT PROJECTS (BACKLOG)

[Duplicate page if needed for listing additional current projects.]

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

J. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[Duplicate page if needed for listing additional completed projects.]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required work on the Project.

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

K. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

3. List each person's years of construction experience relevant to the project:

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

L. ADDITIONAL BIDDER'S STATEMENTS:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____
_____
_____
_____
_____
_____

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

IRAN CONTRACTING ACT CERTIFICATION.

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

A. Bidder shall maintain a current DIR registration for the duration of the project.
B. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
C. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

EXECUTIVE ORDER N-6-22 CERTIFICATION.

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with District funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the District funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

00 52 13 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), CIP# 26-005 is made and entered into this ____ day of _____, _____, by and between City of San Jacinto, with its principal place of business at 595 S. San Jacinto Ave, San Jacinto CA 92583, sometimes hereinafter called the "City" and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the General Conditions, Special Conditions, Technical Specifications, Plans and Drawings, and other Contract Documents as specified in Article 5, below, for the following Project:

1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 18 Calendar Days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $1,000 per calendar day for each and every calendar day

of delay beyond the time prescribed in the Contract Documents for finishing the Work, as liquidated damages and not as a penalty or forfeiture. This Article does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor $1,000 per calendar day as reverse liquidated damages and not as ap penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid
Bid Schedule
Bid Security
Designation Of Subcontractors
Bidder Information and Experience Form
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Executive Order N-22 Certification
Fleet Compliance Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

RECORD RETENTION

The Contractor shall maintain accounts and records as set forth in the General Conditions.

PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

EXAMINATION OF PLANS, SPECIFICATIONS, PROVISIONS, & PROJECT SITE

Contractor shall follow the provisions set forth in Article 3 of the Instructions to Bidders. No information derived from inspection of records or investigations or compilations of same made by the City will in any way relieve the Contractor from his or her obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor will not and agrees not to make any claims against the City based upon ignorance or misunderstanding of any condition of the work site or of the requirements set forth in the Contract Documents.

FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF SAN JACINTO

By: _____
Robert A. Johnson
City Manager

ATTEST:

By: _____
Julia Espinoza
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

_____
Company Name

By: _____
Signature of President or Authorized Signee

Its: _____
Title of Signee

Printed Name: _____

Phone Number: _____

Email: _____

If Corporation, Two Signatures are Required
(1) President or Vice President
(1) Secretary or Treasurer

By: _____
Signature of Secretary or Treasurer

Its: _____
Title of Signee

Printed Name: _____

_____
Contractor's License Number & Classification

_____
DIR Registration Number

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE.
Note: The Notary Acknowledgment must specify that the signer of the Contract is authorized to execute the Contract.

END OF CONTRACT FOR CONSTRUCTION

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of San Jacinto, with its principal place of business at 595 San Jacinto Ave, San Jacinto, CA 92583, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for 1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565) (hereinafter referred to as the "Project");

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor, and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ Dollars, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship.

The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project .

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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Signature of Notary Public

OPTIONAL

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☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS).

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of San Jacinto, with its principal place of business at 595 San Jacinto Ave, San Jacinto, CA 92583 (hereinafter designated as the "City"), has awarded to _____, (hereinafter designated as the "Principal") an agreement for 1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565) , (hereinafter referred to as the "Project");

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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Signature of Notary Public

OPTIONAL

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☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

00 72 00 – GENERAL CONDITIONS

ARTICLE 1 -TERMS; DEFINITIONS

1.1 Defined Terms.

A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

3. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Engineer determines that it is not covered by the Contract.

4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

6. Bid Security -- The bid bond, cashier's check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written contract.

7. Bidder -- The individual or entity who submits a Bid directly to the City.

8. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

9. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work.

10. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

11. Contract Documents -- The documents listed in Section 00 52 13, Article 5 of the Contract for Construction. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

12. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

13. Contract Time -- The number of days or the dates stated in the Contract Documents to: achieve defined milestones, if any; and to fully complete the Work.

14. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

15. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

16. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

17. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

18. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

19. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

20. Engineer -- Whenever not qualified, shall mean the City Engineer or the Engineer authorized to act for and in behalf of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

21. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity that prepares the Drawings.

22. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

23. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

24. Holiday – Holidays occur on:

    New Year's Day - January 1
    Martin Luther King Day – Third Monday in January
    President's Day – Third Monday in February
    Memorial Day - Last Monday in May
    Independence Day - July 4
    Labor Day - First Monday in September
    Veteran's Day - November 11
    Thanksgiving Day - Fourth Thursday in November
    Friday after Thanksgiving
    Christmas Eve – December 24
    Christmas Day - December 25
    New Year's Eve – December 31

    If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

25. Notice of Award -- The written notice by the City to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

26. Notice of Completion -- The form which may be executed by the City constituting final acceptance of the Project.

27. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when the Contract Time will commence to run.

28. Project -- The total construction of which the Work to be performed under the Contract Documents, may be the whole, or a part.

29. Record Drawings – The record set of as-builts prepared by the Contractor during the Work in accordance with the requirements of the General Conditions.

30. Repair – The furnishing of all labor, materials, equipment, and incidentals necessary to restore any damaged, disturbed, or deficient improvement to a condition equal to or better than its original condition and in conformance with applicable plans, specifications, standards, and agency requirements. Repair shall include, but not be limited to, sidewalks, curbs, gutters, curb and gutter, drive approaches, pavement, cross gutters, curb ramps, medians, striping, signage, landscaping, utility appurtenances, and all other public or private improvements affected by the Work. Repair shall include removal, replacement, reconstruction, adjustment, restoration, and all associated work necessary to provide a complete and functional improvement.

31. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

32. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

33. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

34. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

35. Site -- Lands or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

36. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

37. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

38. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

39. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

40. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

41. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its Bid or as adjusted in accordance with the Contract Documents.

42. Warranty -- A guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.

43. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents.

A. Within ten (10) Days after receipt of the Notice of Award and before the City will execute the Contract, the Contractor shall furnish and file with the City a signed Contract and the necessary performance bond, payment bond, and certificates of insurance and endorsements, as well as any other documents specified in the Contract Documents.

2.2 Bonds.

A. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to the City within ten (10) Days after receipt of the Notice of Award and before execution of the Contract by the City.

2.3 Evidence of Insurance.

A. Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all certificates of insurance and endorsements, showing that the Contractor has the required insurance, to the attention of the City. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

2.4 Execution of the Contract.

A. Upon receipt of the required documents, the City will execute the Contract, establishing the Effective Date of the Contract.

2.5 Contractor's Failure to Perform.

A. Should Contractor fail to comply with timelines provided above, the City shall retain the right to enforce and collect on the Contractor's Bid Security, rescind award to the Contractor and award the Contract to the next lowest responsible Bidder providing a responsive Bid as determined by the City. If the City elects to accept bonds and insurance submitted late, the Contract Time will begin to run as of the date stated in the Notice to Proceed. However, the number of Days beyond the original ten (10)

Days it took to receive the properly executed Contract and related items may be deducted from the Contract Time.

2.6 Commencement of Contract Times; Notice to Proceed.

A. The City will not issue a Notice to Proceed until after the Effective Date of the Contract. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed. The Contract Time begin to run on the date specified in the Notice to Proceed. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

2.7 Copies of Documents.

A. Contractor will be furnished, free of charge, copies of the Contract Documents. Contractor shall maintain a clean, undamaged set of Contract Documents, including Submittals, at the Project site.

2.8 Substitution Requests, Schedule of Submittals, and Schedule.

A. Substitution Requests. Within thirty-five (35) Days of Contract award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in the General Conditions.

B. Schedule of Submittals. Within ten (10) Days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to the City a Schedule of Submittals that conforms with the requirements of the Contract Documents.

C. Schedule. Within ten (10) Days after the issuance of the Notice to Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of the Contract Documents.

2.9 Preconstruction Meeting; Designation of Authorized Representatives.

A. Before any Work at the Site is started, a meeting attended by the City, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records. At this meeting the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.10 Mobilization.

A. When a bid item is included in the Bid Schedule for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no bid item is provided for

mobilization payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for mobilization based on the lump sum provided in the Bid Schedule, shall constitute full compensation for all such Work. The lump sum price provided for mobilization shall not be more than 5% of the Total Bid Price. No payment for mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project Site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, as applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer, if specified, complete, with all specified furnishings and utility services.

7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor's work and storage yard.

10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

11. Full-time presence of Contractor's superintendent at the job Site as required herein.

12. Submittal of construction schedule, Submittals, and Shop Drawings as required by the Contract Documents.

ARTICLE 3 -CONTRACT DOCUMENTS; INTENT

3.1 Examination of Drawings, Specifications, and Site of Work.

A. Examination of Contract Documents; Site. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

3.2 Intent of Contract Documents.

A. The Contract Documents are complementary; what is required by any one will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the City.

B. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

C. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

D. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.

3.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the City, Contractor, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies. The Contract Documents are intended to be fully cooperative and complementary. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the City any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the City before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the City. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Order of Precedence. :

1. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

   a. Permits from other agencies as may be required by law

   b. Change Orders, most recent first

   c. Contract

   d. Addenda, most recent first

   e. Special Conditions

   f. Specifications

   g. Construction Plans and Drawings(Drawings)

   h. General Conditions

   i. Instructions to Bidders

   j. Notice Inviting Bids

   k. Contractor's Bid (Bid Forms)

   l. Standard Specifications for Public Works Construction "Greenbook" latest edition

   m. Applicable Local Agency Standards and Specifications

   n. Standard Drawings

   o. Reference Documents

2. With reference to the drawings the order of precedence shall be as follows:

   a. Figures govern over scaled dimensions

   b. Detail drawings govern over general drawings

   c. Addenda/Change Order drawings govern over Drawings

   d. Drawings govern over Standard Drawings

   e. Drawings govern over Shop Drawings

3. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.5 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the City, by one or more of the following ways:

1. The City's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or

2. The City's issuance of a response to an RFI.

C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.6 Reuse of Documents.

A. Contractor and any Subcontractor or Supplier shall not:

1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or

2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the City and Engineer of Record and specific written verification or adaptation by Engineer of Record.

B. The prohibitions of this Article will survive final payment or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -INDEMNIFICATION; INSURANCE

4.1 Indemnification.

A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, its officials, officers, employees, agents, and authorized volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment

of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officials, officers, employees, agents, or authorized volunteers (including passive negligence), except such loss or damages caused by the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the City choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City or its officials, officers, employees, agents, or authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its officials, officers, employees, agents, or authorized volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the City and its officials, officers, employees, agents, and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

C. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article. Contractor's obligation to indemnify the City shall not be restricted to insurance proceeds, if any, received by the City and its officials, officers, employees, agents, and authorized volunteers.

4.2 Insurance.

A. General Requirements. The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this

Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish the City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

B. Additional Insureds; Waiver of Subrogation. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its Subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for Subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the City, its officers, officials, agents, employees or volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the City prior to commencement of work.

C. Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

D. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide the City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

E. Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy

shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. Automobile Liability Insurance. Contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

G. Builder's Risk ["All Risk"].

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), Suppliers, and the City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by the City.

3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to the City to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

b. Coverage shall include all materials stored on site and in transit.

c. Coverage shall include Contractor's tools and equipment.

d. Insurance shall include boiler, machinery and material hoist coverage.

H. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

I. Contractor's Pollution Liability Coverage. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

J. Contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the City. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

K. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

L. Form and Proof of Carriage of Insurance.

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related

investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

3. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. The City reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

7. Products/completed operations coverage shall extend a minimum of three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly

excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officers, officials, agents employees, and volunteers shall be included as insureds under the policy.

ARTICLE 5 -CONTRACTOR RESPONSIBILITIES; REGULATORY REQUIREMENTS

5.1 Applicable Laws.

A. Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the City nor the Engineer shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

5.2 Permits and Licenses.

A. Contractor will apply for necessary encroachment permits for Work within the public rights-of-way. City will waive encroachment permit fee(s) and issue encroachment permit(s) upon approval. All other necessary permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, permits, licenses and fees required by agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Contract Documents or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

5.3 Taxes.

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

5.4 Traffic Control.

A. Traffic control plans, if required, shall be prepared at Contractor's expense. Traffic control shall be performed at Contractor's expense in accordance with the requirements of the City and/or the local agency with jurisdiction. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the City shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "CA Manual on Uniform Traffic Control Devices" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the Project for approval prior to starting Work.

C. The Contractor's representative on the Site responsible for traffic control shall produce evidence that he or she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

5.5 Safety.

A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.

B. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the City prior to beginning Work. Contractor shall maintain a confined space program that meets or exceeds the City's standards. Contractor needs to make themselves aware of the City's safety policies and procedures, and shall meet or exceed all City standards in areas where the City must enter to perform inspections.

5.6 Hazardous Waste.

A. The City shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The City, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

B. If the Contractor encounters Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the City (and promptly thereafter confirm such notice in writing). The City shall contract for any services required to directly remove and/or abate Hazardous Waste, if required, and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

C. Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the City in the event of the sole or active negligence or willful misconduct of the City, its officers, agents, or employees.

5.7 Sanitary Facilities.

A. Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with Applicable Laws. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be properly removed and legally disposed without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

5.8 Dust Control.

A. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable

for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

5.9 Air Pollution Control.

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

B. Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the City against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its Subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

5.10 Water Quality Management and Compliance.

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Contractor shall keep itself and all Subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.

C. Contractor shall comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Construction General Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which

is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of the City, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Construction General Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. The City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and any relevant enforcement entity.

5.11 Environmental Quality Protection.

A. The Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and regulations by the Contractor during the term of the Contract, which result in penalties, will be the responsibility of the Contractor. The City operates under a number of environmental permits issued by various agencies. If due to an action, inaction, or negligence by the Contractor, the City becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.

B. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings

shall be forwarded to City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the City, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the City immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or City within two (2) Days. Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the City, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City and the construction/archeological monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

5.12 Noise Restrictions.

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment

on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

5.13 Diversion of Recyclable Waste Material.

A. In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5.14 Workers; Contractor's Supervision.

A. Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the City and are not entitled to benefits of any kind normally provided employees of the City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

B. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all Subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

C. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

D. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5.15 Labor.

A. Hours of Work.

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City. The City will considering allowing weekend work to help mitigate the effect on the adjacent school.

5. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on Holidays, unless otherwise approved by the City:

    a. Powered Vehicles

    b. Construction Equipment

    c. Loading and Unloading Vehicles

    d. Domestic Power Tools

B. Payroll Records; Labor Compliance.

1. Pursuant to Labor Code section 1776, Contractor and all Subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

    a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

    b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor

awarded the Contract or performing the Contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

C. Prevailing Rates of Wages.

1. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

D. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

E. Employment of Apprentices. Contractor and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

F. Nondiscrimination/Equal Employment Opportunity. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

G. Debarment of Contractors and Subcontractors. Contractors or Subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

5.16 Subcontracts.

A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the City. The City reserves the right to accept all Subcontractors. The City's acceptance of any Subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents. Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.17 Progress Meetings.

A. The Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor and City shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

5.18 Submittals

A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the City that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the City. Each Submittal must be delivered to the City at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

   a. Submittals must be transmitted electronically.

   b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.

   c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.

d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.

e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

f. When Submittal is revised for resubmission, Contractor shall promptly address the City's comments and resubmit. Contractor shall identify changes made since previous submission.

g. The City's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the City's attention to such deviations at time of submission and the City has taken no exception to the deviation. The City's review of Shop Drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.

h. Submittals not required by the Contract Documents or requested by the City will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by the City. Delays resulting from incomplete Submittals are not the responsibility of the City.

j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.

k. Contractor shall allow a minimum of 20 working days for review of Submittals unless otherwise specified in the Contract Documents.

2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the City review and approval of the pertinent submittal will be performed at the risk and sole expense and responsibility of Contractor.

C. Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

5.19 Shop Drawings and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, Contractor shall give the City specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the City for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City the services, materials, and equipment Contractor proposes to provide and to enable the City to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

3. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Engineer. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the City to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. City's Review.

1. The City will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The City's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. The City review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. The City's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures. Contractor shall make corrections required by the City and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the City on previous Submittals.

5.20 Record ("As-Built") Drawings.

A. The Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.

C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineer. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

5.21 Layout and Field Engineering.

A. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work and all necessary surveys to compute quantities of Work performed.

5.22 Separate Contracts and Cooperation.

A. Separate Contracts. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

5.23 Work Site.

A. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the City. Unless otherwise specified in the

Special Provisions, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to City or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

B. Site Maintenance. During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. For Work to be performed in existing City facilities, Contractor may use the City's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the City utilities, it will not need to compensate the City for reasonably consumption of utilities, but Contractor will be responsible for any excessive, unreasonable or wasteful utility usage. Amounts due the City under this section may be deducted from progress payments.

5.25 Protection of Work and Property.

A. The Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs

shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. All Work shall be solely at the Contractor's risk.

B. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Site over a route designated by the City.

4. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the City. Contractor shall not unreasonably encumber the Site with its materials.

5. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

6. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

7. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.

8. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

9. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with the City's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to the City at least seven (7) Days in advance, and the City may issue or withhold approval in its sole discretion.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

E. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the City, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs. Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

5.26 Emergencies.

A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

5.27 California Air Resources Board Regulations.

A. To the extent applicable, Contractor, shall comply, and shall ensure all Subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

B. Throughout Project, and for five (5) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from City.

C. Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities,

costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

ARTICLE 6 -MATERIALS; INSPECTION

6.1 Access to Work.

A. The City, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials.

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or Supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the City or any independent contractor.

D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

6.3 Test and Inspections.

A. Inspection of Work.

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) Days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

2. If Contractor gives notice of an inspection pursuant to the Contract Documents, the City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two (2) Days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits.

3. The Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.

4. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

5. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

6. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

B. Testing of Materials.

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed Supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the Submittal. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the City at the time of delivery. City shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be

rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor's expense.

6.4 Requests for Substitutions.

A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Contract Documents or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) Days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 7 -SUBSURFACE AND PHYSICAL CONDITIONS; UTILITIES

7.1 Soils Investigations.

A. Reports and Drawings. The Special Conditions identify: those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the City, City's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

7.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the City. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the City, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the City shall have the right to use or consume these materials without payment to a third party.

7.3 Existence of Utilities at the Work Site.

A. Existing Utilities. The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project. The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

B. Utility Location.

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which the Contractor believes may affect or be affected by the Contractor's operations, by taking all reasonable steps necessary including, but not limited to, calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4216 et seq. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article. The locating of utilities shall be in conformance with Government Code section 4216 et seq. except for the City's utilities located on the City's property and not on public right-of-way.

2. A "High Priority Subsurface Installation" is defined in Government Code section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

3. A "Subsurface Installation" is defined in Government Code section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except

nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."

4. Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Engineer written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

5. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code section 4216.4 if the excavation within the "tolerance zone" of a subsurface installation. The Engineer shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

6. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the Engineer in advance of this meeting.

C. Utility Relocation and Repair. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Engineer in writing. The Engineer will supply a method for correcting said interferences in accordance with the responsibilities of this Article and Government Code section 4215. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services. Temporary or permanent relocation or alteration of

utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work

D. Construction at Existing Utilities. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

7.4 Trenches.

A. Trenches Five Feet or More in Depth. Contractor shall submit to the City at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet.

1. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly within three (3) Days, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated by information made available to bidders prior to the deadline for submitting bids.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

2. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in Article 9.1 Change Orders and Time Extensions.

3. In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 8 -PROSECUTION OF THE WORK

8.1 Contractor's Means and Methods.

A. Contractor is solely responsible for the means and methods utilized to perform the Work. Contractor shall perform all Work in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Contractor represents that it, its employees and Subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform the Work in full compliance with all applicable state, federal and local laws and to the all jurisdictions having authority over the Project.

8.2 Construction Schedule.

A. General Requirements. The schedule shall be prepared in a critical path method format and in an electronic scheduling program acceptable to the City and as specified in the Contract Documents. Contractor shall deliver the schedule and all updates to the City in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule.

B. Schedule. The receipt or approval of any schedules by the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and

resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the City.

C. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall include appropriate time allowances and constraints for Submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the City.

D. Material Lead Times. Contractor shall include anticipated material delivery lead times in the submitted construction schedule and identify long lead time items that could become critical path items and affect the overall construction schedule.

E. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the City: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the City. The City may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the City's request, Contractor shall submit any schedules or updates to the City in the native electronic format of the software used to create the schedule. Contractor shall also submit schedules showing a two-week detailed look-ahead at weekly meetings conducted with the City. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

F. Acceptance. Acceptance of the schedules by the City will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefor.

8.3 Time for Completion and Liquidated Damages.

A. Time for Completion. The time for completion set forth in the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion

date. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and the City will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

B. Liquidated Damages. If the Work is not completed within the Contract Time(s), it is understood that the City will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

C. Inclement Weather. Contractor shall abide by the City's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Contractor shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

D. Extension of Time. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Contractor shall not be entitled to an adjustment in the Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

E. Reverse Liquidated Damages. Consistent with Public Contract Code section 7102, Contractor will be compensated for damages incurred due to unreasonable delays to the critical path for which the City is responsible. The parties agree that determining Contractor's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time for completion set forth in the Contract, the City shall pay to the Contractor the amount stipulated in the Contract. Such amount shall constitute the only payment allowed for any City-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Contractor shall not be entitled to reverse liquidated damages for any change in the Work in which Contractor is compensated for overhead and profit

through a change in Unit Price Work or a Change Order resulting in a lump sum or allowed mark-up for the additional Work. The amount of reverse liquidated damages shall be reduced by Contractor's concurrent delays.

F. Force Majeure. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.

G. No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

H. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time or any reverse liquidated damages unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with Article 9.1 Change Orders and Time Extensions. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension or reverse liquidated damages.

8.4 Contractor's Responsibility for Work.

A. Responsibility for, and security of, all Work and materials related to Contractor's Work is the responsibility of Contractor until final acceptance of the Contractor's Work by the City. The City shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance. Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work and all loss or damage shall be borne by Contractor. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City will pay for repair or restoration to damaged Work in excess of 5% of the total Bid.

8.5 Occupancy.

A. The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

8.6 Securities for Money Withheld.

A. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

8.7 The City's Right to Suspend/Terminate the Contract.

A. Suspension of Work by the City.

1. The City in its sole and absolute discretion for any reason or no reason whatsoever may at any time, with or without cause, suspend performance of all or any part of the Work by giving not less than five (5) Days written notice to the Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (1) immediately discontinue Work on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and (4) continue to protect and maintain the Work including those portions on which Work has been suspended.

3. The City shall not be liable for any additional costs, damages or anticipated profits incurred by Contractor or its Subcontractors and the Contract Price shall not be increased during the period of suspension, except the actual costs incurred by Contractor, excluding overhead and profit for (a) the purpose of safeguarding the Work and material and equipment in transit or at the Site during the period of suspension, (b) Contractor's or its Subcontractor's rented equipment which are maintained at the Site, or (c) other reasonable and unavoidable costs of shutting down the Work, or reassembling personnel and equipment resulting directly from such suspension. Contractor shall be granted an extension of the Contract Time equal to the number of days performance of Work is suspended; provided, however, that no actual costs or extension of Contract Time shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the City.

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. After expiration of the ten (10) Day period, the City may terminate the Contract by providing a Notice of Termination to the Contractor. The City may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. If the City takes over the Work, the City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

3. Contractor shall not be entitled to receive any further payment hereunder as a result of such termination. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Work, including professional services and expenses, reasonable overhead, profit, and attorneys' fees. This payment obligation shall survive completion of the Project and termination or expiration of this Contract.

C. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the City determines that a termination is in the City's interest. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

2. After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations: (1) stop Work as specified in the Notice; (2) complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents; (3) leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose

any threat to the public health or safety; (4) terminate all subcontracts to the extent that they relate to the portions of the Work terminated; and (5) place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work actually completed by Contractor in conformity with this Contract prior to Contractor's receipt of City's Notice and costs incurred by reason of such termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the City no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience." If the City rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Article 9.2.

4. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the City.

5. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

6. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

7. If the City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

8.8 Defective Work.

A. The City May Correct Defective Work.

1. If Contractor fails to correct Defective Work, or to remove and replace rejected Work as required by the City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with

any other provision of the Contract Documents, the City may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, the City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable the City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.

4. If the Change Order is executed after all payments under the Contract have been paid by the City and the Project retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of retention to be paid to the City. If the Change Order is executed after release of the Project retention, an appropriate amount will be paid by Contractor to the City. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the City correcting Defective Work.

B. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the City's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the City. If the acceptance of defective work occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the City.

8.9 Completion and Acceptance of Work.

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the City and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents, and other documents required by the Contract Documents, the City shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

8.10 Guarantee of Work.

A. Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship. Contractor hereby guarantees that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this guarantee. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of Work that was corrected. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall

have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for the City all warranties that would be given in normal commercial practice and assign to the City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final acceptance of the Project by the City as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify the City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary work to remedy the failure, defect, or damage. If the Contractor fails to promptly remedy any defect or damage, the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

F. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

G. This Article shall not limit City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to the City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 9 -CHANGE ORDERS; DISPUTE RESOLUTION

9.1 Change Orders and Time Extensions.

A. Change Orders. All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though

originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. City Directive. The City may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The City shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

C. Contractor's Notice of Change/Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the City with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

1. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

2. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) days is not possible or practicable.

3. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) Days from the discovery date.

   To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

D. Request for Change in Compensation and/or Extension of Time. Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days from either Contractor's notice of change/delay or the City's directive ordering the change. For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the City notice of the costs or information and all supporting

documentation within five (5) Days of when the costs or other information become subject to determination. The Change Order Request shall include all of the following information (unless inapplicable to the change):

1. A detailed description of the circumstances giving rise to the request;

2. A complete itemized cost proposal, including itemized pricing for first tier Subcontractors;

3. Supporting documentation for all costs;

4. A time impact analysis showing the impact of the delay to the critical path to completion;

5. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and

6. Certification to the accuracy of the Change Order Request under penalty of perjury.

The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule. The City may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Contractor shall provide the requested additional information within five (5) Days of the request.

E. City's Final Decision on Change Order; Ordered Changes. If the City denies the Change Order Request or disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the City will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the City shall have the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City's determination shall become final and binding if the Contractor fails to submit a claim in writing in accordance with Article 9.2 to the City within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the City may reasonably require.

F. Contractor's Waiver of Further Relief.

1. Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the City or available to the City through other means, is not a mere formality but is of crucial importance to the

ability of the City to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

2. **CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

G. Change Order Format. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order. The City may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's Change Order form in an attempt to reserve additional rights.

H. Determining Adjustments to Compensation.

1. Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

2. Unit Price Change Orders.

   a. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.

b. The City or Contractor may initiate a Change Order or Change Order Request to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work. The City or Contractor may make a claim for an adjustment in the Unit Price in accordance with the Contract Documents if: (1) the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; (2) there is no corresponding adjustment with respect to any other item of Work; and (3) Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.

3. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the City.

4. Time and Materials Change Orders. The City may direct the Contractor to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.

5. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

6. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:

   a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included

in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup. Labor burden allowable in Change Orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price Change Orders will be examined at the conclusion of the Project and an adjustment to the approved Change Orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon Supplier or manufacturer's invoice.

c. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the City for the total period of use. The City shall make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns. All equipment shall, in the opinion of the City, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City, in duplicate, a description of the equipment and its identifying number. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

7. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

   a. "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the City with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the City may reasonably request.

   b. For Work performed by the Contractor's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.

   c. For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Contractor may add up to five percent (5%) of the Subcontractor's Net Cost.

   d. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Contractor may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

   e. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

8. Documentation of Time-and-Material Costs.

   a. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the City's agreement to Contractor's entitlement to the cost.

   b. T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

9. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

   a. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

   b. Office Expenses. Expenses of Contractor's principal and branch offices;

   c. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

   d. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

   e. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

   f. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

   g. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

   h. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

   i. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

   j. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities

(offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

9.2 Procedure for Resolving Claims.

A. Prerequisites. Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 9.1, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

B. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

C. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the City;

2. Payment by the City of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

3. An amount the payment of which is disputed by the City.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

D. Filing Claims. Claims governed by this Article may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The

Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

E. Documentation. The Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made
2. List of documents relating to Claim:
   a. Specifications
   b. Drawings
   c. Clarifications (Requests for Information)
   d. Schedules
   e. Other
3. Chronology of events and correspondence
4. Narrative analysis of Claim merit
5. Analysis of Claim cost, including calculations and supporting documents
6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

F. City's Response. Upon receipt of a Claim pursuant to this Article, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the City may request in writing additional documentation supporting the Claim or relating to defenses or Claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor. The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is

less than $50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

G. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

H. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

I. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a

Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

J. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the City.

3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with

the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the City.

4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

L. Non-Waiver. The City's failure to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

ARTICLE 10 - MEASUREMENT; PAYMENT

10.1 Cost Breakdown.

A. Lump Sum Work. Contractor shall furnish on forms approved by the City within ten (10) Days of the Notice of Award, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's applications for payment. Contractor shall submit the schedule of values prior to submitting its first application for payment, and the City will not issue any payment until it receives and approves the schedule of values.

B. Unit Price Work. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item. Unless otherwise specified, payment will be based on the actual quantities of Work as verified and approved by the Engineer, based on the price per unit as set forth in the Bid Schedule.

10.2 Progress Estimates and Payment.

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid. Contractor shall include any amount earned for authorized Change Orders. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

B. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective Work not remedied.

3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the City for claims against Contractor.

7. Failure of Contractor to keep the Record Drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (C)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but

not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 Days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.

F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

G. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

10.3 Final Acceptance and Payment

A. Following the City's acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request. The City shall have the right to adjust any estimate of quantity and to correct any error made in any estimate for payment.

B. When the Work has been accepted there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of substantially complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due the City under the terms of the Contract.

C. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the City and for all other claims relating to or arising out of this Work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the faithful performance bond, labor and material payment bond, or from any other obligation under this Contract.

D. In case of termination of the Contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the Contract Price.

E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 11 -MISCELLANEOUS

11.1 Patents.

A. Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this Contract.

11.2 Document Retention & Examination

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of five (5) years after final payment.

11.3 Notice.

A. All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to the City shall be addressed to the City as designated

in the Notice Inviting Bids unless the City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

11.4 Notice of Third Party Claims

A. Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

11.5 State License Board Notice

A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

11.6 Assignment of Contract

A. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

11.7 Change In Name And Nature Of Contractor's Legal Entity.

A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the City's rights under the Contract, including but not limited to the bonds.

11.8 Prohibited Interests

A. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction, or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

11.9 Controlling Law

A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

11.10 Jurisdiction; Venue

A. Contractor and any Subcontractor, Supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Riverside County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.11 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.12 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.13 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.14 Assignment of Antitrust Actions

A. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of

Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

2. This assignment must be made and become effective at the time the awarding body tenders to Contractor, without further acknowledgment by the parties.

11.15 Other Legal Provisions.

A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules, or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify City in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, he shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting, or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by City, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

END OF GENERAL CONDITION

TECHNICAL SPECIFICATIONS

THE FOLLOWING SPECIFICATIONS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

Section #	Specification Section Title
01 55 26	Traffic Control
01 57 23	Water Pollution Control
01 71 13	Mobilization
02 41 13.13	Saw Cutting
03 00 00	Minor Concrete
32 17 23	Signing, Striping, and Pavement Markings
34 41 16	Rectangular Rapid Flashing Beacon (RRFB) R920-MX100
34 71 19.13	Fixed Vehicle Delineators

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01 55 26 – TRAFFIC CONTROL
(Bid Item No. 2)

This section covers the requirements for Bid Item No. 2 "Traffic Control." Traffic control shall conform to the provisions in Section 5-137B "Load Limits", Section 7, "Legal Relations and Responsibility to the Public", Section 12, "Temporary Traffic Control" of the Caltrans Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), the Section of these contract documents entitled "Insurance – Hold Harmless", and these special provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.05.

A minimum of two (2) weeks prior to start of work, the Contractor shall submit traffic control and detour plans signed and stamped by a Licensed Traffic Engineer to the City Engineer for review for compliance with MUTCD. **The Notice to Proceed will not be issued until a satisfactory Traffic Control Plan is approved by the City Engineer**. Any revisions to the traffic control plans or requirements shall be approved by the City Engineer.

The access to each property shall not be restricted during normal business hours (8:00 AM to 5:00 PM, Monday through Friday). If access to a property needs to be restricted during normal business hours, access shall not be restricted for any longer than one hour and contractor must provide a minimum five day written notice. Vehicular and pedestrian access to adjacent properties shall be provided at all times. Closed sidewalks shall be posted with "SIDEWALK CLOSED" signs at each approach to the closure and an approved alternate route provided. All travel lanes, sidewalks, and crosswalks shall be open between 5:00 am and 8:30 am and between 3:30 pm and 9:00 pm. One travel lane in each direction shall be open at all times between 8:30 am and 3:30 pm. Flaggers may be used if one lane in each direction cannot be kept open with the approval of the Traffic engineer. All traffic lanes shall be open before and after work hours. A minimum of 11-foot lane, in each direction, with an even driving surface shall be available at all times.

All existing traffic control signs and street name signs shall be maintained in visible locations except as directed by the Engineer and where they conflict with the project.

Flashing message boards shall be installed to advise the public of work site. Flashing arrow boards are mandatory for lane closures on major streets. They shall operate until traffic control is removed. All warning lights, signs, flares, barricades (including concrete barriers), trench plates, and other facilities for the sole convenience and direction of the public traffic or any other reason shall be furnished and maintained by the Contractor. All signs shall conform to and be placed in accordance with the current MUTCD, issued by the California Department of Transportation for construction and maintenance of work zones. Any flares, flagman, pilot cars, and any and all other traffic related items, shall be furnished by the Contractor at his expense. All barricades shall be equipped with flashing/steady burn warning lamps at night. All cones, delineators, barricades, and "k" rail shall be reflectorized. All traffic control shall be kept in their proper position at all times, and shall be repaired, replaced, or cleaned as necessary to preserve their appearance and continuity. Any devices not part of the required traffic control or detours shall be removed from the view of the traveling public immediately.

Sufficient lighting will be required for all work performed when sufficient sunlight is not present.

No payment for extra work will be allowed for work performed as specified in Section 12-1.03 (Flagging costs) of the Caltrans Specifications. Flagging costs shall be borne entirely by the Contractor.

It is the Contractor's responsibility to provide for the safe passage for vehicles traveling to residences and business locations within the limits of the project.

The Contractor shall provide public notification in the form of an information letter pertaining to the planned work. The letter shall be written in English and Spanish and distributed to all affected residents and businesses at least seven (7) days prior to scheduled work. The letter shall include the City's logo and be reviewed and approved by the City Engineer prior to distribution. Minimum of 48 hours in advance of all work, Contractor shall notify all emergency services, trash pickup company, school district(s), and post office.

Temporary "No Parking" signs with effective dates shall be posted three (3) days prior to the scheduled work for a particular street. Signs shall be printed in English and Spanish. The contractor shall notify the local Police Department immediately upon posting signs.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours. All open trenches shall be backfilled within 72 hours. All traffic control signs shall be either covered or removed when not required by the nature of work or if no present hazard to the motorist exists.

There shall be no asphalt grinding or excavation creating a "Lip" greater than 1.0 inch left open to traffic. When lips greater than 1.0 inch exist, the lip shall be ramped with cold patch or other approved materials. This applies to all locations, including along gutter lips, manholes, etc.

Contractor shall not work any holiday (unless approved 48 hours prior to the holiday by the City Engineer).

Traffic control signs and materials shall be maintained at all times including after hours, weekends, and holidays.

Contractor shall also coordinate to allow and not disrupt trash pickup and mail delivery at no additional cost. The completed roadway shall not be opened to traffic until all permanent signing and striping is in place or temporary striping and signing approved by the Engineer.

Adequate notice of any lane closures shall be given to all affected parties including school, emergency services, CR&R, RTA, post office, and School District as required by other sections of these specifications.

Payment for Bid Item No. 2 "Traffic Control" shall be by Lump Sum, and shall include all costs for design, installation, modifications, and removal of traffic control over the course of the project. Additional traffic control signs or adjustments to the signs, as determined by City, shall be done at no additional cost to the City and minimum of 2 flashing message boards shall be installed to advise the public at various work sites. The **Lump Sum** cost shall include cost of the traffic control and detour plans prepared by a Licensed Engineer.

END OF SECTION 01 55 26

01 57 23 – WATER POLLUTION CONTROL
(Bid Item No. 3)

This section covers the requirements for Bid Item No. 3 "Water Pollution Control." The Contractor shall be responsible for preparing a Water Pollution Control Plan (WPCP) for the project. Water pollution control shall be carried out in accordance with this document, as well as the Caltrans specifications, these special provisions, and as directed by the Engineer.

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control" of the Caltrans Specifications and these Special Provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual," and collectively as the "Manuals. Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: http://www.dot.ca.gov/hq/construct/stormwater.html. Copies of the Permits are available for review at the Department of Transportation, District 8, Environmental / Technical Branch, 464 West 4th Street, San Bernardino, California.

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction.

Unless arrangements for disturbance or use of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility for the Contractor or property owner with respect to any arrangements made between the Contractor and property owner. The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality for areas used outside of the highway right-of-way or areas arranged for the specific use of the Contractor for this project. Installing, inspecting, and maintaining water pollution control practices on areas outside the road right-of-way not specifically arranged for and provided for by the City for the execution of this contract will not be paid for.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control (Storm Water Pollution Prevention Plan)", including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. Costs and liabilities include , but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due to Contractor under the contract, in an amount determined by the City, may be retained by the City until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other local, State, or Federal requirement, the City may retain money due to Contractor, subject to the following:

A. The City will give the Contractor 30 day notice of the City's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 73.2, "Partial and Final Payment" of the Greenbook Specifications.

C. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall pay for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibility to the Public", of the Caltrans Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records pertaining to water pollution control work.

The full cost for Bid Item No. 3 "Water Pollution Control" for the entire project will be paid by **Lump Sum**. No additional payment for water pollution control will be provided. The Contractor will be responsible for the payment of any fines without reimbursement from the City.

END OF SECTION 01 57 23

01 71 13 – MOBILIZATION
(Bid Item No. 1)

This section covers the requirements for Bid Item No. 1 "Mobilization and Demobilization" Mobilization shall conform to the provisions in Section 7-3.4, "Mobilization", of the Greenbook Specifications and these Special Specifications.

As part of mobilization, the Contractor shall also provide a single place (job board, etc.) to place all required federal forms, Cal/OSHA and EEO labor compliance posters, all permits, all safety items, and any and all paperwork that must be posted in public view.

The City will **not** provide the contractor with a storage area to store their equipment, machinery, tools, materials, etc. in the City right-of-way. Storage in City right-of-way will not be permitted. Contractor will be responsible for arranging and paying for their own storage area.

Contractor shall provide a complete working schedule for the compete duration of the project. **The complete working schedule is required for the issuance of the Notice to Proceed.** If City requests a revised and updated schedule during any point of the project, Contractor shall provide within 5 working days. The Contractor shall submit progress reports to the Engineer by the 10th day of each month. The report shall include an updated Construction Schedule.

The **Lump Sum** contract price paid for Bid Item No. 1 "Mobilization and Demobilization" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for mobilization and no additional compensation will be allowed therefor, including any remobilization due to phasing of work.

END OF SECTION 01 71 13

02 41 13.13 – SAW CUTTING

Work under this section shall conform to the provisions in Section 15, "Existing Facilities" of the Caltrans Standard Specifications and Section 401, "Removal" of the Greenbook Specifications, these special provisions, and applicable utility standards.

If any export of material is required, Contractor shall export to external sources. If areas are encountered that the Contractor believes should be determined to be "unsuitable material", the Contractor shall notify the Engineer. If the Engineer determines that the material is "unsuitable" it shall then be removed and disposed of and paid for as extra work.

It is critical to not damage the existing utilities during construction. It is the Contractor's responsibility to protect the utilities during construction and to ensure that the existing utilities do not conflict with the proposed improvements. It is possible that all existing utilities may not be shown on the civil plans.

Full compensation for all saw cutting shall be considered as included in the contract price paid for Bid Items No. 24, 25, and 26 and no additional compensation will be allowed.

END OF SECTION 02 41 13.13

03 00 00 – MINOR CONCRETE
(Bid Item No. 21, 23, 24, 25, & 26)

Minor concrete work shall comply with Section 90, "Concrete" and Section 73-10, "Existing Curbs and Sidewalks" of the Caltrans Specifications and these Special Provisions. Any concrete accelerators used to speed construction shall be at the Contractor's expense and no additional payment will be made by the City. All concrete used for driveways and cross gutters shall be sufficiently strong to allow them to be opened to traffic within 72-hours of placement. Minor concrete items shall be constructed using a minimum of 3250 psi concrete mix unless otherwise specified.

All minor concrete items (including but not limited to, sidewalks, curb & gutter, driveways, pedestrian ramps, cross gutters/spandrels, and PCC parking lot paving) shall be built per Riverside County Improvement Standards and Specifications except as otherwise noted or modified in these plans and specifications. The Contractor shall refer specifically to the following standard plans of the Riverside County Transportation Department (latest edition) for further information:

- Riverside County Standard 201, "Type A-8 Curb and Gutter"
- Riverside County Standard 401, "Sidewalk and Curb"
- Riverside County Standard 403, "Curb Ramp"

All minor concrete must meet the latest ADA requirements. Minimum sidewalk thickness is a true 4.0 inches, and minimum drive approach and driveway thickness is 8.0 inches, both per Riverside County Standards.

Handicap access ramps shall be bid per each and include all concrete curb and gutter, the curb ramp landing, sidewalk, scoring, grading to conform to existing area, and any and all work to make the ramp meet ADA requirements. If applicable, all commercial driveways shall be paid per each and shall include truncated domes. Truncated Domes Detectable Warning Surfaces shall meet all ADA requirements, and all requirements of the County of Riverside. The color shall be yellow # 33538.

The subgrade shall be prepared conforming to the provisions in Section 301 "Subgrade Preparation, Treated Materials, and Placement of Base Materials" of the Greenbook Specifications, and these provisions. The top one (1) foot of subgrade shall be moisture-conditioned, processed, and compacted to a minimum relative compaction of 95%. Minimum relative compaction shall be 90% for sidewalk. Full compensation for preparing the subgrade for concrete items shall be considered as included in the contract price paid for Bid Items No. 24, 25, and 26.

Where expansive soils are found, place a minimum of 6" of class 2 aggregate base under and around all sides of concrete improvements as directed by the Engineer. Per the soils report, there is a potential for expansive soils in the vicinity of the job. Therefore, prior to the installation of

minor concrete items, the Engineer will conduct additional geotechnical investigations to identify expansive soils. If class 2 aggregate base is determined to be necessary for concrete improvements, the City will issue a change order to compensate the Contractor for the extra work of installing the class 2 aggregate base intended for minor improvements.

Full compensation for all saw cutting shall be considered as included in the contract price paid for Bid Items No. 24, 25, and 26 and no additional compensation will be allowed.

"Slot paving" shall be installed along all new curb & gutter, in accordance with the details provided in the project plans so as to develop a smooth connection between the existing roadway and the new lip of gutter. The cost for removal and compaction for subgrade and construction of the slot paving (minimum 2' wide) shall be included in the contract price per for Bid Items No. 24, 25, and 26.

Compensation for Bid Item No. 21 "Remove and Dispose Existing Concrete Ramp" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals and all demolition, removal, and disposal, of the curb ramp, sidewalk, curb and gutter, and associated concrete improvements required to complete the work in accordance with the Plans and Specifications; additional compensation is not allowed.

Compensation for Bid Item No. 23 "Construct Curb Ramp per City of Riverside Std 304 Case II" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, incidentals, and reconstruction of the curb ramp, sidewalk, curb and gutter, and associated concrete improvements required to complete the work in accordance with the Plans and Specifications; additional compensation is not allowed.

Compensation for Bid Item No. 24 "Construct Curb Ramp per City of Riverside Std 304 Case IV-A" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, incidentals, and reconstruction of the curb ramp, sidewalk, curb and gutter, and associated concrete improvements required to complete the work in accordance with the Plans and Specifications; additional compensation is not allowed.

Compensation for Bid Item No. 25 "Construct Curb Ramp per City of Riverside Std 304 Case V" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, incidentals, and reconstruction of the curb ramp, sidewalk, curb and gutter, and associated concrete improvements required to complete the work in accordance with the Plans and Specifications; additional compensation is not allowed.

Compensation for Bid Item No. 26 "Construct Curb Ramp per County of Riverside Std 403 Case D" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, incidentals, and reconstruction of the curb ramp, sidewalk, curb and gutter, and associated concrete improvements required to complete the work in accordance with the Plans and Specifications; additional compensation is not allowed.

END OF SECTION 03 00 00

32 17 23 – SIGNING, STRIPING, AND PAVEMENT MARKING
(Bid Item No. 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, & 20)

This section covers the requirements for **Bid Item No. 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, & 20)** and all striping and signage work indicated on the plans by the striping notes. All work shall be performed in accordance with the provisions in Section 81, "Miscellaneous Traffic Control Devices", Section 82, "Signs and Markers", and Section 84, "Markings" of the Caltrans Specifications, MUTCD, including California Supplement, and these Special Provisions.

Prior to any work, the Contractor shall make a record of the existing striping and other pavement markings throughout the project limits. Any deviation in the striping or pavement marking must be approved by the Engineer in advance.

The Contractor shall be responsible for removing and replacing and/or relocating "in-kind" all signing, striping, and other pavement markings which are destroyed, damaged, obscured, or otherwise affected due to the construction of the project. All signing, striping and other pavement markings damaged by the project shall be replaced and/or relocated by the Contractor whether shown on the project plans or not.

Removal of Existing Striping and Pavement Markings

Removal of existing traffic striping and pavement markings shall comply with the requirements of Section 84-9.03B of the Caltrans Standard Specifications.

All existing striping and pavement markings within the project limit shall be removed by sandblasting or grinding.

Removal of Existing Roadside Signs and Markers

Removal of existing roadside signs and markers shall comply with the requirements of Section 82-9 of the Caltrans Standard Specifications.

Contractor shall remove roadside signs and/or markers only when replacement signs and/or markers are installed or when the existing signs and/or markers are no longer required for traffic. Reset or relocate each roadside sign and/or marker the same day it is removed, using existing posts when possible. If an existing post is deteriorated or broken, notify the Engineer.

All removed signs shall be salvaged to the City of San Jacinto yard located at 270 Bissel Pl, San Jacinto, CA 92582.

Placement of Traffic Stripes and Pavement Markings

Contractor shall furnish and replace traffic stripes and pavement markings in the original pattern on all roadways, unless otherwise shown on the Plans. Traffic striping shall be paint and pavement markings shall be thermoplastic and conform to the provisions in Section 84, "Markings," of the Caltrans Standard Specifications and these special provisions.

The existing striping and pavement markings shall be replaced with thermoplastic for markings and paint for striping, as specified in these specifications and as directed by the Engineer. Unless noted elsewhere in these specifications and plans, traffic striping and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are damaged, obliterated or covered as a result of construction operations.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern. All conflicting striping and pavement markings shall be removed by sand blasting, grinding, or as directed by the Engineer. If a portion of a pavement making or legend is damaged, obliterated or covered due to construction operations the entire pavement marking or legend shall be replaced.

For striping and pavement markings to be replaced in kind, the Contractor shall physically tie down the location of the beginning and ending of each existing stripe and pavement marking adjacent to the work area.

Upon notification by the Contractor, the Engineer shall review and approve the cat tracking prior to applying the permanent stripes and marking. The Contractor shall allow a minimum of three (3) working days for City review and the cat tracking, and permanent stripes and markings shall not be applied prior to City approval. The City may make changes to the layout after cat tracking.

Where painting is allowed in these specifications, paint shall be applied in two applications, with each coat being the thickness of a 1-coat treatment per Caltrans Standard Specifications Section 84-2.03 "Construction" (1 gallon per 107 square feet). The first coat shall be applied within two working days following approval of the cat tracking and the second coat shall be applied a minimum of two days later. The Contractor shall pay liquidated damages for each day the final striping and pavement markings are not completed after the construction time has expired. Scheduling of raised pavement marker installation shall comply with Caltrans Standard Specifications Section 81-3.03A. To prevent motorists from driving through and tracking wet paint, traffic control shall be installed and maintained until the paint is completely dry.

The thermoplastic material shall be applied by extrusion method in a single uniform layer. Unless otherwise noted on the plans or in these specifications, the Contractor shall replace all pavement delineation on the same alignment and location.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in California Department of Transportation, Specification PTH-02ALKYD. Retro reflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99:

White thermoplastic pavement markings shall have a minimum initial retro reflectivity of 250 mcd m-2 lx-1.
Yellow thermoplastic pavement markings shall have a minimum initial retro reflectivity of 150 mcd m-2 lx-1.

The thermoplastic material for pavement markings shall be applied by extrusion methods only. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.060-inch. Thermoplastic material for pavement markings shall be applied at a minimum thickness of 0.100- to 0.150-inch.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Reflective Pavement Markers shall conform to Section 81-3, "Pavement Markers", of the Caltrans Standard Construction Specifications and these Special Provisions. Pavement markers shall be applied at all locations where existing pavement markers are damaged, obliterated or removed as a result of asphalt resurfacing operations, where required by Section 81 of the Standard Construction Specifications and these specifications, whether a pavement marker was existing or not, and as shown on the plans.

Unless otherwise noted on the plans or in these Special Provisions, the Contractor shall replace all pavement markers on the same alignment and locations.

Fire Hydrant Markers (blue reflective pavement markers) shall be placed in compliance to Riverside County Fire Department's Technical Policy # TP 06-011 – Code Reference: 2019 CFC § 507, Riverside County Ordinance 787.9 or as directed by the Engineer, and perpendicular to all fire hydrants. Markers shall be blue with two reflective faces. Contractor shall be responsible for locating all fire hydrants and layout work required for installation of blue reflective pavement markers. Blue markers shall be referenced and installed at all fire hydrant locations within the project limits whether a reflective pavement marker was existing or not.

Placement of Roadside Signs and Markers

The Contractor shall be responsible for furnishing and installing roadside signs and markers as specified in the project plans. Placement of roadside signs and markers shall conform to the provisions in Section 82 of the Caltrans Standard Specifications.

All signs must be standard size.

When an existing sign is to be replaced, the new sign shall be installed onto the existing frame or post, unless the existing frame or post is damaged. When new signs are to be installed with a new post, signs shall be installed on perforated GI Pipe $(1\frac{3"}{4})$ with anchor blocks.

Temporary Lane Delineation

The Contractor shall, upon completing pavement work, which covers or obliterates existing pavement striping, immediately place temporary striping or other delineation as approved by the Engineer along the lines of the existing striping to direct traffic until permanent striping or markers can be placed.

Temporary tab markers shall not be placed more than twelve feet apart on curves nor more than twenty-four feet apart on straight segments. Temporary tab markers shall be the same color as the stripe they are replacing, shall measure two inches tall by 3-1/2 inches wide, and have a reflective lens across the marker width.

Temporary striping such as "tabs" and "tape" can be used when the temporary striping and pavement markings will be in use for less than seven calendar days. All temporary striping to be in place greater than or equal to seven calendar days shall be paint unless approved otherwise by the Engineer. Temporary stop limit lines shall be paint or eight-inch wide white traffic tape. "Black-out" of existing striping shall be kept to a minimum. Existing striping shall be removed when in conflict and in no case shall existing striping that is "blacked-out" be allowed to stay in the field without being removed for more than 24 hours.

Temporary/removable "No Parking" signs shall be installed along the route of construction a minimum of 72 hours prior to start of work in particular streets. The sign shall advise of the date of actual construction. Parking available to residents is very limited, the contractor shall be diligent with his schedule and delivery of work and not prohibit parking to any one block more than 24 continuous hours in any given phase of construction.

Dimension and Spacing

Bid Item No. 6 "Install White Thermoplastic Limit Line Per Caltrans Std A24G" shall be 1-foot thick in width.

Bid Item No. 8 "Install Yellow Thermoplastic Continental Crosswalk Per Caltrans Std A24F" shall be 12-foot in height, 2-feet thick in width, and have a spacing of 2-feet spacing.

Bid Item No. 9 "Install Yellow Thermoplastic Ladder Crosswalk Per Caltrans Std A24F" shall have 2-feet wide by 12-feet high longitudinal lines (interior vertical bars), 2-feet thick transverse lines (outer lines that run across roadway), and a 2-foot spacing between longitudinal lines.

Bid Item No. 10 "Install White Thermoplastic Edge Line Per Caltrans Std A20B, Detail 27B" shall be 6-inches thick in width.

Bid Item No. 17 "Install White Yield Line Per Caltrans Std A24G" shall be as delineated on the Caltrans Std A24G

Measurement and Payment

Compensation for Bid Item No. 4 "Sandblast Conflicting and Superseded Striping" shall be paid per **Lump Sum** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 5 "Sandblast Conflicting and Superseded Pavement Markings" shall be paid per **Lump Sum** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 6 "Install White Thermoplastic Limit Line Per Caltrans Std A24G" shall be paid per **Square Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 7 "Install White Thermoplastic Pavement Marking Per Caltrans Std A24D & RSP A24E" shall be paid per **Square Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 8 "Install Yellow Thermoplastic Continental Crosswalk Per Caltrans Std A24F" shall be paid per **Square Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 9 "Install Yellow Thermoplastic Ladder Crosswalk Per Caltrans Std A24F" shall be paid per **Square Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 10 "Install White Thermoplastic Edge Line Per Caltrans Std A20B, Detail 27B" shall be paid per **Linear Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 11 "Furnish and Install Signs and Post" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 15 "Refresh Red Curb Paint" shall be paid per **Linear Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 16 "Furnish and Install Blue Reflective Pavement Marker" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 17 "Install White Yield Line Per Caltrans Std A24G" shall be paid per **Square Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 18 "Install Yellow Thermoplastic Centerline Per Caltrans Std A20A, Detail 22" shall be paid per **Linear Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 19 "Remove Existing Sign and Replace with New Sign" shall be paid per **Each** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

Compensation for Bid Item No. 20 "Refresh Yellow Curb Paint" shall be paid per **Linear Feet** as shown on the Bid Schedule and shall include full compensation for all work described in this section including furnishing all labor, materials, tools, equipment, signage, and incidentals; additional compensation is not allowed.

END OF SECTION 32 17 23

34 41 16 RECTANGULAR RAPID FLASHING BEACON (RRFB) R920-MX100
(Bid Item No. 14)

RRFB System shall conform to Technical Specifications Section 32 17 23 "SIGNING, STRIPING, AND PAVEMENT MARKING" and the manufacturer's specifications attached in the Appendix D.

This section covers the requirements for Bid Item No. 14 "Rectangular Rapid Flashing Beacon (RRFB) R920 MX100 (Or Approved Equal)"

A. Manufacturer

1. 250 Bay Street, Victoria, BC, Canada, V9A 3K5
2. Phone: 1-844-412-8395
3. https://carmanah.com/product/r920-mx/
4. Or approved equal

B. Specifications

The RRFB shall meet the following specifications:

1. RRFB Module
   - Meet latest MUTCD standards
   - Meet exceed SAE J595 class 1 intensity by 2.5-3x; meets SAE J578 chromaticity
   - 3" (76 mm) x 7" (178 mm) clear, UV-rated polycarbonate lens with yellow LEDs and side-emitting pedestrian confirmation LEDs
   - Stainless steel mounting brackets make back-to-back installation simple and enable in-field aiming for maximum effectiveness
   - Yellow light bar covers
   - bi-directional light bar configuration
   - RRFB backplate and mast arm mount
   - Light bar routable to be oriented towards incoming vehicle lane, independent of the wire hole locations
2. Sign Module
   - Meets latest MUTCD standard
   - 3M Diamond Grade retroreflective sheeting
   - 36" S1-1 sign fluorescent yellow-green sign color
   - Standard banding, though bolt
3. Audible Information Devise push button
   - Meets latest MUTCD standard
   - Activation indicator LED
   - Voice narration message with adjustable volume control
   - Ambient noise detection configurable for automatic volume control
   - Configurable locator tone
   - Additional configurable features available through a mobile application
   - Functions as a normally open (N.O.) circuit

- ADA compliant
- Directional push button capable of being rotated and fixed in the required position for the application. Other button types shall be available when specified.
- Includes all necessary mounting hardware, wiring, and ADA-compliant signage. Alternative signage options shall be available when specified.
- Operating voltage range of 10 to 24 VDC
- Shall have an idle current up to 46 mA @ 12VDC
- Shall operate from -30°F to + 165°F (-34°C to +74°C)

4. Solar Power Module
   - MX 100
   - 12 VDC operation
   - System designed for 5+ year of battery life
   - Replaceable, recyclable, sealed, maintenance-free AGM batteries
   - Integrated solar and battery
   - 12.6 x 13.6 x 5.3" and 5lb
   - Top of pole mount
   - 2-2.5" perforated steel square breakaway post
   - 1-2x 7 Ah
   - 15 W
   - 2-inch 14GA perforated square Telespar pole, 2.5-inch sleeve with 2-1/2" SQ 7GA X 30-inch Heavy Duty Anchor

C. Installation and Placement

1. The RRFB shall be installed per plan
2. Upon completion of the Project, the Contractor shall verify the condition of the RRFB and replace them at City Engineers discretion

D. Structural Design

1. RRFB are to be mounted on concrete as shown on plans and per manufacturer specifications

E. Equipment Pick Up and Delivery

1. The contractor shall pick up the RRFB from 270 Bissel Place, San Jacinto, CA, 92582, and deliver them to the project site for installation.

All pole foundations shall conform to Section 32 17 23 "SIGNING, STRIPING, AND PAVEMENT MARKING"
Anchor bolts shall be adjusted to fit bolt circle.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5 working days prior to said delivery date.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

Compensation for Bid Item No. 14 "Install Solar Rectangular Rapid Flashing Beacon R920-MX100 (or Approved Equal)" shall be paid per **Each** as shown on the Bid Schedule. Payment shall include full compensation for picking up, loading, transporting, delivering, and installing City-furnished materials to the project site, including all labor, equipment, tools, and incidentals necessary to provide the materials complete and in place. No additional compensation will be allowed therefor.

END OF SECTION 34 41 16

34 71 19.13 – FIXED VEHICLE DELINEATORS
(BID ITEM No. 12 & 13)

Fixed Vehicle Delineators shall conform to the manufacturer's specifications attached in the Appendix E.

This section covers the requirements for **Bid Item No. (12 & 13)**

A. Manufacturer

1. 4955 Stout Drive, San Antonio, TX 78219
2. Phone: 210.736.4477
3. Email: info@impactrecovery.com
4. https://www.impactrecovery.com/product/omegapost/
5. Or approved equal

B. Specifications for the Delineator

The delineator shall meet the following specifications:

1. Dimensions – 2.375-inches
2. Height – 36-inches
3. Material – Weatherproof and durable materials that can be struck without causing damage to impacting vehicles
4. Color – Yellow
5. Reflective Sheeting: double delineator type V super high-intensity abrasion resistant
6. Reflective Sheeting Color: Yellow
7. Post Top: Capped, Long Squeeze
8. Spring Type: Quarter Turn
9. Base: Tuff Curb

C. Installation and Placement

1. The delineators shall be installed per plan and manufactures installation instructions
2. Upon completion of the Project, the Contractor shall verify the condition of the delineators and replace them at City Engineers discretion.

D. Structural Design

1. Delineators are to be mounted on pavement as shown on plans and per manufacturer specifications

E. Equipment Pick Up and Delivery

1. The contractor shall pick up the tuff curbs and omega posts from 270 Bissel Place, San Jacinto, CA, 92582, and deliver them to the project site for installation.

Compensation for Bid Item No. 12 "Install Yellow Tuff Curb Per Specification" shall be paid per **Each** as shown on the Bid Schedule. Payment shall include full compensation for picking up, loading, transporting, delivering, and installing City-furnished materials to the project site, including all labor, equipment, tools, and incidentals necessary to provide the materials complete and in place. No additional compensation will be allowed therefor.

Compensation for Bid Item No. 13 "Install Double Delineator OP2 Omega Post 36"" shall be paid per **Each** as shown on the Bid Schedule. Payment shall include full compensation for picking up, loading, transporting, delivering, and installing City-furnished materials to the project site, including all labor, equipment, tools, and incidentals necessary to provide the materials complete and in place. No additional compensation will be allowed therefor.

END OF SECTION 01 58 13

APPENDIX "A"

PLANS AND DRAWINGS

"THE FOLLOWING PLANS AND DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

1. (2 sheets) 1st STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE

APPENDIX "B"

CONTRACT FORMS

NOTICE OF AWARD

Date: _____

To: _____
(Bidder)

Address: _____

1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)

You are hereby notified that your Bid dated _____ for the above Contract has been considered. You are the successful bidder and have been awarded a contract for the above-named project.

The Bid Price of your contract is **$**

You must comply with the following conditions within 10 calendar days of the date of this Notice of Award; that is, by _____.

1. You must deliver to the City, the fully executed Contract for Construction.

2. You must deliver, with the executed Contract, the Payment and Performance Bonds, and all required insurance documents as specified in the Instructions to Bidders and the Special Provisions.

3. You must prepare and submit to the City, a construction schedule and a schedule of values allocating the entire Contract Price to the various portions of the Work in accordance with Article 10 of the General Conditions.

All of the above items shall be submitted to the construction manager, _____, City of San Jacinto Engineering Department.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

After you comply with the foregoing conditions, the City will return to you one fully signed counterpart of the Contract with the Contract Documents attached.

A mandatory pre-construction meeting for the contractor and all of his subs will be required prior to start of work and will be scheduled upon receipt of all contract documents.

You are required to return an acknowledged copy of this Notice of Award to the Agency.

CITY OF SAN JACINTO

_____

By:
Title:

APPENDIX "B"

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

_____ on this _____ day of _____, 20___

Contractor _____

By _____

Title _____

_____

Contractor's California License No.

_____

Expiration Date

APPENDIX "B"

NOTICE TO PROCEED

Date: _____

Contractor:
Address:
Contract No.:
Project: **1ST STREET IMPROVEMENTS FROM RAMONA BLVD TO SAN JACINTO AVE (SJ-565)**

Subject: NOTICE TO PROCEED

Dear _____:

You are hereby notified to that the Contract Time under the above Contract will commence to run on [INSERT START DATE], and the work must be complete within 18 Calendar Days thereafter.

The date of completion of the work is therefore [INSERT COMPLETION DATE]. The Contract provides for an assessment of liquidated damages for each and every calendar day after the above established contract completion date that the Work remains incomplete.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

Please contact me at [INSERT CONTACT INFO] if you have questions. We are looking forward to a mutually successful project.

CITY OF SAN JACINTO

BY: _____

Title: _____

APPENDIX "B"

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged by

_____this _____ day of _____, 20__

Contractor_____

By_____

Title_____

_____

Contractor's California License No.

_____

Expiration Date

APPENDIX "B"

CHANGE ORDER

Project: _____ Change Order Number: _____

CI Number: _____ Change Order Date: _____

Contract #: _____ Contract Date: _____

To: [INSERT CONTRACTOR NAME, CONTACT INFORMATION AND REPRESENTATIVE]

_____

THIS CHANGE ORDER FORM SHALL BE USED FOR ALL CHANGE ORDERS ASSOCIATED WITH THE WORK. NO ADDITIONS OR DELETIONS TO THIS FORM SHALL BE ALLOWED, EXCEPT WITH PERMISSION OF THE CITY OF SAN JACINTO.

The Contract is changed as follows:

[INSERT DESCRIPTION OF CHANGE]

Contractor agrees to furnish all labor, materials, equipment and services to perform the work, modified as described herein, in accordance with the Contract Documents as revised by this Change Order.

NOT VALID UNTIL SIGNED BY OWNER

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was	$_____
Net change by previously authorized Change Orders	$_____
The Contract Price prior to this Change Order was	$_____
The Contract Price will be changed by this Change Order in the amount of	$_____
The new Contract Price including this Change Order will be	$_____

In consideration of the change(s) described above, the Contract Time is adjusted as follows:

The Contract Time will be (increased) (decreased) (unchanged) by ( ) Days
The date of Completion as of the date of this Change Order therefore is ____/____/____

Attachments: [e.g., revised plans or specifications or itemized contractor proposal – if none, delete this line]

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract Price and Contract Time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order.

APPENDIX "B"

REQUESTED BY: _____ Date:_____
Contractor

ACCEPTED BY: _____ Date:_____
City (Project Manager)

APPROVED BY: _____ Date:_____
City (Contract City Engineer)

APPENDIX "C"

PREVAILING WAGE RATES – FEDERAL GENERAL DECISION

APPENDIX "D"

PURCHASE SPECIFICATION FOR A SOLAR POWERED CONNECTED CROSSWALK SYSTEM

APPENDIX "E"

TUFF CURB INSTALLATION INSTRUCTIONS