SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

105B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
November 3, 2011

SUBJECT: TENTATIVE PARCEL MAP NO. 33789, MINOR CHANGE NO. 1 - CEQA Exempt – Applicant: Bearcub Investments, LLC – First Supervisorial District – Location: Southwesterly of the terminus of Paseo De Flores – 20.22 Gross Acres - Zoning: Residential Agriculture – 10 Acre Minimum (R-A-10) - **REQUEST:** The project proposes to change a condition of approval in an approved parcel map. The condition (50.Planning .26) required the ongoing maintenance of existing avocado groves indefinitely; the revised condition allows for financial viability to be considered in regards to the ongoing maintenance.

RECOMMENDED MOTION:

RECEIVE AND FILE The Notice of Decision for the above referenced case acted on by the Directors Hearing on September 26, 2011.

THE PLANNING DIRECTOR:

APPROVED **TENTATIVE PARCEL MAP NO. 33789, MINOR CHANGE NO. 1**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

Carolyn Syms Luna
Carolyn Syms Luna
Planning Director

Initials:
CSL: ms/dm D.M.

REVIEWED BY EXECUTIVE OFFICE

DATE 11/23/11 TMG

Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.	District: First	Agenda Number: 1.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** December 6, 2011

SUBJECT: Renewal of the Revised Local Emergency Declaration for Riverside County due to the Epidemic Infestation of Bark Beetles in the Mountain Communities of Idyllwild and Pine Cove.

RECOMMENDED MOTION: That the Declaration relating to the Emergency due to the Epidemic Infestation of Bark Beetles in the Mountain Communities of Idyllwild and Pine Cove adopted as Agenda Item 3.42 on March 5, 2002, Resolution Number 2002-97, and revised on September 10, 2002 to include "severe drought and fire hazard" be renewed.

BACKGROUND: The Riverside County Fire Department has reviewed the emergency conditions necessitating the Declaration of March 5, 2002, and as revised on September 10, 2002, and finds that these conditions still exist. Government Code Section 8630 requires the Board to review the need for continuation of the Local Emergency every 14 days.

CLERK OF THE BOARD: Due to the unique circumstances and unknown duration of this situation, request that renewal of this Declaration be automatically submitted as an agenda item every 14 days until request to terminate is submitted by the Riverside County Board of Supervisors.

Jeff Stone

Supervisor Jeff Stone
Third District

Prev. Agn. Ref. Dist. AGENDA NO. 2.1

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor John J. Benoit **SUBMITTAL DATE:** December 6, 2011

SUBJECT: **COMMITTEES, COMMISSIONS AND BOARDS ACTION**

Committee or Board: **Mt. San Jacinto Winter Park Authority**

RECOMMENDED MOTION: The Board of Supervisors reappoint member to the Authority:

Type of Nomination: District No. 4

Member:

Name: John Wessman

Address: 300 South Palm Canyon Drive
Palm Springs, CA 92262

Telephone: 760-325-3050

Email: jwessman@wessmandevelopment.com

Term of Appointment: Full term expiring 9/30/2015. Underlying term is three years.

BACKGROUND/APPOINTEE INFORMATION:

Mr. Wessman has faithfully served on the Mt. San Jacinto Winter Park Authority and has expressed a desire to continue his service.

John J. Benoit
Supervisor John J. Benoit
Fourth District Supervisor

Prev.Agn.ref. **Dist. 4th** **AGENDA NO.** 2.2

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor John J. Benoit **SUBMITTAL DATE:** December 6, 2011

SUBJECT: **COMMITTEES, COMMISSIONS AND BOARDS ACTION**

Committee or Board: **Riverside County Citrus Pest Control District No. 2**

RECOMMENDED MOTION: The Board of Supervisors appoint new member to the District:

Type of Nomination: District No. 4

Member:

Name: John Gless

Address: 1441 Ravenswood Lane
Riverside, CA 92506

Telephone: 951-780-8458

Email: glessranch@aol.com

Replaces: Bruce Rucker

Term of Appointment: Remaining term expiring 9/15/2014. Underlying term is four years.

BACKGROUND/APPOINTEE INFORMATION:

John Gless, owner of Gless Ranch, has citrus operations in the Coachella Valley. John is actively involved in many agriculture-related organizations and pertinent political issues. He is a board member and past president of the Riverside County Farm Bureau, the Alternate Director for the Sunkist Growers, Inc. Board and board member for the Riverside-Corona Resource Conservation District, the Blue Banner Fruit Exchange, the Gage Canal Company, Corona College Heights Lemon & Orange Association, the California Citrus Research Board, and the Yorba Orange Growers Association. In 1997, he was the recipient of the Riverside County Farm Bureau's Robert M. Howie award for outstanding service to Riverside County Agriculture.

John J. Benoit

Supervisor John J. Benoit
Fourth District Supervisor

Prev.Agn.ref. **Dist. 4th** **AGENDA NO.** 2.3

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Benoit **SUBMITTAL DATE:** December 6, 2011

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission, or Board: **Community Service Area 51**

RECOMMENDED MOTION: The Board of Supervisors appoint member to:

Type of Nomination:	District No. 4	
Member:	Name:	Daniel Paul Rettagliata
	Address:	26631 Catalina Way Desert Center, CA 92239
	Telephone:	(760) 345-7462
Replaces:	Keith Rogers	
Date Posted or Expired:	Expired 6/11/2011	
Term of Appointment: **(or previous appointment)**	Full 4 year term ending 6/30/2015.	

BACKGROUND/APPOINTEE INFORMATION:

Mr. Rettagliata has expressed the desire to represent his community as a member of Community Service Area 51. Mr. Rettagliata is a Sergeant for the California Department of Corrections in Blythe and has a strong record of community involvement as a member of the Free and Accepted Masons, Civil Air Patrol and the Wish Catchers Foundation. Mr. Rettagliata will be excellent addition to Community Service Area 51.

John J. Benoit

John J. Benoit, 4th District Supervisor

Prev.Agn.ref. District 4 **AGENDA NO.** 2.4

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor John J. Benoit **SUBMITTAL DATE:** December 6, 2011

SUBJECT: **COMMITTEES, COMMISSIONS AND BOARDS ACTION**

Committee or Board: **IID Energy Consumers Advisory Committee**

RECOMMENDED MOTION: The Board of Supervisors reappoint member to the Committee:

Type of Nomination: District No. 4

Member:

Name: Patricia Saleh

Address: 35-220 Bandana Circle
Thousand Palms, CA 92276

Telephone: (760) 343-3885

Term of Appointment: Four year term expiring 12/1/2015.
(or previous appointment)

BACKGROUND/APPOINTEE INFORMATION:

Ms. Saleh currently serves as a productive member of the IID Energy Consumers Advisory Committee. Ms. Saleh desires to continue her service on the Committee.

John J. Benoit

Supervisor John J. Benoit
Fourth District Supervisor

Prev.Agn.ref. **Dist. 4th** **AGENDA NO.** 2.5

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor John J. Benoit **SUBMITTAL DATE:** December 6, 2011

SUBJECT: **COMMITTEES, COMMISSIONS AND BOARDS ACTION**

Committee or Board: **County Service Area 104 Advisory Committee**

RECOMMENDED MOTION: The Board of Supervisors reappoint two members:

Type of Nomination: District No. 4

Members:

Barbara Joanne Brown
22-975 Curtin Road
Sky Valley, CA 92241
Tel: 760-251-5208

Bonnie McEwen
71-370 18th Street
Sky Valley, CA 92241
Tel: 760-323-3984

Term of Appointment: Term expires June 30, 2013
(or previous appointment) Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

Ms. Brown and Ms. McEwen are productive members of CSA 104 and have expressed a desire to continue their service.

John J. Benoit
Supervisor John J. Benoit

Prev.Agn.ref. **Dist. 4th** **AGENDA NO.** 2.6

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor John J. Benoit **SUBMITTAL DATE:** December 6, 2011

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee or Board: **County Service Area 51 Advisory Committee**

RECOMMENDED MOTION: The Board of Supervisors reappoint three members:

Type of Nomination: District No. 4

Members:

Pat Aikin
44290 Shasta Drive
Desert Center, CA 92239
760-227-3453

Jonathan Chattin
44281 Shasta Drove
Desert Center, CA 92239
760-227-3433

Michael Silvey
26791 Fountain Cove
Desert Center, CA 92239
760-227-3287

Date Expired: Pat Aikin and Jonathan Chattin: June 30, 2011
Michael Silvey: June 30, 2010

Term of Appointment: Pat Aikin and Jonathan Chattin: Term expiring June 30, 2015
(or previous appointment) Michael Silvey: Term expiring June 30, 2014
Full underlying term is 4 years.

BACKGROUND/APPOINTEE INFORMATION:

Ms. Aikin, Mr. Chattin and Mr. Silvey are productive members of CSA 51 and have expressed a desire to continue their service.

John J. Benoit
Supervisor John J. Benoit

Prev.Agn.ref. **Dist. 4th** **AGENDA NO.** 2.7

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

103

FROM: EXECUTIVE OFFICE

SUBMITTAL DATE:
November 17, 2011

SUBJECT: Annual Mitigation Fee Report for Fiscal Year 2010-2011

RECOMMENDED MOTION: That the Board of Supervisors:

1. Schedule for public hearing the Annual Mitigation Fee Report to receive public comment;
2. Direct the Clerk of the Board to advertise said public hearing for January 10, 2012, at the hour of 9:30 a.m.; and,
3. Receive and File the Annual Mitigation Fee Report at the conclusion of the hearing.

BACKGROUND: The attached Annual Mitigation Fee Report is submitted pursuant to the statutory requirements of California Government Code 66006(b)(1), amendment effective January 1, 1997. The code requires all local agencies having established mitigation fees to prepare an annual report summarizing development mitigation account and funding information. Section 66006(b)(2) requires that the local agency review the information at its next regularly scheduled meeting not less than fifteen days after the report is made available to the public.
(Continued on Page 2)

Serena Chow

Serena Chow
Senior Management Analyst

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	10-11

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Christopher M. Hans

Christopher M. Hans

County Executive Office Signature

Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.:

District: All

Agenda Number: 2.8

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

This report includes all the fiscal activity (e.g., expenditures, receipts and refunds) that occurred during the 2010-2011 fiscal year. The Signal Mitigation Fees were increased in line with the publicly-published Construction Cost Index and the percentage of increase to the fees is included within the annual report. In addition, the Developer Agreement Fees were increased in line with the publicly- published Consumer Price Index.

On July 14, 2009, the Board of Supervisors authorized a one-year temporary reduction of DIF fees by 50% (Item 3.80). The reduction was extended to August 2011 on July 27, 2010 (Item 3.85) and extended a second time on August 16, 2011 (Item 3.84).

The Annual Mitigation Fee Report contains financial information on the following fees:

- Development Mitigation Fee
- Jurupa Community Plan Mitigation Fee
- Development Impact Fee
- Interim Open Space Mitigation Fees
- Developer Agreement Fee
- Road/Bridge Benefit District Fee
- Signal Mitigation Fee
- Fire Department Mitigation Fee

COUNTY OF RIVERSIDE
ANNUAL MITIGATION FEE REPORT
FISCAL YEAR 2010-2011

SUBMITTED BY THE COUNTY EXECUTIVE OFFICE

For more information, please call
Serena Chow, Senior Management Analyst, at (951) 955-1110

ATTACHMENTS

ATTACHMENT A -- ORDINANCE 659.5 MITIGATION FEES

ATTACHMENT B -- JURUPA COMMUNITY PLAN MITIGATION FEE

ATTACHMENT C -- ORDINANCE 659.7 DEVELOPMENT IMPACT FEES

ATTACHMENT D -- ORDINANCE 810.1 INTERIM OPEN SPACE MITIGATION FEES

ATTACHMENT E -- DEVELOPER AGREEMENT FEES

ATTACHMENT F -- TRANSPORTATION DEPARTMENT MITIGATION FEES

ATTACHMENT G -- TRANSPORTATION DEPARTMENT SIGNAL MITIGATION FEES

ATTACHMENT H -- FIRE DEPARTMENT MITIGATION FEES

ATTACHMENT A

TABLES AND SUPPORTING ATTACHMENTS SUMMARIZING ORDINANCE 659.5 MITIGATION FEES

ANNUAL REPORT FOR DEVELOPMENT (DM) MITIGATION FEES
FY 2010/2011

Brief Description of Fee

In July 1988, the Board of Supervisors adopted Ordinance No. 659 establishing a county-wide (unincorporated area only) development mitigation fee for residential development. The purpose of this fee was to finance the construction of county facilities necessary to accommodate future residential growth in the county. Fee revenues were also used for the procurement of parklands and the development of recreational trails. Development mitigation fees are no longer collected and have been superseded with the passage of Ordinance 659.6, development impact fees.

Amount of the Fee

Fees are no longer collected for Ordinance 659.5.

Detailed Procedures of the Duties and Responsibility of each County Staff Member Necessary to Implement Ordinance 659.5

As stated above, fees are no longer collected for Ordinance 659.5. For remaining unspent Ordinance 659.5 funds, an analyst within the Executive Office is responsible for the accounting and disbursement of Ordinance 659.5 funds. The analyst verifies the fund balance against the monthly financial reports or through electronic query reports available within the county's financial system. Administration and disbursement of the monthly financial reports are overseen by the County of Riverside Auditor-Controller's Office.

An authorization for use of funds is generated through Board agenda submittal and approved by the County of Riverside Board of Supervisors. The analyst coordinates payment made through the financial system by the Executive Office accounting staff. After review for appropriateness of payment, the accounts payable staff within the County of Riverside Auditor-Controller's Office releases the check for payment.

COUNTY OF RIVERSIDE EXECUTIVE OFFICE
DEVELOPMENT MITIGATION FEES FOR FY 10-11

	TABLE NO. 1
TYPE OF FEE	DEVELOPMENT MITIGATION FEES
AMOUNT OF FEE:	(See Ordinance 659.7 for fee schedule)

DESCRIPTION FUND NO. FY 10-11 (Project)	FUND NAME (1)	BEGINNING BALANCE 07/01/10	FEES COLLECTED FY 10-11	REFUNDS FY 10-11	INTEREST EARNED FY 10-11	PROJECT EXPENDITURES FY 10-11	ENDING BALANCE 06/30/11
30546	CDM-HC-SD-3	0.00	0.00	0.00	0.00	0.00	0.00
30548	CDM-PF-RSA-49	0.00	0.00	0.00	0.00	0.00	0.00
30549	CDM-PF-SD-3	0.00	0.00	0.00	0.00	0.00	0.00
30550	CDM-PF-SD-4	250,742.95	0.00	0.00	1,850.74	0.00	252,593.69
30551	CDM-RT-SD-1	0.00	0.00	0.00	0.00	0.00	0.00
30552	CDM-RT-SD-3	0.00	0.00	0.00	0.00	0.00	0.00
30600	CDM-HC-SD-1	0.00	0.00	0.00	0.00	0.00	0.00
31150	CDM-PF-COW	0.00	0.00	0.00	0.00	0.00	0.00
31280	CDM-RP-SD-1	0.00	0.00	0.00	0.00	0.00	0.00
31360	CDM-RT-SD-4	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		250,742.95	0.00	0.00	1,850.74	0.00	252,593.69

Notes: (1) Please see below for an abbreviation key of terms.

ABBREVIATION KEY:

CDM	County Development Mitigation
PF	Public Facilities
RP	Regional Parks
RT	Regional Trails
HC	Habitat Conservation & Open Space
SD	Supervisorial District

ATTACHMENT B

TABLE AND SUPPORTING ATTACHMENT SUMMARIZING JURUPA COMMUNITY PLAN MITIGATION FEE

ANNUAL REPORT FOR JURUPA COMMUNITY PLAN DEVELOPMENT MITIGATION FEE FY 2010/2011

Brief Description of Fee

On December 17, 1991, the Board of Supervisors established the Jurupa Law Enforcement Mitigation Fee to finance a new Northwest Sheriff Station. On April 1, 1997, the Board of Supervisors authorized the County of Riverside Redevelopment Agency to advance the funds to construct the station and to be reimbursed by the Jurupa Community Plan Development Mitigation Fee. The fund balance is used to offset debt service payments.

Amount of the Fee

Fees are $100 per residential unit.

Detailed Procedures of the Duties and Responsibility of each County Staff Member Necessary to Implement the Jurupa Community Plan Development Mitigation Fee

An analyst within the Executive Office is responsible for the accounting and disbursement of Jurupa Community Plan Development Mitigation Fees. The analyst verifies the fund balance against the monthly financial reports or through electronic query reports available within the county's financial system. Administration and disbursement of the monthly financial reports are overseen by the County of Riverside Auditor-Controller's Office.

The analyst coordinates the payment of debt service to the County of Riverside Asset Leasing Corporation (CORAL), and is facilitated through the use of the financial system by the Executive Office accounting staff. After review for appropriateness of payment, the accounts payable staff within the County of Riverside Auditor-Controller's Office authorizes the transfer of funds.

COUNTY OF RIVERSIDE EXECUTIVE OFFICE
COMMUNITY PLAN DEVELOPMENT MITIGATION FEES FOR 2010/11

	TABLE NO. 2
TYPE OF FEE	COMMUNITY PLAN DEVELOPMENT MITIGATION FEE
AMOUNT OF FEE:	$100 Per Residential Unit

DESCRIPTION FUND NO. FY 10-11 (Current Project)	FUND NAME	BEGINNING BALANCE 07/01/10	MIT FEES COLLECTED FY 10-11	REFUNDS FY 10-11	INTEREST EARNED FY 10-11	PROJECT EXPENDITURES (1) FY 10-11	ENDING BALANCE 06/30/11
30580	JURUPA COMM PLAN	645,105.35	4,400.00	-	3,847.56	410,097.88	243,255.03

Notes:

(1) Expenditures for FY 10-11

Description	Expended FY 10-11	Prior Year Expended	Percent Funded w/ Fees
Northwest (Jurupa) Sheriff Station Debt Service	410,097.88	-	100%

ATTACHMENT C

TABLES AND SUPPORTING ATTACHMENTS SUMMARIZING ORDINANCE 659.7 DEVELOPMENT IMPACT FEES

ANNUAL REPORT FOR DEVELOPMENT IMPACT FEES (DIF)
FY 2010-2011

Brief Description of Fee

The Development Impact Fees (DIF) program was adopted as Ordinance 659.6 on September 11, 2001, which became effective sixty (60) days after the adoption. DIF are collected and used to address impacts caused by new development. Fee revenue is to be used towards facilities and open space identified on the Public Facilities Needs List to the Year 2010. An amendment to the DIF fees was adopted as Ordinance 659.7 on September 12, 2006, and became effective sixty (60) days after the adoption. The amendment included the adjustment of DIF fees to include a surface mining operations category, an updated public facilities needs list, and building cost adjustments.

On March 25, 2008, the Board of Supervisors authorized the cessation of the collection of 4th District Conservation Land Bank DIF fees to coincide with the effective date of county Ordinance 875, the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Mitigation Fee.

On July 14, 2009, the Board of Supervisors authorized the temporary reduction of DIF fees by 50% through Ordinance 659.8 commencing on August 20, 2009 and ending on August 20, 2010. The temporary reduction was extended by one year through the Board's approval of Ordinance 659.9 on July 27, 2010. The temporary reduction was extended an additional year on August 16, 2011.

Amount of the Fee

Please see Exhibit A for a listing of the current fees.

Detailed Procedures of the Duties and Responsibility of each County Staff Member Necessary to Implement Ordinance 659.7

The Development Impact Fee may be imposed as a condition of approval after an application for a building permit has been received by the Transportation and Land Management Agency (TLMA) for construction within the County of Riverside. This condition of approval is dependent upon the type of building permit requested and the area where the project site is located. A land use technician at TLMA will identify the need to impose the condition of approval by utilizing the Geographic Information System (GIS). The condition of approval is attached to the building permit in the Land Management System (LMS). This prevents a final inspection from occurring without the fees being collected. Prior to requesting a final inspection, the applicant must submit payment to the TLMA cashier. The final inspection may occur once the fee has been collected from the permit applicant and any other applicable fees and conditions have been met.

TLMA processes a deposit into the appropriate DIF fund(s) after the fee has been paid. The record of deposit is sent to an analyst within the County of Riverside Executive Office. The County of Riverside Executive Office is responsible for the accounting and disbursement of fees collected. Deposits are verified to ensure the proper recording of cash receipts to the proper fund. The analyst verifies deposits against the monthly financial reports or through electronic query reports now available within the county's financial system. The County Executive Officer, or his designee, is responsible for the overall policy and implementation of the Development Impact Fee (DIF) program.

Disbursement from the DIF funds can only be used for those projects or facilities identified through the Public Facilities Needs List to the Year 2010. An authorization to disburse from the DIF funds is generated through Board agenda submittal and approval by the County of Riverside Board of Supervisors. Once authorization has been received, the analyst coordinates with the requesting department to verify where and when payment should be made. Direction to make payment is given to the Executive Office accounting staff by the analyst per Board of Supervisors' direction. Payment is made through the financial system by the Executive Office accounting staff. After review for appropriateness of payment, the accounts payable staff within the County of Riverside Auditor-Controller's Office releases the check for payment.

EXHIBIT A

The DIF fee amounts assessed from July 1, 2010 through June 30, 2011 within each Area Plan below were reduced by 50%:

Area Plan 1	Jurupa	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$1,001	$791	$3,726	$1,946	$1,713
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$60	$50	$253	$111	$33
	Total	$4,613	$3,842	$24,517	$12,552	$6,600

Area Plan 2	Coachella – Western	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,535	$1,284	$6,694	$2,789	$283
b	Fire Facilities	$1,053	$882	$7,307	$3,039	$304
c	Transportation – Roads, Bridges, Major Improvements	$1,879	$1,336	$6,992	$3,653	$3,214
d	Transportation – Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0

f	Regional Parks	$526	$440	$2,114	$879	$88
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$342	$286	$1,375	$572	$57
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$87	$70	$376	$167	$58
	Total	$6,183	$4,962	$31,829	$15,977	$8,297

Area Plan 3	**Highgrove / Northside / University City**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$30	$24	$112	$59	$52
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$46	$39	$200	$83	$9
	Total	$3,628	$3,064	$20,850	$10,637	$4,915

Area Plan 4	**Reche Canyon / Badlands**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211

b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$30	$24	$112	$59	$52
d	Transportation – Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$46	$39	$200	$83	$9
	Total	$3,628	$3,064	$20,850	$10,637	$4,915

Area Plan 5	**Eastvale**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$223	$176	$830	$433	$381
d	Transportation – Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$230	$192	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$52	$44	$211	$89	$14

		Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
	Total	$4,057	$3,413	$21,579	$11,017	$5,249

Area Plan 6	**Temescal Canyon**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$507	$401	$1,888	$986	$868
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$299	$250	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$58	$48	$226	$97	$21
	Total	$4,416	$3,700	$22,652	$11,578	$5,743

Area Plan 7	**Woodcrest / Lake Matthews**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$1,477	$1,167	$5,499	$2,873	$2,528
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94

g	Community Centers/Parks	$45	$38	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$68	$56	$279	$124	$45
	Total	$5,142	$4,262	$26,316	$13,492	$7,427

Area Plan 8	**March Air Force Base**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$0	$0	$0	$0	$0
d	Transportation – Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$46	$38	$199	$82	$8
	Total	$3,598	$3,039	$20,737	$10,577	$4,862

Area Plan 9	**Desert Center / CV Desert**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,535	$1,284	$6,694	$2,789	$283
b	Fire Facilities	$1,053	$882	$7,307	$3,039	$304

c	Transportation – Roads, Bridges, Major Improvements	$0	$0	$0	$0	$0
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$526	$440	$2,114	$879	$88
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$342	$286	$1,375	$572	$57
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$60	$50	$273	$114	$11
	Total	$4,277	$3,606	$24,734	$12,271	$5,036

Area Plan 10	**Upper San Jacinto Valley**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$125	$99	$467	$244	$215
d	Transportation – Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$661	$661	$1,322	$1,322	$1,322
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$57	$49	$225	$105	$31
	Total	$4,395	$3,810	$22,552	$12,166	$6,422

Area Plan 11	REMAP	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$0	$0	$0	$0	$0
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$46	$38	$199	$82	$8
	Total	$3,598	$3,039	$20,737	$10,577	$4,862

Area Plan 12	Lakeview / Nuevo	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$246	$194	$915	$478	$421
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0

h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$49	$41	$212	$89	$14
	Total	$3,847	$3,236	$21,665	$11,062	$5,289

Area Plan 13	**Mead Valley / Good Hope**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$2,165	$1,710	$8,058	$4,209	$3,704
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$350	$293	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$114	$114	$227	$227	$227
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$84	$69	$320	$147	$66
	Total	$6,265	$5,187	$29,143	$15,078	$8,851

Area Plan 14	**Palo Verde Valley**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,535	$1,284	$6,694	$2,789	$283
b	Fire Facilities	$1,053	$882	$7,307	$3,039	$304
c	Transportation – Roads, Bridges, Major	$2,422	$1,722	$9,016	$4,710	$4,145

	Improvements					
d	Transportation – Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$526	$440	$2,114	$879	$88
g	Community Centers/Parks	$66	$55	$0	$0	$0
h	Regional Multipurpose Trails	$342	$286	$1,375	$572	$57
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$96	$76	$402	$183	$72
	Total	$6,801	$5,409	$33,879	$17,050	$9,242

Area Plan **15**	**Greater Elsinore**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$549	$434	$2,044	$1,068	$940
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$65	$55	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$55	$46	$228	$98	$22
	Total	$4,221	$3,536	$22,810	$11,661	$5,816

Area Plan 16	Highway 74 / 79	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$0	$0	$0	$0	$0
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$46	$38	$199	$82	$8
	Total	$3,598	$3,039	$20,737	$10,577	$4,862

Area Plan 17	Sun City / Menifee Valley	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$1,564	$1,236	$5,823	$3,042	$2,677
d	Transportation – Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53

i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$69	$56	$284	$127	$47
	Total	$5,185	$4,293	$26,645	$13,664	$7,578

Area Plan 18	Coachella - Eastern	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,535	$1,284	$6,694	$2,789	$283
b	Fire Facilities	$1,053	$882	$7,307	$3,039	$304
c	Transportation – Roads, Bridges, Major Improvements	$2,368	$1,683	$8,813	$4,604	$4,051
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$526	$440	$2,114	$879	$88
g	Community Centers/Parks	$298	$249	$0	$0	$0
h	Regional Multipurpose Trails	$342	$286	$1,375	$572	$57
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$99	$78	$402	$181	$71
	Total	$6,982	$5,566	$33,676	$16,942	$9,147

Area Plan 19	Southwest Area Plan (SWAP)	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,207	$1,011	$5,163	$2,112	$211
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major	$39	$31	$145	$76	$67

	Improvements					
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$0	$0	$0	$0	$0
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$46	$39	$201	$83	$9
	Total	$3,637	$3,071	$20,884	$10,654	$4,930

Area Plan 20	**San Gorgonio Pass**	Single Family Residential ($ per dwelling unit)	Multi-Family Residential ($ per dwelling unit)	Commercial ($ per acre)	Industrial ($ per acre)	Surface Mining ($ per acre)
a	Public Facilities	$1,265	$1,070	$5,828	$2,442	$244
b	Fire Facilities	$705	$590	$4,879	$2,035	$203
c	Transportation – Roads, Bridges, Major Improvements	$757	$598	$2,820	$1,473	$1,296
d	Transportation - Signals	$420	$378	$6,971	$4,878	$4,293
e	Conservation and Land Bank	$0	$0	$0	$0	$0
f	Regional Parks	$563	$472	$2,259	$942	$94
g	Community Centers/Parks	$0	$0	$0	$0	$0
h	Regional Multipurpose Trails	$316	$264	$1,266	$528	$53
i	Flood Control	$524	$524	$1,571	$1,571	$1,571
j	Library Books	$341	$286	$0	$0	$0
k	Fee Program Administration	$65	$56	$272	$132	$51
	Total	$4,956	$4,238	$25,866	$14,001	$7,805

TABLE NO. 3
COUNTY OF RIVERSIDE EXECUTIVE OFFICE
DEVELOPMENT IMPACT FEES FOR FY 2010/2011

TYPE OF FEE DEVELOPMENT IMPACT FEES

DESCRIPTION FUND NO. FY 10-11 (Project)	FUND NAME (1)	BEGINNING BALANCE 07/01/10	FEES COLLECTED FY 10-11	REFUNDS FY 10-11	INTEREST EARNED FY 10-11	PROJECT EXPENDITURES FY 2010-11 (2)(3)	ENDING BALANCE 06/30/11	VARIANCE
30501	PF-COW	20,616,452.55	350,354.55	3,471.00	153,068.44	-	21,116,404.54	-
30502	ERC-TSF	2,628,288.14	111,536.70	-	19,558.24	35,660.41	2,723,722.67	-
30503	WRC-TSF	12,220,305.99	285,684.42	2,664.00	90,506.68	1,746,807.47	10,847,025.62	-
30504	ERC-FFF	3,721,946.42	110,445.65	-	26,676.02	1,194,852.64	2,664,215.45	-
30505	WRC-FFF	22,225,047.92	355,251.24	4,377.50	163,534.58	2,312,723.09	20,426,733.15	-
30506	PF-AP20	41,752.67	116.00	57.00	308.42	-	42,120.09	-
30507	RBI-AP1	842,335.21	15,365.94	-	6,281.09	-	863,982.24	-
30508	RBI-AP2	3,907,598.56	113,831.03	-	28,555.17	957,474.66	3,092,510.10	-
30509	RBI-AP3*	105.40	3.24	-	0.78	-	109.42	-
30510	RBI-AP8	-	-	-	-	-	-	-
30511	RBI-AP7	559,915.71	44,722.37	8,123.50	4,288.54	27,466.66	573,336.46	-
30512	RBI-AP6	1,787,182.51	23,027.20	-	12,842.24	198,806.59	1,624,245.36	-
30513	RBI-AP5	3,580,856.87	40,045.10	-	26,555.49	929,475.48	2,717,981.98	-
30514	RBI-AP4*	111.20	32.24	-	0.84	-	144.28	-
30515	RBI-AP10	284,665.11	194.50	-	2,101.85	-	286,961.46	-
30516	RBI-AP9	430.99	-	-	3.19	-	434.18	-
30517	RBI-AP11	399,079.84	-	-	2,945.58	-	402,025.42	-
30518	RBI-AP12	549,718.70	323.97	-	4,018.62	13,362.15	540,699.14	-
30519	RBI-AP17	4,846,207.38	25,806.00	-	35,862.06	-	4,907,875.44	-
30520	RBI-AP16	372,802.94	-	-	2,751.63	-	375,554.57	-
30521	RBI-AP15	1,709,890.79	9,286.50	-	12,579.87	67,097.72	1,664,659.44	-
30522	RBI-AP14	59,586.23	1,211.00	-	444.38	-	61,241.61	-
30523	RBI-AP13	1,071,288.22	19,506.32	-	7,953.59	-	1,098,748.13	-
30524	RBI-AP18	850,600.12	4,736.00	-	6,383.00	16,101.81	845,617.31	-
30525	RBI-AP19	5,574,767.63	5,000.70	-	40,731.02	521,101.86	5,099,397.49	-
30526	CC/PF-AP5	1,302,298.00	41,285.00	-	9,748.71	-	1,353,331.71	-
30527	ERC-RPF	949,795.88	34,276.08	-	3,902.45	941,961.70	46,012.71	-
30528	WRC-RPF	8,058,237.47	260,152.30	3,588.50	58,357.38	857,142.80	7,516,015.85	-
30529	CLB-SD 4	904,649.03	-	-	6,677.17	-	911,326.20	-
30530	RBI-AP20	347,364.97	1,514.00	-	2,567.31	-	351,446.28	-
30531	CC/PF-AP14	388.37	33.00	-	3.00	-	424.37	-

TABLE 3 - PAGE 2
DEVELOPMENT IMPACT FEES FOR FY 2010-2011

DESCRIPTION FUND NO. FY 10-11 (Project)	FUND NAME (1)	BEGINNING BALANCE 07/01/10	FEES COLLECTED FY 10-11	REFUNDS FY 10-11	INTEREST EARNED FY 10-11	PROJECT EXPENDITURES FY 2010-11 (2)(3)	ENDING BALANCE 06/30/11	VARIANCE
30532	CC/PF-AP7	146,590.55	1,350.00	247.50	1,086.71	-	148,779.76	-
30533	WR-MTF	8,586,887.71	145,972.81	2,029.00	62,452.90	406,118.20	8,387,166.22	-
30534	CC/PF-AP18	41,744.77	596.00	-	310.72	-	42,651.49	-
30535	CC/PF-AP15	216,182.41	1,170.00	-	1,596.31	-	218,948.72	-
30536	CC/PF-AP6	765,995.98	7,176.00	-	5,671.35	-	778,843.33	-
30537	FCF-AP5	894,971.06	-	-	6,605.75	-	901,576.81	-
30538	FCF-AP10	1,057.62	1,011.33	-	78.20	-	2,147.15	-
30539	ERC-MTF	1,109,283.87	22,294.44	-	8,221.15	-	1,139,799.46	-
30540	FCF-AP13	236,501.08	920.58	-	1,747.63	-	239,169.29	-
30541	FCF-AP20	1,489.38	1,048.00	442.00	89.96	-	2,185.34	-
30542	WC-LBF**	4,306,835.05	198,250.76	2,173.50	30,820.01	710,063.69	3,823,668.63	-
30543	EC-LBF**	58,908.88	3,580.50	-	221.61	60,365.76	2,345.23	-
30544	ERC-PF	2,921,599.77	43,182.08	-	21,635.72	-	2,986,417.57	-
30545	WRC-PF*	6,296,396.56	275,696.94	4,055.50	47,222.91	-	6,615,260.91	-
30568	CC/PF-AP13	27,202.51	2,450.00	-	205.41	-	29,857.92	-
11062	CDPA	1,060,793.41	30,917.66	444.00	7,364.06	375,495.64	723,135.49	-
	TOTAL	126,086,111.43	2,589,358.15	31,673.00	924,537.74	11,372,078.33	118,196,255.99	0.00

Notes:
(1) Please see page 6 of this report for the description of each fund.
(2) Please see page 3 of this report for detailed project expenditures for FY 10-11
(3) Please see page 5 for committed projects for which funds have not been expended yet:
(4) Expenses for the DIF Program Administration Fund are budgeted on a year by year basis. Therefore, the percentage funded by fees represent FY 10-11 expenses against FY 10-11's budget.

* Interfund loan from Western Riverside County Public Facilities Fund 30545

To Fund:	30509	Pedley Transportation Maintenance Yard
Amount:	115,397.34	FY 06/07
	1,850.00	FY 07/08
	2,000.00	FY 08/09
Terms:	Receipts plus accrued interest until repaid	
To Fund:	30514	Pedley Transportation Maintenance Yard
Amount:	41,135.29	FY 06/07
	650.00	FY 07/08
	500.00	FY 08/09
Terms:	Receipts plus accrued interest until repaid	

** Interfund loan from Western Riverside County Library Book Fund 30542

To Fund:	30543	Eastern Riverside County Library Books
Amount:	51,585.83	FY 06/07
	(51,585.83)	FY 10-11 loan repayment
Terms:	Receipts plus accrued interest until repaid	

TABLE 3 - PAGE 3
DEVELOPMENT IMPACT FEES FOR FY 20010-11

	Description	Fund	DIF Commitment*	FY 10-11 Expended	Prior Years Expended	Completed	Total by Fund	Funded w/ Fees	Type of Expenditure
1	Smith Correctional Facility	30501	6,585,660.00	-	6,585,660.00	Yes	-	100%	Jail Construction
2	Offset for incoming revenue transfer	30501	N/A	-	10.00	N/A	-	N/A	N/A
3	Eastern County Traffic Signals	30502	2,418,000.00	35,660.41	332,262.34	No	35,660.41	15%	Traffic Signal Constr.
4	Western County Traffic Signals	30503	14,772,348.00	1,746,807.47	11,489,303.74	No	1,746,807.47	90%	Traffic Signal Constr.
5	Various Eastern County Fire Stations	30504	3,518,500.00	1,194,852.64	-	No	1,194,852.64	100%	Fire Station Constr.
6	Various Western County Fire Stations	30505	19,100,000.00	2,312,723.09	6,966,646.61	No	2,312,723.09	49%	Fire Station Constr.
7	Pedley Transportation Maintenance Yard	30507	595,450.00	-	595,450.00	Yes			Construction Costs
8	Jurupa Rd. Improvement	30507	500,000.00	-	500,000.00	Yes	-	100%	Road Improvements
9	SR 60/Rubidoux	30507	500,000.00	-	7,750.00	No			Road Improvements
10	Ramon Rd Widening	30508	700,000.00	-	700,000.00	Yes		100%	Road Improvements
11	I-10 and Gene Autry/Palm Drive Interchange	30508	1,300,000.00	800,000.00	-	No			Road Improvements
12	Indian Avenue at I-10 Interchange	30508	215,000.00	98,034.66	-	No	957,474.66		Road Improvements
13	Ramon Road/Bob Hope Drive	30508	255,164.00	19,440.00	-	No			Road Improvements
14	Varner Road at Monterey/Berkeley	30508	40,000.00	40,000.00	-	Yes			Road Improvements
15	Pedley Transportation Maintenance Yard	30509	130,418.00	-	130,418.00	Yes	-	100%	Construction Costs
16	El Sobrante Road Widening	30511	380,000.00	-	380,000.00	Yes			Road Improvements
17	La Sierra Street Widening	30511	1,500,000.00	-	1,500,000.00	Yes	27,466.66	100%	Road Improvements
18	Van Buren Widening	30511	200,000.00	-	70,983.31	No			Road Improvements
19	A Street Fairway Drive	30511	200,000.00	27,466.66	-	No			Road Improvements
20	Indian Truck Trail	30512	645,000.00	198,806.59	156,989.17	No	198,806.59	100%	Road Improvements
21	Pedley Transportation Maintenance Yard	30513	61,274.00	-	61,274.00	Yes	929,475.48	100%	Construction Costs
22	River Road Bridge (Eastvale)	30513	1,930,000.00	929,475.48	1,000,000.00	Yes			Construction Costs
23	Pedley Transportation Maintenance Yard	30514	85,932.00	-	85,932.00	Yes	-	100%	Construction Costs
24	I-215/Ramona Expressway	30518	112,000.00	13,362.15	25,207.31	No	13,362.15	34%	Construction Costs
25	Scott Road Interchange	30519	2,000,000.00	-	1,826,869.65	Yes	-	91%	Construction Costs
26	Ethanac Road-Matthews to Hwy 74	30520	70,000.00	-	15,197.38	No	-	22%	Construction Costs
27	I-15/Indian Truck Trail	30521	600,000.00	67,097.72	-	No	67,097.72	11%	Construction Costs
28	Highway 86/66th Street	30524	500,000.00	16,101.81	483,898.19	Yes	16,101.81	100%	Construction Costs
29	Rancho CA Rd Roundabout	30525	600,000.00	266,224.63	301,898.12	Yes	521,101.86	95%	Construction Costs
30	I-15 Interchange/Clinton Keith	30525	4,000,000.00	254,877.23	51,505.61	No			
31	Eastvale Community Center	30526	3,740,000.00	-	1,516,210.00	No	-	41%	Land Acquisition
32	Lake Cahuilla Regional Park Expansion	30527	4,566,458.00	941,961.70	1,052,432.07	No	941,961.70	21%	Construction Costs
33	Mayflower Regional Park Expansion	30527			514,362.59	No			Construction Costs
34	Hurkey Creek Park Expansion	30528	530,000.00	-	271,500.00	No		51%	Consult./Planning Costs
35	Hurkey Creek Park Restroom	30528	636,500.00	-	636,500.00	Yes		100%	Design/Planning Costs
36	Hurkey Creek Park Restroom	30528	383,000.00	-	5,000.00	No		1%	Design/Planning Costs
37	Bogart Park Expansion	30528	115,480.00	-	115,480.00	Yes		100%	Design/Planning Costs
38	Rancho Jurupa Park Expansion	30528	2,632,218.00	-	2,632,218.00	Yes		100%	Construction Costs
39	Rancho Jurupa Park Expansion	30528	9,798,284.95	669,223.99	9,129,060.96	Yes		100%	Construction Costs
40	Jensen Alvarado Ranch & Museum	30528	190,000.00	-	190,000.00	Yes	857,142.80	100%	Consult/Planning Costs
41	Wildomar Park Expansion	30528	1,700,000.00	-	934,534.69	No		55%	Construction Costs
42	Lake Skinner Recreation Expansion	30528	5,777,961.00	105,777.75	4,071,735.62	No		72%	Construction Costs
43	San Timoteo Schoolhouse Expansion	30528	319,729.00	10,246.47	33,708.83	No		14%	Construction Costs
44	Lawler Lodge Expansion	30528	456,756.00	-	43,778.05	No		10%	Construction Costs
45	Santa Rosa Plateau Visitor Center	30528	593,783.00	71,894.59	64,403.38	No		23%	Construction Costs
46	Gilman Springs Historic Ranch Expansion	30528	1,335,572.00	-	975,157.46	No		73%	Construction Costs

TABLE 3 - PAGE 4
DEVELOPMENT IMPACT FEES FOR FY 2009-2010

47	SR-60/Potero Road	30530	150,000.00	-	99,981.24	No	-	67%	Construction Costs
48	Cherry Valley Bridge	30530	44,000.00	-	44,000.00	Yes		100%	Construction Costs
49	Ripley Community Center	30531	8,216.00	-	8,216.00	Yes	-	100%	Construction Costs
50	Temescal Trail Expansion	30533	500,000.00	-	156,966.00	No		31%	Construction Costs
51	Santa Ana River Trail Expansion	30533	7,200,412.00	188,318.40	6,318,593.36	No		90%	Planning/Constr Costs
52	Santa Ana River Trail Expansion	30533	39,900.00	-	39,900.00	Yes		100%	Design/Planning Costs
53	Box Springs Trail Expansion	30533	250,000.00	-	236,413.69	No		95%	Construction Costs
54	Lake Skinner Trail Expansion	30533	1,000,000.00	21,684.07	341,248.88	No	406,118.20	36%	Construction Costs
55	Bain Street Trail	30533	650,000.00	55,340.68	363,834.33	No		64%	Construction Costs
56	Hartford Springs Trail	30533	1,050,000.00	140,775.05	3,539.25	No		14%	Construction Costs
57	Highgrove Trail	30533	500,000.00	-	1,736.08	No		0%	Construction Costs
58	Trails Implementation Plan - Western	30533	40,000.00	-	8,295.29	No		21%	Planning Costs
59	North Shore Community Center	30534	73,560.00	-	73,560.00	Yes	-	100%	Construction Costs
60	Home Gardens Library/Community Center Exp	30636	279,549.00	-	279,549.00	Yes	-	100%	Construction Costs
61	Flood Control Improvements - Eastvale Stage 1	30537	135,916.00	-	135,916.00	Yes	-	100%	Construction Costs
62	Flood Control Improvements - Eastvale Stage 2	30537	1,363,028.15	-	1,363,028.15	Yes	-	100%	Construction Costs
63	Flood Control Improvements - San Jacinto Stg 1	30538	19,456.00	-	19,456.00	Yes	-	100%	Construction Costs
64	Flood Control Improvements - San Jacinto Stg 2	30538	386,661.92	-	386,661.15	Yes	-	100%	Construction Costs
65	Flood Control Improvements - San Jacinto Stg 4	30538	60,103.66	-	60,103.66	Yes	-	100%	Construction Costs
66	Trials Implementation Plan - Eastern	30539	10,000.00	-	5,000.00	No		50%	Design/Planning Costs
67	Whitewater Trail Expansion	30539	150,000.00	-	150,000.00	Yes	-	100%	Design/Planning Costs
68	Lake Cahuilla Trail Expansion	30539	505,000.00	-	378,000.00	No		75%	Design/Planning Costs
69	Flood Control Improvements - Noble Creek Stg 1	30541	47,569.00	-	47,569.00	Yes		100%	Construction Costs
70	Flood Control Improvements - Noble Creek Stg 2	30541	181,648.86	-	181,648.86	Yes		100%	Construction Costs
71	Flood Control Improvements - Noble Creek Stg 4	30541	69,301.26	-	69,301.26	Yes	-	100%	
72	Library Books - Western County	30542	24,889,528.00	710,063.69	10,570,145.65	No*	710,063.69	45%	Books
73	Library Books - Eastern County	30543	1,369,803.00	60,365.76	1,171,876.90	No*	60,365.76	90%	Books
74	La Quinta Library	30544	8,663,961.55	-	590,863.00	Yes	-	7%	Construction Costs
75	D.A./P.D. Office Expansion	30545	3,440,000.00	-	3,440,000.00	No		100%	Design/Planning Costs
76	1933 Historic Courthouse	30545	650,000.00	-	650,000.00	Yes		100%	Construction Costs
77	Perris Sheriff Station (Fuel & Car Wash)	30545	1,500,000.00	-	1,125,196.94	Yes		75%	Construction Costs
78	Loan to 30509 & 30514	30545	2,500.00	-	2,500.00	Yes	-	100%	Loan
79	Woodcrest Library	30545	330,000.00	-	330,000.00	Yes		100%	Design/Planning Costs
80	Southwest Justice Center Courts	30545	10,042,439.00	-	10,042,439.00	Yes		100%	Construction Costs
81	Salaries and Benefits	11062	446,067.00	315,886.85	1,113,773.38	No (4)		71%	Administration Fee
82	Professional Services	11062	60,000.00	59,608.79	426,927.07	No (4)	375,495.64	99%	Consultant
83	Administrative Expense	11062	3,471.00	-	443,944.98	No (4)		0%	IT, Printing, Public Notices
	Total		162,402,579.35	11,372,078.33	96,133,521.20		11,372,078.33	7%	

TABLE 3 - PAGE 5
DEVELOPMENT IMPACT FEES FOR FY 2010-2011

Description	Fund	DIF Commitment	Completed
Sheriff Administration Building	30501	2,300,000.00	No
Ramon Rd Widening/Reconstruction	30508	306,499.00	No
I-15/El Cerrito Road Improvements	30512	100,000.00	No
Ramona Expressway Bridge	30515	100,000.00	No
SR 371 Improvements	30517	41,000.00	No
Cajalco Expressway	30523	115,000.00	No
Good Hope MDP Line A Flood Facility	30540	98,013.00	No
		3,060,512.00	

TABLE 3 PAGE 6
COUNTY OF RIVERSIDE EXECUTIVE OFFICE
FUND DESCRIPTION OF DEVELOPMENT IMPACT FEES

FUND NO.	FUND NAME
30501	Countywide Public Facilities
30502	Eastern Riverside County Traffic Signal Fund
30503	Western Riverside County Traffic Signal Fund
30504	Eastern Riverside County Fire Facilities Fund
30505	Western Riverside County Fire Facilities Fund
30506	San Gorgonio Pass Public Facilities Fund
30507	Jurupa Area Plan (AP1) Roads, Bridges, Major Imp Fund
30508	Coachella Western Area Plan (AP2), Roads,Bridges, Major Imp Fund
30509	Highgrove/Northside/Univ City Area Plan (AP3) Roads, Bridges, Maj. Impr.Fund
30510	MAFB (AP8) Roads, Bridges, Major Improvement Fund
30511	Woodcrest/Lake Matthews (AP 7), Roads, Bridges, Major Imp Fund
30512	Temescal Canyon Area Plan (AP 6), Roads, Bridges, Major Imp Fund
30513	Eastvale Area Plan (AP5), Roads, Bridges, Major Imp Fund
30514	Reche Canyon/Badlands (AP4) Roads, Bridges, Major Improvement Fund
30515	Upper San Jacinto Valley Area Plan (AP10), Roads, Bridges, Major Imp Fund
30516	Desert Center Area Plan (AP9) CV Desert Roads, Bridges, Maj. Imp Fund
30517	REMAP Area Plan (AP11), Roads, Bridges, Major Imp Fund
30518	Lakeview/Nuevo Area Plan (AP12) Roads, Bridges, Major Improvement Fund
30519	Sun City Menifee Valley Plan (AP17), Roads, Bridges, Major Imp Fund
30520	Highway 74/79 Area Plan (AP16), Roads, Bridges, Major Imp Fund
30521	Greater Elsinore Area Plan (AP15), Roads, Bridges, Major Imp Fund
30522	Palo Verde Valley Area Plan (AP14) Roads, Bridges, Major Improvement Fund
30523	Mead Valley/Goodhope Area Plan (AP13), Roads, Bridges, Major Imp Fund
30524	Coachella-Eastern Area Plan (AP18), Roads, Bridges, Major Imp Fund
30525	Southwest Area Plan (SWAP) (AP19), Roads, Bridges, Major Imp Fund
30526	Eastvale Area Plan (AP5) Comm Center/Park Fac Fund
30527	Eastern Riverside County Regional Park Facilities Fund
30528	Western Riverside County Regional Park Facilities Fund
30529	Fourth District Conservation Land Bank Fund
30530	San Gorgonio Pass Area Plan (AP20), Roads, Bridges, Major Imp Fund
30531	CC/PF-AP14 Palo Verde Valley Area Plan (AP14) Comm Cent/Park Fac Fund
30532	Woodcrst/Lake Matth(AP7) Comm Center/Park Fac Fund
30533	Western Riv Co Regional Multipurpose Trail Facilities Fund
30534	Coachella Estrn AP (AP18) Comm Center/Park Fac Fund
30535	Greater Elsinore Area Plan (AP15)
30536	Temescal Canyon AP (AP6) Comm Center/Park Fac Fund
30537	Eastvale Area Plan (AP5) Flood Control Facilities Fund
30538	Upper San Jacinto Valley Area Plan (AP10) Flood Control Facilities Fund
30539	Eastern Riv Co Regional Multipurpose Trail Facilities Fund
30540	Mead Valley/Goodhope Area Plan (AP13) Flood Control Facilities Fund
30541	San Gorgonio Pass Area (AP20) Flood Control Facilities Fund
30542	Western County Library Book Fund
30543	Eastern County Library Book Fund
30544	Eastern County Public Facilities Fund
30545	Western County Public Facilities Fund
30568	CC/PF-AP13 Mead Valley / Good Hope Area Plan Comm Cent/Park Fac Fund
11062	Countywide DIF Program Administration

ATTACHMENT D

TABLES AND SUPPORTING ATTACHMENTS SUMMARIZING ORDINANCE 810.1 INTERIM OPEN SPACE MITIGATION FEES

COUNTY OF RIVERSIDE

MAY 9, 1893

ANNUAL REPORT FOR INTERIM OPEN-SPACE MITIGATION FEE
FY 2010-2011

Brief Description of Fee

The Interim Open-Space Mitigation Fee was adopted as Ordinance 810 on March 13, 2001, and became effective sixty (60) days after the adoption. The Interim Open-Space Mitigation Fee was collected and used toward the acquisition of open-space and the preservation of wildlife and their habitats.

An amendment to Ordinance 810.1 was adopted by the Riverside County Board of Supervisors on November 26, 2002. The amendment added the categories of Multi-Family Residential and Surface Mining Projects and adjusted the fees. The effective date of these changes was January 24, 2003.

Collection of Fee

On June 23, 2004, the U.S. Fish and Wildlife Service issued the permit for the Western Riverside County Multiple-Species Habitat Conservation Plan (MSHCP). As of that date, Ordinance 810.2 went into effect and Ordinance 810.1 was superseded. Fees collected for Ordinance 810.2 are now the responsibility of the Regional Conservation Authority. The annual report for Ordinance 810.1 will be prepared by the County of Riverside Executive Office until the funds are depleted. Ordinance 810.2 funds will not be reported by the county.

Amount of the Fee

Fees are no longer collected for Ordinance 810.1.

Detailed Procedures of the Duties and Responsibility of each County Staff Member Necessary to Implement Ordinance 810.1

As stated above, fees are no longer collected for Ordinance 810.1. For remaining unspent Ordinance 810.1 funds, an analyst within the Executive Office is responsible for the overall policy of Ordinance 810.1. The County of Riverside Executive Office is responsible for the accounting and disbursement of fees collected. The analyst verifies the fund balance against the monthly financial reports and/or through electronic query reports available within the county's financial system. Administration and disbursement of the monthly financial reports are overseen by the County of Riverside Auditor-Controller's Office.

An authorization to purchase land using the fund is generated through Board agenda submittal and approved by the County of Riverside Board of Supervisors. The analyst coordinates with the requesting department to verify where and when payment should be made. Payment is made through the financial system by the Executive Office accounting staff. After review for appropriateness of payment, the accounts payable staff within the County of Riverside Auditor-Controller's Office releases the check for payment.

COUNTY OF RIVERSIDE EXECUTIVE OFFICE
INTERIM OPEN SPACE MITIGATION FEES FOR FY 2010-2011

	TABLE NO. 4
TYPE OF FEE	INTERIM OPEN SPACE MITIGATION FEES
AMOUNT OF FEE:	PLEASE SEE NOTE NUMBER 1 AND 2 BELOW

DESCRIPTION FUND NO. FY 10-11 (Project)	FUND NAME	BEGINNING BALANCE 07/01/10	FEES COLLECTED FY 10-11	REFUNDS FY 10-11	INTEREST EARNED FY 10-11	PROJECT EXPENDITURES (1) FY 10-11	ENDING BALANCE 06/30/11
30547	Interim Open Space Fees	4,517,926.52	463.00	-	31,270.78	4,392,009.38	157,650.92
TOTAL							157,650.92

Notes:

(1) Expenditures for FY 10-11:

Description	Acres	Project Budget	FY 10-11 Expended	Prior Yr Expended	Percent Funded w/ Fees
Wilhelm Ranch Purchase	70.86	0.00	4,391,714.58	0.00	100%
Best Best & Krieger	N/A	0.00	294.80	420,007.93	100%

Description	Acres	Project Budget	FY 10-11 Expended	Prior Yr Expended	Percent Funded w/ Fees
Copeland Lowery	N/A *	0.00	0.00	585,000.00	100%
French Valley area land acq.	40	1,000,950.00	0.00	277,895.82	28%
El Casco Lake area land acq.	7	150,400.00	0.00	150,348.71	100%
Alberhill area land acq.	300	2,000,000.00	0.00	501,975.00	25%
Aguanga area land acq.	240	720,000.00	0.00	471,070.00	65%
Wilson Creek area land acq.	166.43	501,350.00	0.00	250,000.00	50%
Lake Els. land acq. escrow fees**	N/A	5,171,652.00	0.00	5,183,964.50	100%
Gentry Trust land acq. escrow fees**	N/A	600,000.00	0.00	151,975.00	25%
French Valley area land acq.***	40	741,035.00	0.00	1,015.00	0.1%
Tax-defaulted land acq.#	201.13	1,062,401.54	0.00	735,192.76	69%
Tax-defaulted land acq.-Murrieta	80.35	5,000.00	0.00	5,000.00	100%
Lake Els. land acq. escrow fees**	N/A	1,904,850.00	0.00	954,028.00	50%
Lockheed/Laborde land acquisition	2668	54,034.00	0.00	54,034.00	100%
Total		0.00	0.00	9,321,498.79	

ATTACHMENT E

TABLES AND SUPPORTING ATTACHMENTS SUMMARIZING DEVELOPER AGREEMENT FEES

ANNUAL REPORT FOR DEVELOPER AGREEMENT FEES (DA)
FY 2010-2011

Brief Description of Fee

In December 1987, the Board of Supervisors adopted procedures consistent with provisions of the California Government Code 65864 et al. for consideration of development agreements. As a legal contract between the County and a developer, a development agreement was intended to strengthen the public planning process, encourage private participation in comprehensive planning, reduce the economic costs of development, and promote the maximum efficient utilization of resources at the least economic cost to the public.

With the exception of the Public Services Offset, development agreement revenue is used to help the County construct capital facilities and acquire parkland, trails, habitat and open space to meet the demand caused by new growth and development. The Public Services Offset is intended to help defray the cost of providing governmental services, such as Sheriff's patrol services and litter control.

Amount of the Fee

Fees charged for calendar year 2011 were:

D.A. No.	Title	Total
7	Rancho Bella Vista	$4,191

Fees for 2012 will be increased in line with the 12-month percent change in Consumer Price Index ending October, 2011, which was **2.8%.** Fees assessed for 2012 will be:

D.A. No.	Title	Total
7	Rancho Bella Vista*	$4,317

Detailed Procedures of the Duties and Responsibility of each County Staff Member Necessary to Implement Developer Agreement Fees

The Developer Agreement fee is imposed for those developments which fall under the specified Developer Agreement. A land use technician at TLMA will identify the need to impose the condition of approval by utilizing the Geographic Information System. The condition of approval is attached to the building permit in the Land Management System. This prevents a final inspection from occurring without the fees being collected. Prior to requesting a final inspection, the applicant must submit payment to the TLMA cashier. The final inspection may occur once the fee has been collected from the permit applicant and any other applicable fees and conditions have been met. An Administrative Manager at TLMA is responsible for the overall assessment of the Developer Agreement fee. The position also periodically audits the fee collection and deposits to ensure that procedures are done correctly, and administers system maintenance to ensure the proper fees are assessed.

TLMA processes a deposit into the appropriate DA fund(s) after the fee has been paid. The record of deposit is sent to an analyst within the County of Riverside Executive Office. The County of Riverside Executive Office is responsible for the accounting and disbursement of fees collected. The analyst verifies deposits against the monthly financial reports or through electronic query reports now available within the county's financial system. Administration and disbursement of the official monthly reports are overseen by the County of Riverside Auditor-Controller's Office. Deposits are verified to ensure the proper recording of cash receipts.

An authorization to disburse from the DA funds is generated through Board agenda submittal and approval by the County of Riverside Board of Supervisors. Once authorization has been received, the analyst coordinates with the requesting department to verify where and when payment should be made. Direction to make payment is given to the Executive Office accounting staff by the analyst per Board of Supervisors' direction. Payment is made through the financial system by the Executive Office accounting staff. After review for appropriateness of payment, the accounts payable staff within the County of Riverside Auditor-Controller's Office releases the check for payment.

On July 15, 2008, the Board of Supervisors directed the Transportation and Land Management Agency (TLMA) to take the steps to re-establish the Development Agreement Program which had been rescinded by the BOS on September 11, 2001. TLMA, in conjunction with County Counsel, has worked in partnership with the Building Industry Association (BIA) and some key applicants over the last year to draft new rules and procedures for the County. These rules and procedures are nearing completion and will be brought forward to the Board of Supervisors for consideration in the near future.

*The expiration date for DA7A1is 07/12/2017

MEMORANDUM

RIVERSIDE COUNTY EXECUTIVE OFFICE

Larry Parrish
Interim County Executive Officer

November 16, 2011

TO: **Dianna Ross, Fee Manager**

FROM: **Serena Chow**
Senior Management Analyst

RE: **Revised Developer Agreement Fees Annual CPI Adjustment for 2012**

The attachment to this memo details the changes to the Developer Agreement fees appropriate for the calendar year 2012.

Annual Adjustments are made accordance to the most recent Construction Price Index (CPI) for all urban consumers in the Los Angeles-Riverside-Orange County area. The 12-month percent change in CPI ending October, 2011 was 2.8%. This reflects the most recent data available as of November 16, 2011.

This adjustment is effective as of January 1, 2012.

Please distribute this information to others in your department who are affected by fee changes.

If you have any questions, please call me at (951) 955-8741. Thank you.

Robert T. Andersen Administrative Center
4080 Lemon Street • 4th Floor • Riverside, California 92501 • (951) 955-1110 • Fax (951) 955-1105

Amount charged for calendar year 2011 was:

DEVELOPMENT AGREEMENT FEE TRACKING REPORT (Tracking Development Agreement and Annual Fee Adjustment for 2011)			
D.A. No.	SP No.	Title	Total
7	184	Rancho Bella Vista	$4,191

Fees for 2012 will be increased in line with the average change in Construction Price Index 12-month percent change ending October, 2011, which was 2.8%. Fees assessed for the 2012 calendar year will be:

DEVELOPMENT AGREEMENT FEE TRACKING REPORT (Tracking Development Agreement and Annual Fee Adjustment for 2012)					
D.A. No.	SP No.	Title	Total	Increase **2.8%**	New Rate
7	184	Rancho Bella Vista	$4,191	$125.73	**$4,317**

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COUNTY OF RIVERSIDE EXECUTIVE OFFICE
DEVELOPER AGREEMENT FEES FOR FY 2010-2011

	TABLE NO. 5 - PAGE 1
TYPE OF FEE	DEVELOPER AGREEMENT FEES
AMOUNT OF FEE:	(See attached fee schedules)

DESCRIPTION FUND NO. FY 10-11 (Project)	FUND NAME	BEGINNING BALANCE 07/01/10	FEES COLLECTED FY 10-11	REFUNDS FY 10-11	INTEREST EARNED FY 10-11	PROJECT EXPENDITURES FY 10-11	OTHER REVENUE	ENDING BALANCE 06/30/11
30553	DA-HC-SD-1	2,827.13	-	-	20.86	-	-	2,847.99
30554	DA-HC-SD-2	1,664.78	-	-	12.28		-	1,677.06
30555 (a)	DA-HC-SD-3	175,705.76	-	-	1,288.59	175,232.00	-	1,762.35
30556	DA-PF-SD-1	168,441.76	27.74	-	1,243.27	-	-	169,712.77
30557	DA-PF-SD-2	211,115.77	-	-	1,558.22	-	-	212,673.99
30558 (b)	DA-PF-SD-3	227,559.70	-	-	1,505.77	223,815.00	-	5,250.47
30559	DA-PF-SD-4	149,079.65	-	-	1,100.37	-	-	150,180.02
30560	DA-PF-SD-5	20.65	-	-	0.14	-	-	20.79
30561	DA-PS-COW	14,080.36	-	-	103.93	-	-	14,184.29
30562	DA-RP-SD-1	7,466.76	-	-	55.10	-	-	7,521.86
30563	DA-RP-SD-2	211.08	-	-	1.58	-	-	212.66
30564 (c)	DA-RP-SD-3	237,571.18	-	-	1,753.49	42,358.55	-	196,966.12
30565	DA-RT-SD-1	3,267.98	-	-	24.13	-	-	3,292.11
30566	DA-RT-SD-2	314.88	-	-	2.32	-	-	317.20
30567 (d)	DA-RT-SD-3	32,389.79	-	-	233.23	24,026.00	-	8,597.02
TOTAL		1,231,717.23	27.74	-	8,903.28	465,431.55	-	775,216.70

Please see page two for description of project expenditures.

TABLE 5 - PAGE 2
DETAIL FOR DEVELOPER AGREEMENT FUNDS
EXPENDITURES FOR FY 10-11

	Description	Fund	Total Budgeted	FY 10-11 Expended	Prior Yr Expended	Percent Funded w/ Fees	Completed	Total by Fund	Type of Expenditure
a)	Temecula Wine Country Community Plan	30555	175,232.00	175,232.00	-	100%	Yes	175,232.00	Planning
b)	Temecula Wine Country Community Plan	30558	373,815.00	223,815.00	150,000.00	100%	Yes	223,815.00	Planning
c)	Lake Skinner Recreation Area	30564	217,643.00	42,358.55	-	100%	No	217,643.00	Park Construction
d)	Temecula Wine Country Community Plan	30567	24,026.00	24,026.00	-	100%	Yes	24,026.00	Planning

	Description	Fund	Total Budgeted	FY 10-11 Expended	Prior Yr Expended	Percent Funded w/ Fees	Completed	Total by Fund	Type of Expenditure
1	Riverside County Parks-Lake Skinner	30555	257,922.00	-	257,922.00	100%	Yes	257,922.00	Park Improvements
2	Riv. Co. Parks-Lake Skinner	30555	58,755.00	-	58,755.00	100%	Yes	58,755.00	Park Improvements
3	City of Lake Elsinore Axial Flow Pump	30556	112,983.66	-	112,983.66	100%	Yes	112,983.66	Operational Costs
4	Wildomar Fiscal Analysis	30556	3,500.00	-	3,500.00	100%	Yes	3,500.00	Consultant
5	Transportation Dept-Mead Valley lights	30556	3,000.00	-	3,000.00	100%	Yes	3,000.00	Street Light Construction
6	EDA-Norco YMCA	30557	13,500.00	-	13,500.00	100%	Yes	13,500.00	Site Expansion
7	TLMA dePortola Road Construction	30558	100,000.00	-	100,000.00	100%	Yes	100,000.00	Traffic Improvements
8	Scott Road Traffic Improvements	30558	61,000.00	-	61,000.00	100%	Yes	61,000.00	Traffic Improvements
9	Sun City Road Improvements	30558	900,000.00	-	900,000.00	100%	Yes	900,000.00	Road Improvements
10	High Valleys Water District	30558	252,000.00	-	252,000.00	100%	Yes	252,000.00	Water Well Construction
11	EDA-Sheriff Activities League	30558	50,000.00	-	50,000.00	100%	Yes	50,000.00	Fundraiser Support
12	Idyllvild Recreation Council	30558	40,000.00	-	40,000.00	100%	Yes	40,000.00	Park Construction
13	Lake Hemet MWD	30558	250,000.00	-	250,000.00	100%	Yes	250,000.00	Flood Control Construction
14	Central County United Way	30558	100,000.00	-	100,000.00	100%	Yes	100,000.00	Organizational Support
15	Amelia's Light	30558	4,000.00	-	4,000.00	100%	Yes	4,000.00	Organizational Support
16	Riverside County Animal Control	30558	15,000.00	-	15,000.00	100%	Yes	15,000.00	Spay/Neuter Support
17	T.H.E. Center	30558	15,000.00	-	15,000.00	100%	Yes	15,000.00	Organizational Support
18	Riverside Mtn. Rescue Unit	30558	55,000.00	-	55,000.00	100%	Yes	55,000.00	New Equipment
19	Fire Dept-Mountain Communities	30558	10,000.00	-	10,000.00	100%	Yes	10,000.00	New Equipment
20	Fire Dept-Winchester & Menifee stations	30558	48,000.00	-	48,000.00	100%	Yes	48,000.00	New Equipment
21	Fire Dept-Quail Valley station	30558	24,000.00	-	24,000.00	100%	Yes	24,000.00	New Equipment
22	Sun City Library	30558	44,500.00	-	44,500.00	100%	Yes	44,500.00	Building Improvements
23	Sheriff Dept-watercraft motors	30558	5,550.00	-	5,550.00	100%	Yes	5,550.00	New Equipment
24	Quail Valley Volunteer Fire	30558	75,000.00	-	74,946.19	100%	Yes	74,946.19	New Equipment
25	Idyllwild Library	30558	50,000.00	-	50,000.00	100%	Yes	50,000.00	Building Purchase
26	Community Pantry	30558	50,000.00	-	50,000.00	100%	Yes	50,000.00	Organizational Support
27	Sun City Concern	30558	18,500.00	-	18,500.00	100%	Yes	18,500.00	Organizational Support
28	Ramona Pageant	30558	126,000.00	-	126,000.00	100%	Yes	126,000.00	Capital Improvements
29	Anza Civic Improvement	30558	25,000.00	-	25,000.00	100%	Yes	25,000.00	Park Construction
30	Winchester VFW	30558	229,000.00	-	229,000.00	100%	Yes	229,000.00	Relocation/Building Fund
31	Winchester Historical Society	30558	32,000.00	-	32,000.00	100%	Yes	32,000.00	Building/Ground Impr.
32	Central County United Way	30558	30,000.00	-	30,000.00	100%	Yes	30,000.00	Organizational Support
33	La Vista Recovery Center	30558	9,530.00	-	9,530.00	100%	Yes	9,530.00	Building Improvements
34	Menifee Valley Comm. Cupboard	30558	15,000.00	-	15,000.00	100%	Yes	15,000.00	Organizational Support
35	Valley-Wide Rec & Parks	30558	12,950.00	-	12,950.00	100%	Yes	12,950.00	Organizational Support
36	Western Center Comm. Foundation	30558	30,000.00	-	30,000.00	100%	Yes	30,000.00	Educational supplies/outreac

TABLE 5 - PAGE 3
DETAIL FOR DEVELOPER AGREEMENT FUNDS
EXPENDITURES FOR FY 10-11

	Description	Fund	Total Budgeted	FY 10-11 Expended	Prior Yr Expended	Percent Funded w/ Fees	Completed	Total by Fund	Type of Expenditure
37	WNKI Radio Station	30558	2,500.00	-	2,500.00	100%	Yes	2,500.00	Equipment Replacement
38	Mountain Comm. Fire Council	30558	4,500.00	-	4,500.00	100%	Yes	4,500.00	Tractor Replacement
39	Facilities Mgmt-EOC Remodel	30558	18,000.00	-	18,000.00	100%	Yes	18,000.00	Ceiling Replacement
40	Waste Mgmt-Poppet Flats Station	30558	60,151.50	-	60,151.50	100%	Yes	60,151.50	Collect. Ctr. Construction
41	Fire Dept-Cottonwood Station	30558	32,000.00	-	32,000.00	100%	Yes	32,000.00	Roadway Construction
42	Library Fund-Thousand Palms Library	30559	2,000,000.00	-	472,000.00	24%	Yes	472,000.00	Library Construction
43	Riverside County Fairgrounds	30559	675,000.00	-	675,000.00	100%	Yes	675,000.00	Fairground Improvements
44	Litter Control Program	30561	250,280.00	-	250,280.00	100%	Yes	250,280.00	Litter Control
45	800 MHz Support	30561	1,000,000.00	-	1,000,000.00	100%	Yes	1,000,000.00	DA/Radio Replacement
46	MSHCP Land Acquisition	30561	2,000,000.00	-	1,947,755.90	97%	Yes	1,947,755.90	Land Acquisition
47	Transportation Dept	30561	187,000.00	-	187,000.00	100%	Yes	187,000.00	Litter Program Support
48	OASIS	30561	-	-	662.00	100%	Yes	662.00	Financial System Fee
49	Riv. Co. Parks-Perret Park	30562	9,418.28	-	9,418.28	100%	Yes	9,418.28	Land Acquisition
50	Riv. Co. Parks	30564	9,000.00	-	9,000.00	100%	Yes	9,000.00	Solar Cup Sponsorship
51	Riverside County Parks-Lake Skinner	30564	171,700.00	-	171,700.00	100%	Yes	171,700.00	Park Improvements
52	Valley-Wide Rec & Parks	30564	66,000.00	-	66,000.00	100%	Yes	66,000.00	Pool Construction
53	Riverside County Parks-Lake Skinner	30567	23,701.00	-	23,701.00	100%	Yes	23,701.00	Park Improvements
54	Riv. Co. Parks-Lake Skinner	30567	10,345.00	-	10,345.00	100%	Yes	10,345.00	Park Improvements
			9,646,286.44	465,431.55	8,066,650.53				

ATTACHMENT F

TABLES AND SUPPORTING ATTACHMENTS SUMMARIZING TRANSPORTATION DEPARTMENT MITIGATION FEES

ANNUAL REPORT FOR THE ROAD AND BRIDGE BENEFIT DISTRICTS (RBBD) FY 2010/2011

Brief Description of Fee

Section 66484 of the Government Code (Subdivision Map Act) provides that a local ordinance may require the payment of a fee as a condition of approval of a final map or as a condition of the issuing a building permit for the purpose of offsetting the actual or estimated cost of constructing bridges over waterways, railways, freeways, and canyons or constructing major thoroughfares. The "Rules and Regulations for the Administration of Road and Bridge Benefit Districts" as adopted by Resolution No. 85-92 on April 2, 1985 and subsequently amended, provides the required ordinance and direction for the management of these districts.

There are currently four (4) Road and Bridge Benefit Districts in Riverside County administered by the Transportation Department: Mira Loma, Southwest, Menifee Valley, and Scott Road. Each of the districts is sub-divided into zones each having a unique fee associated with it.

With the incorporation of the City of Menifee, the boundaries of the Menifee Valley RBBD and Scott Road RBBD now fall predominately within the jurisdiction of the city. The majority of the area within Zone E of the Menifee Valley RBBD, however, still falls within the unincorporated area of the county. Also, the eastern portion of Zone A of the Scott Road RBBD still falls within the unincorporated county area.

With the incorporation of the City of Wildomar, Zone A and a portion of Zone C of the Southwest RBBD now fall within the City of Wildomar.

The latest cities to incorporate were Eastvale and Jurupa Valley. The Mira Loma RBBD now falls entirely within these two cities.

Amount of the Fee

Please see attachment for a fee schedule of the current fees in each district listed by zones.

Duties, Responsibilities and Procedures Necessary to implement the Road and Bridge Benefit Districts

The Road and Bridge Benefit District Fees may be imposed as a development condition through the Planning Department. The RBBD Fees shall be paid at the time of issuance of a certificate of occupancy or upon final inspection, whichever occurs first. Prior to building permit issuance, the Transportation Department identifies properties within an RBBD boundary by utilizing the Geographic Information System. A land use technician at TLMA identifies the need to assess the fee by verifying conditions imposed and by utilizing the Geographic Information System. Prior to requesting a certificate of occupancy, the applicant must submit payment to the TLMA cashier for all outstanding RBBD fees. The issuance of a certificate of occupancy may occur once the fee has been collected from the permit applicant, and any other applicable fees and conditions have been met.

Transportation staff routinely reviews fee collection and deposits to ensure that procedures are done correctly. Transportation staff administers system maintenance to ensure the proper fees are assessed.

The Transportation Department processes a deposit into the appropriate RBBD fund(s) after the fee has been paid. The record of deposit is sent to the fiscal unit in the Transportation Department who is responsible for the accounting and disbursement of fees collected. Fiscal unit accounting staff verifies the deposits against the monthly financial reports or through electronic query reports within the county's financial system. Administration and disbursement of the official monthly reports are overseen by the County of Riverside Auditor-Controller's Office. Deposits are verified to ensure the proper recording of cash receipts.

Disbursement from the RBBD funds may only be used for those projects or facilities approved by resolution within each respective district. An authorization to disburse RBBD funds is obtained through approval by the Riverside County Board of Supervisors. For projects constructed by the Transportation Department, funds are appropriated by the adoption of the Transportation Improvement Program. Once authorization has been received, the Transportation Department project manager ensures all project RBBD agreement stipulations are followed and adhered to.

Developers seeking credit and/or reimbursement for constructing RBBD facilities are required to enter into a RBBD agreement with the county and follow the county's public works bidding requirements. During the construction of facilities by Developers, the Transportation Department, Construction Inspection Division ensures that the facilities are built to county road standards, and are in conformance with the RBBD agreement. Upon recordation of a Notice of Completion for the project and acceptance by the Transportation Department, the Developer's contract costs are verified by the Construction Inspection Division for actual allowable expenditures eligible for reimbursement from the RBBD funds. Once approved by construction inspection, payment is processed through TLMA accounting staff. The check is released by the accounts payable staff within the County of Riverside Auditor-Controller's Office.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT
Road and Bridge Benefit District
Fee Schedules

Mira Loma RBBD

Resolution No. 2005-482 (11/8/05, effective 1/7/06)

TYPE	ZONE A	ZONE B	ZONE D	ZONE E
Residential	$1,667/du	$884/du	$2,681/du	$1,644/du
Multi-Family*	$417/du	$612/du	$1,857/du	$1,139/du
Commercial	**$5,000/ac	$2,652/ac	$9,117/ac	$5,591/ac
Industrial/Manufacturing	**$5,000/ac	$2,652/ac	$9,117/ac	$5,591/ac

Notes: (*) Multi-Family is defined as 12 or more du/ac that meets the definition of Ord. 348, Sect. 21.30.
(**) Zone "A" based on gross acres. All other zones based on net acres.
(***) Acreage subject to credit must be determined by Transportation for each non-residential Building Permit.

Southwest Area RBBD

Resolution No. 2007-138 (7/31/07, effective 9/30/07)

TYPE	ZONE A	ZONE C	ZONE D
Residential	$1,447/du	$1,284/du	$2,197/du
Commercial	$21,705/ac	$19,260/ac	$32,955/ac
Office Commercial	$14,470/ac	$12,840/ac	$21,970/ac
Light/Med Industrial	$8,682/ac	$7,704/ac	$13,182/ac
Airport			$13,182/ac

Menifee Valley RBBD
Resolution No. 2006-359 (9/12/06, effective 11/13/06)

TYPE	**ZONE B**	**ZONE C**	**Zone D (SP 158A4/DA 20A1)**	**ZONE E_1**
Residential	$1,842/du	$4,546/du	*$1,488/du	$5,074/du
Residential TUMF Credit	$0	$0	*$1,077/du	$2,120/du
Commercial	$2,521/ac	$4,705/ac	$2,165/ac	$6,945/ac
Commercial TUMF Credit**	$0	$0	$1,044/ac	$2,902/ac
Industrial/ Manufacturing	$2,521/ac	$4,705/ac	$2,165/ac	$6,945/ac
Industrial/ Manufacturing TUMF Credit**	$0	$0	$2,902/ac	$2,902/ac

(Continued below)

Menifee Valley RBBD (Continued)

TYPE	**ZONE E_2 (CFD 03-1)**	**ZONE E_3 (CFD 05-1)**	**ZONE E_4 (CFD 03-1/05-1)**	**ZONE F**
Residential	$2,918 /du	$2,153 /du	$0	$501/du
Residential TUMF Credit	$2,120/du	$2,120/du	$2,120/du	$0
Commercial	$6,945/ac	$6,945/ac	$6,945/ac	$686/ac
Commercial TUMF Credit**	$2,902/ac	$2,902/ac	$2,902/ac	$0
Industrial/ Manufacturing	$6,945/ac	$6,945/ac	$6,945/ac	$686/ac
Industrial/ Manufacturing TUMF Credit**	$2,902/ac	$2,902/ac	$2,902/ac	$0

Notes: (*) All portions of Zone (D) within Specific Plan No. 158, Amended No. 4 are subject to Development Agreement No. 20, Amended No. 1. The TUMF credits will only apply to those applicants.

(**) Acreage subject to credit must be determined by Transportation for each non-residential Building Permit.

(E_1) = Fee Schedule for Development within Zone E not in a CFD.

(E_2) = Fee Schedule for Development within the Newport Road CFD 03-1.

(E_3) = Fee Schedule for Development within the Salt Creek Bridges CFD 05-1.

(E_4) = Fee Schedule for Development within the Newport Road CFD 03-01 and the Salt Creek Bridges CFD 05-1.

During the time period in which the temporary 50% TUMF reduction is in effect, the amount of any TUMF credits that may be issued shall also be reduced by 50% from the TUMF credit amounts shown in this table.

Scott Road RBBD
Resolution No. 2002-239 (6/25/02, effective 8/24/02)

TYPE	ZONE A	ZONE A1 (CFD 05-8)	ZONE B	Zone B1 (CFD 05-8)
Residential	$2,247/du	$727/du	$2,297/du	$1,047/du
Residential TUMF Credit	$1,520/du	$0	$1,250/du	$0
Commercial	$33,705/ac	$10,905/ac	$34,455/ac	$15,705/ac
Commercial TUMF Credit*	$22,800/ac	$0	$18,750/ac	$0
Office Commercial	$22,470/ac	$7,271/ac	$22,970/ac	$10,471/ac
Office Commercial TUMF Credit*	$15,199/ac	$0	$12,499/ac	$0
Lt/Med Industrial/Airport	$13,482/ac	$4,362/ac	$13,782/ac	$6,282/ac
Lt/Med Industrial/Airport TUMF Credit*	$9,120/ac	$0	$7,500/ac	$0

Notes: (*) Acreage subject to credit must be determined by Transportation for each non-residential Building Permit.
(Zones A1 and B1) = Fee Schedules for Developments that participated in the Scott Road Community Facilities District No. 05-8.
During the time period in which the temporary 50% TUMF reduction is in effect, the amount of any TUMF credits that may be issued shall also be reduced by 50% from the TUMF credit amounts shown in this table.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
MENIFEE VALLEY ROAD & BRIDGE BENEFIT DISTRICT FEES FOR FY 2010/2011

FUND NO.: 31600
TYPE OF FEE: MENIFEE VALLEY ROAD & BRIDGE BENEFIT DISTRICT FEES

DESCRIPTION	BEGINNING BALANCE	ADJUSTMENT TO BEG BAL	RBBD FEES COLLECTED THIS FY	RBBD FEES REIMBURSEMENTS/ FUND BAL ADJ Note 1	INTEREST EARNED THIS FY	EXPENDITURES THIS FY	ENDING BALANCE	PROPOSED RBBD SHARE OF COST	% FUNDED W/ FEES	NOTE(S)
TOTALS IN FUND	8,523,619	0	0	0	48,917	(126,423)	8,446,112			
ADMINISTRATIVE COST (5%)	96,060				2,446	(25,690)	72,816			
ZONE B										
NEWPORT RD/I-215 INTERCHANGE	(360,083)				(1,986)	(18,132)	(380,201)	2,389,040	2.6%	
HOLLAND ROAD OVERPASS	2,641				15		2,655	1,050,000	1.1%	
MURRIETA RD (HOLLAND RD TO MCCALL BLVD)	655,523				3,615		659,138	945,000	1.0%	
NEWPORT RD (GOETZ RD TO MURRIETA RD)	1,548,992				8,541		1,557,533	1,650,000	1.8%	
NEWPORT RD (MURRIETA RD TO I-215)	(52,623)				(290)		(52,913)	Delete		Note 2
VALLEY BLVD BRIDGE	1,281,017				7,064		1,288,081	3,800,000	4.1%	
GOETZ ROAD BRIDGE	1,594,822				8,794		1,603,616	4,000,000	4.3%	
NEWPORT RD (MENIFEE RD TO SR-79)								Completed		
ZONE C										
NEWPORT RD/I-215 INTERCHANGE	(677,535)				(5,090)	(37,271)	(719,896)	4,981,040	5.4%	
HOLLAND ROAD OVERPASS	68,368				76		68,444	2,050,000	2.2%	
MURRIETA RD (HOLLAND RD TO MCCALL BLVD)	821,922				4,930		826,852	1,215,000	1.3%	
NEWPORT RD (GOETZ RD TO MURRIETA RD)	1,149,029				6,952		1,155,981	1,350,000	1.5%	
VALLEY BLVD BRIDGE	1,798,737				10,439		1,809,175	4,700,000	5.1%	
GOETZ ROAD BRIDGE	396,699				2,308		399,008	1,000,000	1.1%	
ZONE D										
NEWPORT RD/I-215 INTERCHANGE	3,925,260				21,645	(11,081)	3,935,824	1,466,200	1.6%	
ZONE E										
NEWPORT RD/I-215 INTERCHANGE	(291,690)				(1,608)	(34,249)	(327,547)	4,456,720	4.8%	
HOLLAND ROAD OVERPASS	160				1		161	1,900,000	2.1%	
NEWPORT RD (MENIFEE RD TO SR-79)	(3,617,736)				(19,949)		(3,637,685)	24,608,527	26.7%	
LEON ROAD BRIDGE	(243,752)				(1,344)		(245,096)	16,241,630	17.6%	
RICE ROAD BRIDGE	(183,883)				(1,014)		(184,897)	12,258,370	13.3%	
ZONE F										
MURRIETA RD	210,589				1,161		211,750	540,000	0.6%	
VALLEY BLVD BRIDGE	401,102				2,212		403,313	1,500,000	1.6%	
VALLEY BLVD (MCCALL BLVD TO GOETZ RD)								Delete		Note 2
TOTALS	8,523,619	0	0	0	48,917	(126,423)	8,446,112	92,101,527	100%	

NOTES:
1 There were no refunds or adjustments made this fiscal year.

2 Newport Rd (Murrieta Rd to I-215) and Valley Blvd (McCall Blvd to Goetz Rd) Projects are funded entirely by TUMF and have been removed from the District.
Revenue received for these facilities have been applied towards the funding of other facilities within the District.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
SOUTHWEST AREA ROAD & BRIDGE BENEFIT DISTRICT FEES FOR FY 2010/2011

FUND NO.: 31610
TYPE OF FEE: SOUTHWEST AREA ROAD & BRIDGE BENEFIT DISTRICT FEES

DESCRIPTION	BEGINNING BALANCE	ADJUSTMENT TO BEG BAL	RBBD FEES COLLECTED THIS FY	RBBD FEE REIMBURSEMENTS/ FUND BAL ADJ Note 1	INTEREST EARNED THIS FY	EXPENDITURES THIS FY	ENDING BALANCE	PROPOSED RBBD SHARE OF COST	% FUNDED W/ FEES	NOTE(S)
TOTALS IN FUND	**10,962,604**	**0**	**147,404**	0	**63,303**	(668,746)	**10,504,565**			
ADMINISTRATIVE COST (5%)	275,064		7,370		3,165	(34,967)	250,632			
ZONE A										
CLINTON KEITH/I-15 INTERCHANGE	9,086,497				51,129	(614,063)	8,523,563	15,892,500	17.6%	
BUNDY CYN RD (MISSION TRAIL TO I-15)	3,869,225				21,772		3,890,996	DELETE		
BUNDY CYN RD (MISSION TRAIL TO CORYDON ST)	928,568				5,225		933,793	1,000,000	1.1%	
BUNDY CYN RD (MISSION TRAIL TO SUNSET AVE)								20,000,000	22.2%	
BAXTER RD	(1,145,639)				(6,446)		(1,152,086)	DELETE		
CLINTON KEITH RD BRIDGE @ MURRIETA CREEK	(5,712,534)				(32,144)		(5,744,678)	BUILT (Delete)		Note 2
LA ESTRELLA BRIDGE	46,340				261		46,601	5,000,000	5.5%	
CENTRAL STREET								DELETE		
PALOMAR STREET								DELETE		
ZONE C										
CLINTON KEITH/I-15 INTERCHANGE	67,285		618		379	(15,745)	52,536	407,500	0.5%	
CLINTON KEITH ROAD	437,597		3,031		2,462		443,090	2,000,000	2.2%	
CLINTON KEITH RD BRIDGE @ MURRIETA CREEK	(128,283)		11		(722)		(128,994)	BUILT (Delete)		Note 2
ZONE D										
MURRIETA HOT SRINGS RD/I-215 INTERCHANGE	1,243,439		5,988		6,997	(3,972)	1,252,452	2,010,690	2.2%	Note 3
WINCHESTER RD/SR79	(2,943,094)		31,496		(16,561)		(2,928,159)	10,576,000	11.7%	
CLINTON KEITH RD (MENIFEE TO SR-79)	2,119,033		67,900		11,924		2,198,856	22,800,000	25.3%	
BENTON RD (SR-79 TO WASHINGTON ST)	221,170		12,042		1,245		234,456	3,000,000	3.3%	
KELLER RD (SR-79 TO WASHINGTON ST)	255,723		10,014		1,439		267,177	3,362,688	3.7%	
CLINTON KEITH RD BRIDGE @ W.S.CREEK WEST	1,682,609				9,468		1,692,077		0.0%	
CLINTON KEITH RD BRIDGE @ W.S.CREEK EAST	468,743				2,638		471,380		0.0%	
WASHINGTON ST BRIDGE @ FRENCH VALLEY STREAM	190,862		8,934		1,074		200,870	3,000,000	3.3%	
CLINTON KEITH RD/I-215 INTERCHANGE								DELETE		
LOS ALAMOS RD/I-215 INTERCHANGE								DELETE		
WASHINGTON ST (CITY OF MURRIETA TO KELLER RD)								DELETE		
BENTON RD MEDIAN (SR-79 TO POURROY RD)								1,043,561	1.2%	
TOTALS	10,962,604	0	147,404	0	63,303	(668,746)	10,504,565	90,092,939	100%	

NOTES:

1 There were no refunds or adjustments made this fiscal year.

2 The total project cost for Clinton Keith Rd Bridge (@ Murrieta Creek) is split 7.4% to Zone A, 0.2% to Zone C, and 92.1% to other.

3 The Murrieta Hot Springs Road/I-215 Interchange was completed by the City of Murrieta in FY 2001/2002. The County is reimbursing its share of the costs of this facility to the City on a quarterly basis based on revenues generated from fees paid during each quarter.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
MIRA LOMA ROAD & BRIDGE BENEFIT DISTRICT FEES FOR FY 2010/2011

FUND NO.:	**31640**
TYPE OF FEE:	**MIRA LOMA ROAD & BRIDGE BENEFIT DISTRICT FEES**

DESCRIPTION	BEGINNING BALANCE	ADJUSTMENT TO BEG BAL	RBBD FEES COLLECTED THIS FY	RBBD FEES REIMBURSEMENTS/ FUND BAL ADJ Note 1	INTEREST EARNED THIS FY	EXPENDITURES THIS FY	ENDING BALANCE	PROPOSED RBBD SHARE OF COST	% FUNDED W/ FEES	NOTE(S)
TOTALS IN FUND	**19,526,406**		**911,029**	**0**	**111,038**	(1,757,319)	**18,791,154**			
ADMINISTRATIVE COST (5%)	1,442,318		45,551		5,552	(45,860)	1,447,562			
ZONE A										
CANTU-GALLEANO RANCH RD-Interchg Imp (I-15)	(1,445,682)		48,200		(8,433)		(1,405,914)	6,412,280	11.7%	Note 2
CANTU-GALLEANO RANCH RD-Rdway/Drn								0		
RIVERSIDE AVE-Rdway/Drn (Etiwanda to Hamner)	2,872,456		18,988		16,755		2,908,199	2,526,000	4.6%	
ETIWANDA AVE-Rdway/Drn								Completed		
PHILADELPHIA-Rdway/Drn								Completed		
PHILADELPHIA-Rdway Drn								Completed		
RIVERSIDE AVE-Bridge Widening								388,700	0.7%	
RIVERSIDE AVE-Landscaped Median	421,940		2,922		2,461		427,323	0		
ZONE B										
CANTU-GALLEANO RANCH RD-Interchg Imp (I-15)	(1,610,255)				(9,393)		(1,619,648)	2,880,879	5.2%	Note 2
WINEVILLE ROAD-Rdway/Drn								Completed		
BELLEGRAVE AVE-Overcrossing (I-15)	1,044,093				6,090		1,050,184	1,748,119	3.2%	
HAMNER AVE-Landscaped Median (Harell to Bellegrave)	470,105				2,742		472,847	598,000	1.1%	
CANTU-GALLEANO RANCH RD-Landscaped Median	715,960				4,176		720,136	1,196,000	2.2%	
ZONE D										
LIMONITE AVE-Interchg (I-15)	1,060,312		74,132		6,185	(36,509)	1,104,119	3,240,000	5.9%	
ARCHIBALD AVE-Rdway Imp	5,157,318		263,122		30,083		5,450,524	11,500,000	21.0%	
LIMONITE AVE-Rdway Imp (Cloverdale Ave)	(445,250)		136,233		(2,597)		(311,614)	5,954,189	10.8%	Note 3
SCHLEISMAN RD-Rdway Imp	2,518,500		97,565		14,691		2,630,756	4,264,160	7.8%	
BELLEGRAVE AVE-Overcrossing (I-15)	956,781		23,253		5,581		985,615	1,016,310	1.9%	
RIVER ROAD BRIDGE - BORROW FUND	(1,828,161)				(10,664)	(1,620,187)	(3,459,011)	0		
HAMNER AVE-Landscaped Median	626,216		24,628		3,653		654,497	1,076,399	2.0%	
ARCHIBALD AVE-Landscaped Median	1,234,867		41,047		7,203		1,283,118	1,794,000	3.3%	
LIMONITE AVE-Landscaped Median	857,335		27,365		5,001		889,701	1,196,000	2.2%	
SCHLEISHMAN RD-Landscaped Median	1,683,163		54,730		9,818		1,747,711	2,392,001	4.4%	
ZONE E										
LIMONITE AVE-Interchg (I-15)	1,958,382		38,656		11,423	(54,764)	1,953,697	4,860,000	8.9%	
BELLEGRAVE AVE-Overcrossing (I-15)	629,710		4,173		3,673		637,556	524,600	1.0%	
HAMNER AVE-Landscaped Median	640,123		5,708		3,734		649,565	717,600	1.3%	
LIMONITE AVE-Landscaped Median	566,174		4,756		3,303		574,232	598,000	1.1%	
TOTALS	19,526,406	0	911,029	0	111,038	(1,757,319)	18,791,154	54,883,238	100%	

NOTES:

1 There were no refunds or adjustments made this fiscal year.

2 Notice of Completion issued on Jun 3, 2008 for Cantu-Galleano Ranch Rd Interchange.

3 Notice of Completion issued on 9/19/08 for Cloverdale.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
SCOTT ROAD & BRIDGE BENEFIT DISTRICT FEES FOR FY 2010/2011

FUND NO.: 31693
TYPE OF FEE: SCOTT ROAD & BRIDGE BENEFIT DISTRICT FEES

DESCRIPTION	BEGINNING BALANCE	ADJUSTMENT TO BEG BAL	RBBD FEES COLLECTED THIS FY	RBBD FEES REIMBURSEMENTS/ FUND BAL ADJ Note 1	INTEREST EARNED THIS FY	EXPENDITURES THIS FY	ENDING BALANCE Note 2	PROPOSED RBBD SHARE OF COST	% FUNDED W/ FEES	NOTE(S)
TOTALS IN FUND	**2,662,832**		**74,151**	(36,250)	**13,539**	(685,670)	**2,028,603**			
ADMINISTRATIVE COST (5%)	188,378.34		3,707.55		604.90	(23,993.77)	168,697			
ZONE A										
SCOTT RD INTERCHANGE (I-215)	605,009.51		12,372.44		3,288.05	(401,637.59)	219,032	6,500,000	11.1%	
GARBANI RD INTERCHANGE (I-215)	1,247,986.21		18,496.80		6,549.10		1,273,032	9,717,500	16.5%	
SCOTT RD (I-215 TO HWY 79)	(671,611.47)		35,288.78		(3,523.71)		(639,846)	18,539,352	31.6%	
GARBANI RD (I-215 TO MENIFEE RD)	289,138.79		4,285.42		1,517.32		294,942	2,251,392	3.8%	
ZONE B										
SCOTT RD INTERCHANGE (I-215)	73,039.04			(5,843.08)	435.52	(260,038.84)	(192,407)	3,500,000	6.0%	
GARBANI RD INTERCHANGE (I-215)	96,926.53			(9,109.78)	1,466.74		89,283	5,456,750	9.3%	
KELLER RD INTERCHANGE (I-215)	306,530.55			(3,338.90)	650.30		303,842	2,000,000	3.4%	
SCOTT RD (I-215 TO SUNSET AVE)	389,009.36			(13,687.11)	1,824.82		377,147	8,198,562	14.0%	
GARBANI RD (I-215 TO BRADELY RD)	138,425.53			(4,271.13)	726.35		134,881	2,558,400	4.4%	
TOTALS	2,662,832	0	74,151	(36,250)	13,539	(685,670)	2,028,603	58,721,956	100%	

NOTES:

1 Refunded $36,250.00 to Woodside Homes for overpayment of 29 lots (MT072820 Lots 1-16, 85-89 & MT090237 Lots 98-105).

2 Simpler fund balance is $1,479,490 as of 6/30/11, variance of $549,112.08 allocated to DIF ($485,522.41) and City of Murrieta ($63,589.67) not shown on this spreadsheet.

SUMMARY - TRANSPORTATION DEPARTMENT RBBD FEES FOR FY 2010/2011									
FUND NAME	FUND NO.	PRIOR YEAR ENDING BALANCE	ADJUSTMENT TO BEG BAL	BEGINNING BALANCE	RBBD FEES COLLECTED	RBBD Fees Reimburse/Fund Bal Adj	INTEREST EARNED	EXPENDITURES	ENDING BALANCE
MENIFEE ROAD & BRIDGE BENEFIT DISTRICT	31600	8,523,619	0	8,523,619	0	0	48,917	(126,423)	8,446,113
SOUTHWEST AREA ROAD & BRIDGE BENEFIT DISTRICT	31610	10,962,604	0	10,962,604	147,404	0	63,303	(668,746)	10,504,565
MIRA LOMA ROAD & BRIDGE BENEFIT DISTRICT	31640	19,526,406	0	19,526,406	911,029	0	111,038	(1,757,319)	18,791,154
SCOTT ROAD ROAD & BRIDGE BENEFIT DISTRICT	31693	2,113,720	0	2,113,720	74,151	(36,250)	13,539	(685,670)	1,479,490

CUMULATIVE SUMMARY - TRANSPORTATION DEPARTMENT RBBD FEES

FUND NAME/ FISCAL YEAR	FUND NO.	PRIOR YEAR ENDING BALANCE	ADJUSTMENTS	BEGINNING BALANCE	RBB FEES COLLECTED	CREDIT ADJUSTMENTS	INTEREST EARNED	EXPENDITURES	DEBIT ADJUSTMENTS	ENDING BALANCE
MENIFEE ROAD	***31600***									
RBBD										
FY 10/11		8,523,619	0	8,523,619	0	0	48,917	(126,423)	0	8,446,112
FY 09/10		8,448,155	0	8,448,155	0		100,624	(25,161)		8,523,619
FY 08/09		7,372,224	(6,731)	7,365,493	57,364	0	188,809	829,759	6,731	8,448,156
FY 07/08		7,135,124	0	7,135,124	414,133	0	324,074	(501,108)	0	7,372,224
FY 06/07		6,859,245	0	6,859,245	229,447	(4,799)	362,032	(310,802)	0	7,135,123
FY 05/06		6,904,735	0	6,904,735	1,158,971	0	237,472	(1,441,934)	0	6,859,245
FY 04/05		6,331,345	0	6,331,345	1,995,158	0	148,597	(1,570,365)	0	6,904,735
FY 03/04		6,610,847	0	6,610,847	1,122,179	0	81,995	(1,483,676)	0	6,331,345
FY 02/03		4,200,851	0	4,200,851	2,550,507	0	77,763	(218,275)	0	6,610,847
FY 01/02		2,905,931	0	2,905,931	1,310,822	2,935,753	53,602	(3,005,256)	0	4,200,851
FY 00/01		2,277,708	0	2,277,708	1,308,332	82,847	139,974	(902,930)	0	2,905,931
FY 99/00		1,720,904	0	1,720,904	608,614	0	130,939	(182,749)	0	2,277,708
FY 98/99		1,667,797	0	1,667,797	407,295	(9)	67,754	(421,933)	0	1,720,904
FY 97/98		1,411,713	0	1,411,713	266,656	9	83,536	(94,117)	0	1,667,797
FY 96/97		971,926	0	971,926	199,508	811,522	79,452	(86,934)	(563,761)	1,411,713
FY 96/96		1,304,016	0	1,304,016	188,941	0	52,473	(573,504)	0	971,926
FY 94/95		1,300,757	21,078	1,321,835	94,705	189,891	54,070	(344,019)	(12,466)	1,304,016
FY 93/94		1,446,023	7,434	1,453,457	68,572	0	37,582	(258,854)	0	1,300,757
FY 92/93		1,396,393	0	1,396,393	192,521	0	52,206	(195,097)	0	1,446,023
FY 91/92		1,359,285	0	1,359,285	33,110	0	82,533	(78,535)	0	1,396,393
TOTAL					12,206,835	4,015,213	2,404,404	(10,991,911)	(569,496)	
SOUTHWEST AREA	***31610***									
RBBD										
FY 10/11		10,962,604	0	10,962,604	147,404	0	63,303	(668,746)	0	10,504,565
FY 09/10		11,469,447	0	11,469,447	120,835	(156,870)	135,155	(605,963)		10,962,604
FY 08/09		12,395,875	(86,893)	12,308,982	343,180	(275,903)	279,425	(1,273,130)	86,893	11,469,447
FY 07/08		12,296,764		12,296,764	1,057,836	(699,008)	568,567	(828,283)	0	12,395,875
FY 06/07		13,550,139	2,717	13,552,856	1,140,215	(1,623,193)	688,178	(1,458,575)	(2,717)	12,296,764
FY 05/06		12,612,753	0	12,612,753	4,888,834	0	479,192	(4,430,641)	0	13,550,139
FY 04/05		8,632,304	0	8,632,304	4,163,638	0	220,261	(403,451)	0	12,612,753
FY 03/04		5,511,653	0	5,511,653	5,454,145	0	76,082	(2,409,576)	0	8,632,304
FY 02/03		3,532,435	0	3,532,435	2,971,133	0	79,765	(1,071,679)	0	5,511,653
FY 01/02		2,305,673	0	2,305,673	1,447,878	0	68,487	(289,604)	0	3,532,435
FY 00/01		1,325,690	0	1,325,690	1,044,884	0	90,078	(154,979)	0	2,305,673
FY 99/00		935,921	0	935,921	411,659	0	59,275	(81,164)	0	1,325,690
FY 98/99		589,853	0	589,853	344,897	1,053	34,996	(34,877)	0	935,921
FY 97/98		502,437	0	502,437	404,581	134,768	7,915	(459,850)	0	589,853
FY 96/97		1,854,651	0	1,854,651	27,432	759,357	12,038	(147,534)	(2,003,506)	502,437
FY 96/96		1,132,872	0	1,132,872	51,675	1,458,788	59,802	(848,485)	0	1,854,651
FY 94/95		1,248,091	13,503	1,261,594	96,915	18,233	54,658	(283,905)	(14,622)	1,132,872
FY 93/94		16,801	247	17,049	1,485,564	0	18,699	(273,222)	0	1,248,090
FY 92/93		3,169	0	3,169	154,060	0	183	(140,611)	0	16,802
FY 91/92		0	0	0	13,467	0	0	(10,296)	0	3,169
TOTAL					25,770,231	(382,775)	2,996,057	(15,874,570)	(1,933,952)	

CUMULATIVE SUMMARY - TRANSPORTATION DEPARTMENT RBBD FEES

FUND NAME/ FISCAL YEAR	FUND NO.	PRIOR YEAR ENDING BALANCE	ADJUSTMENTS	BEGINNING BALANCE	RBB FEES COLLECTED	CREDIT ADJUSTMENTS	INTEREST EARNED	EXPENDITURES	DEBIT ADJUSTMENTS	ENDING BALANCE
MIRA LOMA	***31640***									
RBBD										
FY 10/11		19,526,406	0	19,526,406	911,029	0	111,038	(1,757,319)	0	18,791,154
FY 09/10		20,121,280	0	20,121,280	1,595,245	(151,597)	235,135	(2,273,658)		19,526,406
FY 08/09		21,380,299	133,342	21,513,641	917,495	(296,841)	490,410	(2,370,083)	(133,342)	20,121,280
FY 07/08		19,817,478		19,817,478	4,755,255	(1,050,902)	927,961	(3,069,493)	0	21,380,298
FY 06/07		19,171,469		19,171,469	1,968,503	(13,229)	967,165	(2,276,431)	0	19,817,477
FY 05/06		18,098,226	0	18,098,226	5,943,305	0	703,178	(5,573,241)	0	19,171,469
FY 04/05		14,050,998	0	14,050,998	4,376,896	0	352,597	(682,265)	0	18,098,226
FY 03/04		11,761,166	0	11,761,166	5,804,006	0	156,755	(3,670,929)	0	14,050,998
FY 02/03		9,546,582	0	9,546,582	2,749,128	0	168,551	(703,095)	0	11,761,166
FY 01/02		8,401,399	0	8,401,399	2,583,153	0	200,429	(1,638,399)	0	9,546,582
FY 00/01		6,379,138	0	6,379,138	1,934,823	0	392,491	(305,053)	0	8,401,399
FY 99/00		7,076,782	0	7,076,782	1,782,700	0	279,917	(226,736)	0	8,912,663
FY 98/99		4,150,969	0	4,150,969	578,101	521,958	194,739	(902,509)	0	4,543,257
FY 97/98		2,533,525	0	2,533,525	1,441,649	586,562	175,593	(586,359)	0	4,150,969
FY 96/97		1,185,545	0	1,185,545	1,523,104	0	82,726	(257,851)	0	2,533,525
FY 96/96		1,083,548	0	1,083,548	186,647	0	50,163	(134,813)	0	1,185,545
FY 94/95		378,209	2,320	380,530	677,800	0	29,858	0	(2,320)	1,085,868
FY 93/94		91,299	0	91,299	279,750	0	9,910	(2,750)	0	378,209
FY 92/93		137,534	0	137,534	0	0	2,391	(48,625)	0	91,299
FY 91/92		257	0	257	183,700	0	2,291	(48,714)	0	137,534
TOTAL					40,192,288	(404,048)	5,533,299	(26,528,322)	(135,662)	
SCOTT ROAD	***31693***									
RBBD										
FY 10/11		2,113,720	0	2,113,720	74,151	(36,250)	13,539	(685,670)	0	1,479,490
FY 09/10		2,450,796	0	2,450,796	15,729	(133,226)	27,604	(247,183)		2,113,720
FY 08/09		2,722,421	1,012	2,723,433	51,756	(20,223)	60,744	(363,902)	(1,012)	2,450,796
FY 07/08		3,912,883		3,912,883	268,774	(594,380)	161,169	(1,026,025)	0	2,722,421
FY 06/07		3,694,807		3,694,807	661,777	(122,659)	196,948	(517,990)	0	3,912,883
FY 05/06		2,043,128	0	2,043,128	1,775,800	0	100,293	(224,414)	0	3,694,807
FY 04/05		355,569	0	355,569	1,854,231	0	26,826	(193,498)	0	2,043,128
FY 03/04		562,444	0	562,444	890,912	0	11,004	(1,108,790)	0	355,569
FY 02/03		0	0	0	560,885	0	1,559	0	0	562,444
TOTAL					6,154,015	(906,738)	599,687	(4,367,474)	(1,012)	

ATTACHMENT G

TABLES AND SUPPORTING ATTACHMENTS SUMMARIZING TRANSPORTATION DEPARTMENT SIGNAL MITIGATION FEES

COUNTY OF RIVERSIDE

ANNUAL FEE REPORT
for the
SIGNAL MITIGATION PROGRAM (Ord. 748)
AND THE DIF SIGNAL FEE COMPONENT
for the period July 1, 2010 to June 30, 2011

TRANSPORTATION AND LAND MANAGEMENT AGENCY
TRANSPORTATION DEPARTMENT

November 2011

INTRODUCTION

This annual report is submitted pursuant to the requirements in Subsection (d) of Section 8 of Traffic Signal Mitigation Ordinance No. 748 and its related Resolution No. 94-368. This report also provides information for purposes of tracking the projects funded by Traffic Signal Fee Component of the Development Impact Fee (DIF) adopted under Ordinance 659.

The purpose of this report includes the following:

- To provide a summary report of the activities of the Traffic Signal Mitigation Program including fee revenues, expenditures and balances, and project status for the previous fiscal year.

- To determine the annual fee adjustment factor (based on the annual average cost of construction cost index for the Los Angeles Metropolitan area) and the corresponding fee adjustments. The new fees are to be effective upon approval by the Board of Supervisors of this report. The new fee schedule is to be used for two development projects approved under a Development Agreement (DA) which preclude the collection of DIF fees.

- To report programming of traffic signal projects in each Supervisorial District based on the available fund balance, and as shown in the FY 11-17 TIP.

- To provide a report of signals proposed to be programmed using Traffic Signal DIF funds.

The information is summarized in various tables as shown in this report.

This report covers project activities for the period of July 1, 2010, to June 30, 2011, to coincide with the DIF Report submittal time frame, and for ease of obtaining financial data. Financial data included in this report is for the 12-month period from July 1, 2010 to June 30, 2011.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

INDEX OF TABLES

SIGNAL MITIGATION PROGRAM (Ord. 748)

TABLE #1 SIGNAL MITIGATION PROGRAM (Ord. 748) Annual Fee Adjustment For Fiscal Year 2011 / 2012			
Fee Category	Current Fee FY 10/11	*Fee Increase (rounded to nearest dollar)	New Fee FY 11/12
Single Family	$334 / d.u.	$3	$337 / d.u.
Multiple Family	$312 / d.u.	$2	$314 / d.u.
Senior / Retirement Single Family	$222 / d.u.	$2	$224 / d.u.
Senior / Retirement Multiple Family	$208 / d.u.	$2	$210 / d.u.
Non-Profit	Exempt	N/A	Exempt
Industrial	$3,905 / ac.	$31	$3,936 / ac.
Commercial	$5,577 / ac.	$45	$5,622 / ac.

*Based on 0.8 percent increase in the Construction Cost Index (CCI) for 2011 (see Table 2). This fee schedule is valid only for previously approved development projects that have conditions still governed by Ord. 748.

TABLE #2

Construction Cost Index Percent Change - 2011

Los Angeles Metropolitan Area - As reported in the Engineering News Record (Nov. 1, 2011)

November 2010 November 2011	10007.55 10088.30
CCI % Change	$\frac{10088.30 - 10007.55 \times 100\%}{10007.55}$
	= + 0.8 %

TABLE #3
SIGNAL MITIGATION PROGRAM TRUST ACCOUNT
Annual Report for 2011 for the Period of July 1, 2010 to June 30, 2011

District	Beginning Balance 7/1/10	Fees Collected	Interest	Project Expenditures	Ending Balance ** 6/30/11
SSA-1 Supervisor Signal Area +	$ 82,457.06	$ -	$ 542.76	$ (387.88)	$ 82,611.94
SSA-2 Supervisor Signal Area +	$ 230.59	$ -	$ (230.59)	$ -	$ -
SSA-3 Supervisor Signal Area +	$ 125.00	$ -	$ (125.00)	$ -	$ -
SSA-4 Supervisor Signal Area +	$ 1,138,055.24	$ -	$ 6,738.79	$ (464,252.95)	$ 680,541.08
SSA-5 Supervisor Signal Area +	$ 1.80	$ -	$ (1.80)	$ -	$ -
Totals:	$ 1,220,869.69	$ -	$ 6,924.16	$ (464,640.83)	$ 763,153.02
Total Signal Mitigation Balance: *					**$ 763,153.02**

* The Transportation Department has successfully applied for other funds to supplement signal mitigation district funds for completing the current active signal projects. Other major sources of funds are STP, HES, other government agencies' share of joint signal projects, CMAQ, Measure A, and Gas Tax.

** See Table A for programming of fund balance.

+ The Signal Mitigation Funds are tracked by Supervisorial District, but are not required to be spent in the District where they were collected. Over time, expenditures and revenues are expected to balance within each Supervisorial District.

TABLE #4
SUMMARY OF SIGNAL PROJECT ACTIVITY
Annual Report for 2011 for the Period of July 1, 2010 to June 30, 2011

Status of Projects	ACTIVE PROJECT STATUS AS OF 6/30/11					
	SUPERVISORIAL DISTRICT #1	SUPERVISORIAL DISTRICT #2	SUPERVISORIAL DISTRICT #3	SUPERVISORIAL DISTRICT #4	SUPERVISORIAL DISTRICT #5	TOTALS
COMPLETED	0	1	0	2	0	3
UNDER CONSTRUCTION	0	0	0	2	1	3
DESIGN	0	0	0	1	0	1
TOTAL PROJECTS	0	1	0	5	1	7

ACTIVE SIGNAL PROJECT STATUS
ANNUAL REPORT FOR 2010/2011

SUPERVISORIAL DISTRICT #1

TABLE #5

LOCATION	STATUS ON 7/1/10	STATUS ON 6/30/11
NO PROJECTS ARE PROGRAMMED FOR SUPERVISORIAL DISTRICT #1 AS FUND BALANCE FOR SSA 1 IS CLOSE TO ZERO. NEW SIGNAL PROJECTS ARE PROGRAMMED UNDER THE WESTERN COUNTY DIF SIGNAL MITIGATION COMPONENTS.		

SUPERVISORIAL DISTRICT #2

TABLE #6

LOCATION	STATUS ON 7/1/10	STATUS ON 6/30/11
Citrus St & Cleveland Ave *	Under Construction	Completed

* Construction of this project was completed by using West County Traffic Signal DIF.

SUPERVISORIAL DISTRICT #3

TABLE #7

LOCATION	STATUS ON 7/1/10	STATUS ON 6/30/11
NO PROJECTS ARE PROGRAMMED FOR SUPERVISORIAL DISTRICT #3 AS FUND BALANCE FOR SSA 3 IS ZERO. NEW SIGNAL PROJECTS ARE PROGRAMMED UNDER THE WESTERN COUNTY DIF SIGNAL MITIGATION COMPONENTS.		

ACTIVE SIGNAL PROJECT STATUS
ANNUAL REPORT FOR 2010/2011

SUPERVISORIAL DISTRICT #4

TABLE #8

LOCATION	STATUS ON 7/1/10	STATUS ON 6/30/11
Date Palm & I-10 Interchange Signal*	Project to be advertised.	Construction start pending
Palm Dr & I-10 Interchange Signals (Part of the I-10 Interchange Project)	Under Construction	Under Construction
Washington St. & 41st Ave	Project to be advertised	Completed
42nd Ave & Lima Hall Rd	Project to be advertised	Completed
Harrison St. & 66th Ave	Design	Final Design

*Project is to be funded by East County DIF fund from hereon.

SUPERVISORIAL DISTRICT #5

TABLE #9

LOCATION	STATUS ON 7/1/10	STATUS ON 6/30/11
State Route 74 & Sherman Ave Issue: Requires coordination with BNSF Railroad and approval by Caltrans. *	Under Construction	Under Construction

* Project is being constructed as part of the EDA beautification project on SR 74 between Trumble and Antelope Roads.

APPENDIX

SIGNAL MITIGATION FUND

ALLOCATION FOR SIGNAL PROJECTS

TABLE "A" DATE: 11/7/11 SIGNAL FUNDS PROGRAMMED IN SUPERVISORIAL DISTRICT #4				
PROJECT LOCATION	W.O. #	FY 09/10 PROGRAM AMOUNT	ADDITIONAL FUND OBLIGATION	SSA FUND EXPENDITURE SUMMATION
Date Palm & I-10 Interchange	A80373	$ 139,000	$ (139,000)	$ -
Palm Dr & I-10 Interchange	A4-0740	$ 438,000	$ (388,000)	$ 50,000 *
Harrison St & 66th Ave	B2-0439	$ -	$ 630,000	$ 630,000 **
* Funds for traffic signal-related cost for project. **This project is also funded by East County Signal DIF.			TOTAL:	$ 680,000

NOTE: Fund Balance for SSA1 to 3 and SSA 5 is zero or near zero. No projects are programmed. New signal projects are programmed under Western or Eastern County DIF Signal Mitigation Component.

TABLE #10

DATE: 11/7/11 SIGNAL MITIGATION PROGRAM FUND SUMMARY

SUPERVISORIAL SIGNAL AREA	FY 2010/11 AVAILABLE BALANCE	AMOUNT PROGRAMMED	AVAILABLE / SHORTFALLS
SSA 1	$ 83,000	$ -	$ 83,000
SSA 2	$ -	$ -	$ -
SSA 3	$ -	$ -	$ -
SSA 4	$ 680,000	$ 680,000	$ -
SSA 5	$ -	$ -	$ -
Total:	$ 763,000	$ 680,000	$ 83,000

Attachment A

Signal Projects Funded/Proposed to be funded by DIF SMF Component

PROJECT NUMBER	PROJECT LOCATIONS	DIF FUND AMOUNT	SUPV. DISTRICT
	Western County DIF Traffic Signal Projects		
	Completed Western County DIF Traffic Signal Projects		
B40481	Harrison St & Citrus St	$ 166,805	2
B40522	Harrison St & Schleisman Rd	$ 157,000	2
B50358	Limonite Ave & Cleveland Ave	$ 162,477	2
B60448	Archibald Ave & River Rd	$ 210,000	2
B60450	Menifee Rd & Mc Call Blvd	$ 210,000	3
B60454	Winchester Rd (SR-79) & Skyview Rd	$ 235,000	3
B60461	Mission Trail & Canyon Dr	$ 280,000	1
B60563	Limonite Ave & Lucretia Ave	$ 407,000	2
B6-0583	Cleveland Ave & Citrus Ave	$ 362,000	2
B70699	Archibald Ave & 65th St	$ 210,000	2
B70700	Cleveland Ave & Schleisman Rd	$ 210,000	2
B70704	Ruibidoux Blvd &Tarragona Dr/El Rivino	$ 76,000	2
B70719	Van Buren Blvd. (Mockingbird to Gamble)	$ 131,000	1
B8-0687	La Peidra Rd & Spring Deep Ter. Flashing B.	$ 46,000	3
B8-0688	Limonite Ave & Hudson St Flashing Beacon	$ 53,000	2
B8-0690	Harrison St & 65th St	$ 285,000	2
B90954	Mcall Blvd & Sherman Rd	$ 142,000	3
B90975	Bellegrave Ave & Bain St	$ 177,000	2
B90976	Antelope Rd & Holland Rd	$ 86,940	3
B90986	Sherman Ave and Walnut Ave	$ 280,000	5
B90987	Clay St & De Anza Plaza Driveway	$ 377,000	2
C00516	Campbell Ranch Rd & Temescal Canyon Rd	$ 235,000	1
C00517	Hamner/Sumner Corridor Sig. Mod. (bike ln)	$ 225,000	2
	Completed Western County DIF Traffic Signal Projects	**$ 4,724,222**	
	Removed Western County DIF Traffic Signal Projects		
A40740	I-10 & Palm Dr Interchange	$ 250,000	5
B40482	Hamner & Schleisman Rd (New algn.)	$ 235,000	2
B50409	Leon Rd & Rice Rd bridges	$ 682,000	3
B50659	Baxter Rd & I -15	$ 368,000	1
B60466	Temescal Canyon Rd & Lawson Rd	$ 5,000	1
B70761	Jurupa Rd & Pedley Ave	$ 178,000	2
B90947	Galena St & Pedley Rd	$ 396,000	2
B90948	Temescal Canyon Rd & Matri Rd	$ 310,000	1
B90996	Battery Backup System - countywide	$ 700,000	1.2.3
B90996	Battery Backup System - countywide	$ 500,000	4,5
C00543	LED Retrofit of signals and IISNS -Cntywide	$ 48,000	1.2.3
C00543	LED Retrofit of signals and IISNS -Cntywide	$ 24,000	4,5
	Removed Western County DIF Traffic Signal Projects	**$ 3,696,000**	

	Remaining Obligation for Western County DIF Traffic Signal Projects			
A50220	Rte 74 & Sherman Rd	$	385,000	5
B20421	Iowa Ave & Main St	$	69,000	5
B20469	Bedford Cyn Rd and El Cerrito Rd	$	570,000	2
B20472	Clinton Keith Rd (Antelope Rd to SH79)	$	600,000	3
B40512	Rubidoux Blvd & Market St (Mod)	$	391,000	2
B60452	Leon Rd & Scott Rd	$	500,000	3
B60456	Washington St & Yates Rd	$	235,000	3
B60457	Washington St & Abelia St	$	235,000	3
B60459	Market St & Agua Mansa Rd	$	383,000	2
B60460	Magnolia Ave & Neece St	$	583,000	2
B70767	El Cerritos Rd & Temescal Canyon Rd	$	474,000	2
B70788	Magnolia Ave @ BNSF RR Xing	$	251,000	2
B80676	Traffic Signal Coordination	$	100,000	1,2,3
B80680	Schleisman Rd & Hellman Ave	$	235,000	2
B90943	Ruibidoux Blvd & 28th St	$	413,000	2
B90946	San Timateo Cyn Rd & Live Oak Cyn Rd	$	500,000	5
B90949	Auld Rd & Leon Rd	$	235,000	3
B90950	Auld Rd & Briggs Rd	$	235,000	3
B90951	Benton Rd & Pourroy Rd	$	185,000	3
B90952	Antelope and Ellis	$	235,000	5
B90953	Main St & Michgan Ave	$	412,000	5
B90961	Limonite Ave & Downey St	$	300,000	2
B90998	Clark Street & Old Elsinore Rd	$	146,000	1
C00509	Van Buren Blvd. (Signal Equip Modifications)	$	17,000	1
C00533	Grand Ave & Blackwell Blvd	$	50,000	1
C10624	Ramona Expwy & Lakeview Ave	$	571,000	5
C10625	Limonite Ave & Etiwanda Ave	$	250,000	2
C10647	Cajalco Rd and Alexander St	$	25,000	1
	Remaining Obligation for Western County DIF Traffic Signal Projects	**$**	**8,585,000**	
	New Western County DIF Traffic Signal Projects			
C20128	Murrieta Hot Spr Rd & Willows Ave	$	346,000	3
C20129	Washington Street and Krameria Ave	$	500,000	1
C20139	Stanford St & Mayberry Ave	$	516,000	3
	New Western County DIF Traffic Signal Projects	**$**	**1,362,000**	
	Eastern County DIF Traffic Signal Projects			
	Remaining Obligation for Eastern County DIF Traffic Signal Projects			
A40581	Indian Ave & Pierson Blvd	$	250,000	5
A80372	I-10 & Indian Ave Interchange	$	250,000	5
A80373	I-10 & Date Plam Interchange	$	250,000	4
B20388	I-10 & Jefferson Ave Interchange	$	250,000	4
B20439	66th & Harrison	$	200,000	4
B80676	Traffic Signal Coordination	$	100,000	4,5
B90955	Harrison Ave (Old SR86) & 74th Ave	$	219,000	4
B90977	North Indian Canyon Dr & 18th Ave	$	235,000	5
C20132	Grapefruit Blved & 4th St	$	427,000	4
	Remaining Obligation for Eastern County DIF Traffic Signal Projects	**$**	**2,181,000**	
	New Eastern County DIF Traffic Signal Projects			
C00537	42nd Ave & Lima Hall Rd	$	86,000	4
C20151	Ramon Rd & Monterey Ave	$	391,000	4
	New Eastern County DIF Traffic Signal Projects	**$**	**477,000**	

ATTACHMENT H

TABLES AND ATTACHMENTS SUMMARIZING FIRE DEPARTMENT MITIGATION FEES

ANNUAL REPORT FOR FIRE MITIGATION FEES
FY 2010/2011

Brief Description of Fee

In 1983, the Board of Supervisors authorized the collection of a mitigation fee for fire protection purposes, including fire station facility construction, land and fire equipment acquisition. Fire mitigation fees are no longer collected and have been superseded with the passage of Ordinance 659.7, development impact fees.

Amount of the Fee

Fees are no longer collected under this program and are now collected through Ordinance 659.7.

Detailed Procedures of the Duties and Responsibility of each County Staff Member Necessary to Implement Fire Mitigation Fees

As stated above, fees are no longer collected for fire mitigation. For remaining unspent fire mitigation fees, Fire Department staff is responsible for the accounting and disbursement of remaining funds. The analyst verifies the fund balance against the monthly financial reports and/or through electronic query reports available within the county's financial system. Administration and disbursement of the monthly financial reports are overseen by the County of Riverside Auditor-Controller's Office.

Remaining funds are planned for specific fire stations as outlined within the annual report. Fire Department staff coordinates payment made through the financial system. After review for appropriateness of payment, the accounts payable staff within the County of Riverside Auditor-Controller's Office releases the check for payment.

RIVERSIDE COUNTY FIRE DEPARTMENT FY 10-11
MITIGATION TRUST FUND

Prepared By Ana Ramirez
(951) 940-6900

Fund No. 30300, 30301, 30302 Fire Capital Project Fund and Fire Protection
Type of Fee : FIRE STATION FACILITY CONSTRUCTION / LAND ACQUISITION / FIRE EQUIPMENT ACQUISITION FUND
Amount of Fee : RESIDENTIAL UNIT = $400
COMMERCIAL / INDUSTRIAL / RETAIL = $ 0.25 PER SQUARE FOOT

DESCRIPTION	BEGINNING BALANCE FY 2010/11	MIT FEES COLLECTED FY 2010/11	INTEREST PERCENTAGE FY 2010/11	INTEREST EARNED FY 2010/11	SUB TOTAL 06/30/10	PROJECT EXPENDITURES FY 2010/11	% FUNDED W / FEES	END BALANCE 06/30/10
Reported Fund Balance	$ 1,121,523							
Net Fund Balance Adj								
Revised Beg Balance	$ 1,121,523	-	100.00%	$ 7,207	$ 1,128,730	$ 226,224	-	$ 902,506

Station #	Land Acquisition	Design	Pre Construction (Co. Permits/Fees)	Facility	Utilities	Total	Project Start	Notice of Completion
4 - Cajalco	-	-	-	$ 24,515		$ 24,515		09/01/11
27- Eastvale	-	-	-	$ 7,499		$ 7,499	01/01/03	10/20/11
39 - Thermal				$ 7,562		$ 7,562		
77 - Lake Riverside				$ 43,778		$ 43,778	09/01/10	01/01/12
Headquarters	-	-	-	$ 1,047		$ 1,047	03/07/06	
Clark Training Center	-	-	-	$ 141,823		$ 141,823	12/16/06	
Expenses	-	-	-	$ 226,224	$ -	$ 226,224		

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

138A

COUNTY OF RIVERSIDE MAY 9, 1893

FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:
December 6, 2011

SUBJECT: Renewal of the Local Emergency Declaration for Riverside County due to the spread of Pierce's Disease in the Local Vineyards.

RECOMMENDED MOTION: That the declaration relating to Pierce's Disease adopted as Agenda Item 3.91 on August 10, 1999, Resolution Number 99-369 be renewed.

BACKGROUND: The Riverside County Agricultural Commissioner's Office has reviewed the emergency conditions necessitating the declaration of August 10, 1999, and find that these conditions still exist. Government Code Section 8630 requires the Board to review the need for continuation of the local emergency every 14 days.

CLERK OF THE BOARD: Due to unique circumstances and unknown duration of the situation, request that renewal of this declaration be automatically submitted as an agenda item every 14 days until request to terminate is submitted by the Riverside County Agricultural Commissioner's Office.

John Snyder

John Snyder, Agricultural Commissioner/
Sealer of Weights and Measures

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	**$ 0**	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	**$ 0**	**Budget Adjustment:**	N/A
	Annual Net County Cost:	**$ 0**	**For Fiscal Year:**	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Denise C. Harden
Denise C. Harden

Dep't Recomm.: X Consent ☐ Policy

Per Exec. Ofc.: ☑ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** III | **Agenda Number:**

2.9

112

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

COUNTY OF RIVERSIDE ★ MAY 9, 1893

FROM: County Auditor-Controller

SUBMITTAL DATE:
August 1, 2011

SUBJECT: Internal Audit Report **2011-103**: Review of "Statement of Assets Held By The County Treasury As of February 28, 2011".

RECOMMENDED MOTION: Receive and file Internal Audit Report 2011-103: Review of "Statement of Assets Held By The County Treasury As of February 28, 2011".

BACKGROUND: Pursuant to Government Codes 26920(a) and 26922, the Auditor-Controller has completed the required review of the accompanying "Statement of Assets Held By The County Treasury As of February 28, 2011", prepared by the Treasurer-Tax Collector. The purpose of the review was to determine whether cash and investments as shown on the "Statement of Assets Held By The County Treasury As of February 28, 2011" were reasonably stated.

Our review included the following procedures: counting cash in the County Treasury and confirming cash and investments held on behalf of the Treasurer; and verifying that the records of the County Treasury and Auditor-Controller are reconciled for cash and investment accounts.

Based on our review, the amounts shown on the "Statement of Assets Held By The County Treasury As of February 28, 2011" are reasonably stated.

Paul Angulo

Paul Angulo, CPA, MA
County Auditor-Controller

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: [signature]
Karen L. Johnson

County Executive Office Signature

Departmental Concurrence

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 2.10

RIVERSIDE COUNTY
OFFICE OF THE AUDITOR-CONTROLLER

County Administrative Center
4080 Lemon Street, 11th Floor
P.O. Box 1326
Riverside, CA 92502-1326
(951) 955-3800
Fax (951) 955-3802

COUNTY OF RIVERSIDE AUDITOR-CONTROLLER
Paul Angulo, CPA, MA
AUDITOR-CONTROLLER

August 1, 2011

Mr. Don Kent
Treasurer-Tax Collector
4080 Lemon Street, 4th Floor
P.O. Box 12005
Riverside, CA 92502-3660

Subject: Internal Audit Report 2011-103: Verification of Statement of Assets Held by the County Treasury As of February 28, 2011.

Dear Don Kent:

Pursuant to Government Codes 26920(a) and 26922, the Auditor-Controller has completed the required review of the accompanying "Statement of Assets Held By The County Treasury As of February 28, 2011", prepared by the Treasurer-Tax Collector. The purpose of the review was to determine whether cash and investments as shown on the "Statement of Assets Held By The County Treasury As Of February 28, 2011" were reasonably stated.

Our review included the following procedures:

1) Counting cash in the County Treasury and confirming cash and investments held on behalf of the Treasurer; and

2) Verifying that the records of the County Treasury and Auditor-Controller are reconciled for cash and investment accounts.

Based on our review, the amounts shown on the "Statement of Assets Held by the County Treasury As of February 28, 2011" are reasonably stated.

Paul Angulo, CPA, MA
County Auditor-Controller

Russell Dominski

By: Russell Dominski
Chief Accountant

cc: Sue Bauer, Senior Chief Deputy Treasurer-Tax Collector

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

SUE BAUER
SR. CHIEF DEPUTY TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER II

GIOVANE PIZANO
INVESTMENT MANAGER

TREASURER
COUNTY OF RIVERSIDE

DON KENT
TREASURER

GARY COTTERILL
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

STATEMENT OF ASSETS HELD BY THE COUNTY TREASURY
AS OF FEBRUARY 28, 2011

	County Pool	Total
CASH		
Cash on Hand	4,415.57	4,415.57
Cash Items To/From Bank	(32,648.37)	(32,648.37)
Receivables	1,216,074.49	1,216,074.49
Demand Accounts	317,241,247.81	317,241,247.81
Imprest Cash	1,542,597.00	1,542,597.00
Total Cash	319,971,686.50	319,971,686.50
INVESTMENTS, stated at cost		
Securities	5,314,436,486.43	5,314,436,486.43
Total Investments	5,314,436,486.43	5,314,436,486.43
Total Assets	5,634,408,172.93	5,634,408,172.93

Grace Presto
Deputy Treasurer-Tax Collector
March 7, 2011

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR
★★★★★
4080 LEMON STREET, 4TH FLOOR ★ P.O. BOX 12005 ★ RIVERSIDE, CALIFORNIA 92502
WWW.RIVERSIDETAXINFO.COM ★ (951) 955-3900 ★ 1(877) 748-2689 ★ FAX (951) 955-3923

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: County Auditor-Controller

SUBMITTAL DATE:
November 9, 2011

SUBJECT: Internal Audit Report 2012-014: Office of the Auditor-Controller

RECOMMENDED MOTION: Receive and File Internal Audit Report 2012-014: Office of the Auditor-Controller.

BACKGROUND: We have completed an audit of the Office of the Auditor-Controller to provide management and the Board of Supervisors with an independent assessment of internal controls over department head change and the revolving fund. We performed the audit between August 18, 2011, and November 9, 2011, covering the period January 3, 2011, through November 9, 2011. Based upon the results of our audit, we determined the capital assets were transferred to the new Auditor-Controller in a timely manner and adequate internal controls are in place over the revolving fund.

Paul Angulo, CPA, MA
County Auditor-Controller

FINANCIAL DATA				
Current F.Y. Total Cost:	$ 0	**In Current Year Budget:**	N/A
Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
Annual Net County Cost:	$ 0	**For Fiscal Year:**	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Karen L. Johnson

County Executive Office Signature

Departmental Concurrence

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 2.11

County of Riverside

INTERNAL AUDIT REPORT

2012-014

Office of the Auditor-Controller

November 9, 2011

Office of
Paul Angulo, CPA, MA
County Auditor-Controller

4080 Lemon Street
P.O. Box 1326
Riverside, CA 92502-1326

COUNTY OF RIVERSIDE
OFFICE OF THE
AUDITOR-CONTROLLER

County Administrative Center
4080 Lemon Street, 11th Floor
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(951) 955-3800
Fax (951) 955-3802

AUDITOR CONTROLLER
COUNTY OF RIVERSIDE

Paul Angulo, CPA, MA
AUDITOR-CONTROLLER

November 9, 2011

Paul Angulo, CPA, MA
Auditor-Controller
4080 Lemon St., 11th Floor
Riverside, CA 92502

Subject: **Internal Audit Report 2012-014: Office of the Auditor-Controller**

Dear Mr. Angulo:

We have completed an audit of the Office of the Auditor-Controller to provide management and the Board of Supervisors with an independent assessment of internal controls over department head change and the revolving fund. We performed the audit between August 18, 2011, and November 9, 2011, covering the period January 3, 2011, through November 9, 2011.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain reasonable assurance that our objective as described in the preceding paragraph is achieved. An audit includes examining, on a test basis, evidence about the adequacy and effectiveness of internal controls, compliance with applicable laws and regulations, and performing other procedures we considered necessary. We believe the audit provides a reasonable basis for our conclusion.

Internal controls are processes designed to provide management reasonable assurance of achieving operational efficiency, compliance with laws and regulations, and reliability of financial information. Management is responsible for establishing. and maintaining adequate internal controls; our responsibility is to assess the adequacy of internal controls based upon our audit.

Based upon the results of our audit, we determined the capital assets were transferred to the new Auditor-Controller in a timely manner and adequate internal controls are in place over the revolving fund.

We discussed the results contained in this report, as well as comments and suggestion of lesser significance, with the appropriate level of management in the course of the audit.

We thank the Office of the Auditor-Controller for their cooperation and assistance during the audit.

By: Russell S. Dominski
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Table of Contents

Executive Summary

Overview

The Riverside County Auditor-Controller is an independent, nonpartisan elected office established to provide various accounting and property tax administration services to the county government, special districts, schools, and cities. The Auditor-Controller is the chief accounting and disbursement officer of the county responsible for budget control, disbursements and receipts, and financial reporting. In addition, this office is responsible for audits of all departments and certain agencies within the county's jurisdiction.

Audit Objective

Our audit objective is to provide management and the Board of Supervisors with an independent assessment of internal controls over the department head change and the revolving fund.

Audit Conclusion

Based upon the results of our audit, we determined the capital assets were transferred to the new Auditor-Controller in a timely manner and adequate internal controls are in place over the revolving fund.

Department Head Change

Background

Per the Auditor-Controller's Standard Practice Manual (SPM) Policy Number 912, upon retirement or termination of a department head, accountability for capital assets must be transferred to the new or acting department head and notification filed with the Auditor-Controller's Office. Additionally, revolving funds are also required to be transferred to the new department head utilizing Revolving Fund Request Order & Change Form (SPM Form AR-1).

Objective

To determine if the required forms for the transfer of capital assets and revolving funds from the former to the new department head were completed and properly filed.

Audit methodology

To accomplish our objectives, we:

- established the date of the department head change;
- verified proper forms were completed for transfer of accountability of capital assets and revolving funds and submitted to the Auditor-Controller's Office; and
- identified and verified existence of capital assets that were transferred to the new department head.

Results

At the time the new Auditor-Controller took office on January 3, 2011, the department had a total of nine capitalized assets with a recorded cost of $111,155, which included copiers, software and servers. These assets were transferred to the new department head per the Inventory of County Property for Capital Assets (SPM Form AM-1). Since the change in department head went into effect, no asset changes (additions or deletions) have been made. For the revolving funds, we verified the Revolving Fund Request Order & Change Form (SPM Form AR-1) was completed. However, the custodianship of the revolving fund was not transferred to the new department head because the old department head was not the custodian of the revolving fund and the custodian has not changed.

Based upon the results of our testing, we verified the appropriate forms were completed and properly filed for the transfer of capitalized assets to the new Auditor-Controller.

Revolving Funds

Background

Revolving Funds are established by the county department under the custodianship of a county officer for the use of official county business. The Office of the Auditor-Controller has one revolving fund in the amount of $400 maintained as petty cash. This fund is principally used to pay for general office expenses including office supplies, postage, and any incidentals.

Objective

To determine the existence and adequacy of internal controls over the safeguarding of the revolving fund.

Audit methodology

To accomplish our objectives, we:

- reviewed Revolving Fund Request Order & Change Form (SPM Form AR-1) for the establishment of the revolving fund;
- gained an understanding of the procedures affecting revolving funds through interviews with key personnel of the department;
- verified revolving fund reconciliations are performed;
- reviewed the supporting documentation for a sample of transactions that were replenished; and
- verified adequate segregation of duties exists.

Results

The Office of the Auditor-Controller has an established process in place for the use of the revolving fund. Access to the revolving fund (petty cash) is limited only to the fund custodian. We physically observed the petty cash is kept in a locked box in a locked drawer at all times and access is limited to the individual who has the key to the drawer. A sample of revolving fund transactions was selected to review the supporting documentation and ensure the transactions were for official county business use. As a result of our testing, we determined internal controls exist and are adequate over the safeguarding and use of the revolving fund.

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

COUNTY OF RIVERSIDE · MAY 9, 1893

FROM: County Auditor-Controller

SUBMITTAL DATE: October 27, 2011

SUBJECT: Internal Audit Report 2011-304: County of Riverside Fire Department Cooperative Services Agreements with Local Agencies, Follow-up.

RECOMMENDED MOTION: Receive and file Internal Audit Report 2011-304: County of Riverside Fire Department Cooperative Services Agreements with Local Agencies, Follow-up.

BACKGROUND: We have completed the Follow-up Audit of Cooperative Service Agreements with Local Agencies. Our audit was limited to reviewing actions taken as of April 6, 2011, to correct the findings noted in our original audit report 2009-027-002 dated December 24, 2009.

(Continued)

Paul Angulo

Paul Angulo, CPA, MA
County Auditor-Controller

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Karen L. Johnson

County Executive Office Signature

Departmental Concurrence

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 2.12

BACKGROUND continued:

The original audit report contained five findings, all of which required corrective action and; therefore, were reviewed as part of this audit. For an understanding of the original audit, Internal Audit Report 2009-027-002, please refer to www.auditorcontroller.org. This follow-up audit found that of the five findings, three were corrected and two were partially corrected.

We will follow-up on the two partially corrected findings in our second Follow-up Audit of Cooperative Service Agreements with Local Agencies within one year.

County of Riverside

INTERNAL AUDIT REPORT

2011-304

County of Riverside Fire Department Cooperative Service Agreements with Local Agencies Follow-up

October 27, 2011

Office of
Paul Angulo, CPA, MA
County Auditor-Controller

4080 Lemon Street
P.O. Box 1326
Riverside, CA 92502-1326

COUNTY OF RIVERSIDE
OFFICE OF THE
AUDITOR-CONTROLLER

County Administrative Center
4080 Lemon Street, 11th Floor
P.O. Box 1326
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COUNTY OF RIVERSIDE
AUDITOR-CONTROLLER

Paul Angulo, CPA, MA
AUDITOR-CONTROLLER

October 27, 2011

Chief John Hawkins
Fire Department
210 W San Jacinto Ave.
Perris, CA 92570

Subject: Internal Audit Report 2011-304: County of Riverside Fire Department, Cooperative Service Agreements with Local Agencies, Follow-up

Dear Chief Hawkins:

We have completed the Follow-up Audit of Cooperative Service Agreements with Local Agencies. Our audit was limited to reviewing actions taken as of April 6, 2011, to correct the findings noted in our original audit report 2009-027-002 dated December 24, 2009.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain reasonable assurance that our objective, as described in the preceding paragraph, is achieved. Additionally, the standards require that we conduct the audit to provide sufficient, reliable, and relevant evidence to achieve the audit objectives. We believe the audit provides a reasonable basis for our opinion.

The original audit report contained five findings, all of which required corrective action and; therefore, were reviewed as part of this audit. For an understanding of the original audit, Internal Audit Report 2009-027-002, please refer to www.auditorcontroller.org. This follow-up audit found that of the five findings, three were corrected and two were partially corrected.

Summarizing the partially corrected findings:

- The methodology to include the cost of Hazmat as a component of the cost allocation to contracting cities is in place. However, the money recuperated through cost recovery efforts is currently not being allocated in the same manner. We have discussed this with the Fire Department and they agreed to allocate cost recovery revenue in the same manner.

- Processing times of cost recovery billings to non-contracting parties remains a concern. The Fire Department currently takes an average of 113 days to issue the first billing and an average of 199 days to receive payment from when the hazmat incident occurred.

Further details of the findings identified in the original audit are provided in the body of this report. We will follow-up on the two partially corrected findings in our second Follow-up Audit of Cooperative Service Agreements with Local Agencies within one year.

We appreciate the cooperation and assistance extended to us by staff of the Fire Department during this follow-up audit. Their assistance contributed significantly to the successful completion of the audit.

Paul Angulo, CPA, MA
Auditor-Controller

Russell Dominski

By: Russell S. Dominski
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Finding 1:
The current practice of billing only the parties responsible for creating hazardous materials incidents puts the financial burden almost totally on the county. The allocation of Hazmat's operating costs to contracting agencies was discontinued when a new allocation methodology was put into effect in 2006. The current County Fire Administration is unaware of a compelling justification for not allocating Hazmat operating costs.

The Hazmat operating cost is about $5 million per year. For a two-year period ending December 31, 2008, the department recovered an average of $49,500 per year from responsible parties. During that same period, the department responded to 597 Hazmat incident calls of which, 347 or 58% were within jurisdictions of contracting cities (Table 1). Based on incident responses, the contracting agencies' proportionate share of the Hazmat operating costs was approximately $2.9 million. The current practice has the practical effect of the county absorbing the majority of Hazmat operating costs.

Table 1: Hazardous Materials Incident Calls

Calendar Year	Number of Calls	Calls within Contracting Agencies	%
2008	291	167	57%
2007	306	180	59%

Recommendation 1:
Update the cost allocation plan to include Hazmat operations as a program component so that contracting agencies are billed their basic share of Hazmat operating costs. Costs that are not recovered through periodic cost allocation should be billed at a rate that will enable the county to recover full costs.

Current Status 1: Partially Corrected
The Fire Department has included 50% of Hazmat's cost of operations as a program component of the cost allocation. It is important to note that the total operating cost of Hazmat has been reduced gradually since the original audit report was issued from $5 million to about $2.5 million as a result of budget cuts. As a result, Hazmat's budget for FY 2011/12 is shown as follows:

	Personnel	Operating	Hazmat Vehicle Replacement Cost	Subtotal	Budgeted cost recovery	Total budgeted cost
Hazmat's Cost for FY 2011/12	$2,260,004	$335,757	$38,745	$2,634,506	<$478,000>	2,156,506

The current methodology shares 50% or $1,130,002 of personnel cost with contracting cities through the cost allocation process while the other 50% of the personnel cost is sustained by the county in accordance with Government Code 51350. However, the current process allocates all revenue recovered through the Department's cost recovery efforts amongst all contracting parties, offsetting the actual cost respectively (see table above). As a result, we find this process to be inconsistent with their overall cost allocation process. We have discussed this with the Fire Department and they agreed to allocate cost recovery revenue in the same manner.

Finding 2:
The department uses the California State rates for billing the parties responsible for creating hazardous materials incidents because the department has not developed its own Hazmat rates based on actual costs. The use of the state rates is not in keeping with the Government Code Section 51350 and County Board Policy B-4 stipulating that actual costs are to be recovered.

Recommendation 2:
Develop Hazmat billing rates based on actual operating costs. We envision a need for at least two rates: one rate for billing non-contracting agencies for the full Hazmat cost, and another rate for billing contracting agencies for costs that are not recovered through the cost allocation

Current Status 2: Corrected
The Fire Department has developed its own Hazmat rates for equipment and personnel. The personnel rates were reviewed by the Auditor Controller's Office in May 2011 and approved by the Board of Supervisors in June 2011. The Fire Department is now in compliance with Government Code Section 51350 and County Board Policy B-4.

Finding 3:
As of September 22, 2009, the department had not billed the parties responsible for creating 147 Hazmat incidents. Twenty-two of these incidents are more than three years old. We estimated the unbilled charges to be about $576,000 (Table 2).

Table 2: Unprocessed Charges

Responsible Party	Number of Unprocessed Charges	Estimated Total Charges
Individual	67	$ 224,000
Business	80	352,000
Total	147	$ 576,000

Recommendation 3
Process all pending Hazmat bills and bring all Hazmat claims status to current. Review procedures to ensure the prompt processing of charges going forward.

Current Status 3: Partially Corrected
Of the Hazmat incidents identified in previous audit (see table above), $81,592 was recovered and another $44,538 is in "processed" status. The other incidents totaling $449,870 were determined unrecoverable due to the two year statute of limitations (Health and Safety Code 13009, 13009.1 and 13009.6). Processing times of cost recovery billings remains a concern. The Fire Department currently takes an average of 113 days to issue the first billing and an average of 199 days to receive payment from when the hazmat incident occurred. To improve on their processing efficiency, the department has dedicated more resources to the cost

recovery efforts, hiring additional help and improving their procedures. This has been an ongoing process given the budget constraints.

<u>Finding 4:</u>
We noted the following errors in the cost allocation plans:

a. <u>Fiscal Year 2008/09</u>: The number of yearly incident calls made by the City of Banning was entered as 2,848, instead of 3,848, causing a $54,131 understatement of costs allocated to the contracting city of Banning.

b. <u>Fiscal Year 2009/10</u>: Salaries of Deputy Chiefs and Division Chiefs were entered incorrectly which could potentially result in overbilling of contracting agencies in the amount of $13,034. Management has been made aware of this situation so that appropriate adjustments could be made when the billings are actually prepared.

Currently, a second staff member is being cross-trained to assume the cost allocation plan preparation to allow the Deputy Chief for Administration to devote more time in overseeing the cost recovery process.

Recommendation 4.1
Resolve billing errors, as noted above, with the contracting agencies.

Recommendation 4.2
Complete the employee cross-training so that the cost allocation can be delegated to this person as early as practicable

<u>Current Status 4:</u> Corrected
The Fire Department corrected the errors noted in the FY2008/09 and FY2009/10 cost allocation plans and billed the City of Banning for the understated amount.

An employee was trained on and was delegated the responsibility for preparing the cost allocation with management reviewing the work. The department plans to continue training other employees on the cost allocation process.

<u>Finding 5:</u>
The cost allocation policy and procedures are not formally documented. ACO Standard Practice Manual Policy 104 (Internal Control) establishes that the maintenance of well-documented policies and procedures are the foundation for good internal control.

Recommendation 5
Document the cost allocation policies and procedures to guide staff and help ensure continuity of work during employee absence or turnover.

<u>Current Status 5:</u> Corrected
The Fire Department has developed draft policies and procedures for cost allocation and continues to work on its procedure manual to improve the cost allocation process.

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: County Auditor-Controller

SUBMITTAL DATE: November 8, 2011

SUBJECT: Internal Audit Report 2011-308: Law Offices of the Public Defender, Follow-up.

RECOMMENDED MOTION: Receive and file Internal Audit Report 2011-308: Law Offices of the Public Defender, Follow-up.

BACKGROUND: We have completed the first follow-up Audit of the Law Offices of the Public Defender. Our audit was limited to reviewing actions taken as of August 30, 2011, to correct the findings noted in our original audit report 2009-013 dated March 16, 2010. The original audit report contained three findings, all of which required corrective action and; therefore, were reviewed as part of this audit. For an understanding of the original audit, Internal Audit Report 2009-013, please refer to www.auditorcontroller.org. This follow-up audit found that of the three findings, two were corrected and one was partially corrected. We will follow-up on the one partially corrected finding in our second Follow-up Audit of Law Offices of the Public Defender within one year.

Paul Angulo
Paul Angulo, CPA, MA
County Auditor-Controller

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:
Karen L. Johnson

County Executive Office Signature

Departmental Concurrence

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

☒ Consent ☐ Policy Dep't Recomm.:

☒ Consent ☐ Policy Per Exec. Ofc.:

Prev. Agn. Ref.: 2.9 4/6/10 | **District:** ALL | **Agenda Number:** 2.13

County of Riverside

INTERNAL AUDIT REPORT

2011-308

Law Offices of the Public Defender Follow-up

November 8, 2011

Office of
Paul Angulo, CPA, MA
County Auditor-Controller

4080 Lemon Street
P.O. Box 1326
Riverside, CA 92502-1326

COUNTY OF RIVERSIDE
OFFICE OF THE
AUDITOR-CONTROLLER

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AUDITOR CONTROLLER
COUNTY OF RIVERSIDE
Paul Angulo, CPA, MA
AUDITOR-CONTROLLER

November 8, 2011

Gary Windom, Public Defender
Law Offices of the Public Defender
4200 Orange Street
Riverside, CA 92501

Subject: Internal Audit Report 2011-308: Law Offices of the Public Defender, Follow-up

Dear Mr. Windom:

We have completed the first follow-up Audit of the Law Offices of the Public Defender. Our audit was limited to reviewing actions taken as of August 30, 2011, to correct the findings noted in our original audit report 2009-013 dated March 16, 2010.

We conducted our audit in accordance with the International Standards for the Professional Practice of Internal Auditing. These standards require that we plan and perform the audit to obtain reasonable assurance that our objective, as described in the preceding paragraph, is achieved. Additionally, the standards require that we conduct the audit to provide sufficient, reliable, and relevant evidence to achieve the audit objectives. We believe the audit provides a reasonable basis for our opinion.

The original audit report contained three findings, all of which required corrective action and; therefore, were reviewed as part of this audit. For an understanding of the original audit, Internal Audit Report 2009-013, please refer to www.auditorcontroller.org. This follow-up audit found that of the three findings, two were corrected and one was partially corrected.

Further details of the findings identified in the original audit are provided in the body of this report. We will follow-up on the one partially corrected finding in our second Follow-up Audit of Law Offices of the Public Defender within one year.

We appreciate the cooperation and assistance extended to us by staff of the Law Offices of the Public Defender during this follow-up audit. Their assistance contributed significantly to the successful completion of the audit.

Paul Angulo, CPA, MA
Auditor-Controller

By: Russell S. Dominski
Interim Chief Internal Auditor

cc: Board of Supervisors
Executive Office
Grand Jury

Finding 1: Department policies are not strictly enforced. Expenses such as subscriptions, memberships, law books and videos were routinely processed without proper documentation and authorization. Of 31 vouchers reviewed, five did not have the required expense justification documented, six did not have supporting documents, and four did not have appropriate supervisory approval. Furthermore, quarterly "surprise" audits of petty cash funds of the Indio and Southwest offices by the Administrative Manager or designee were not performed as required.

Current Status 1: **Corrected.**
As of the first quarter fiscal year 2011/12, the Assistant Public Defender in each of the outlying offices has been assigned the surprise petty cash counts. No discrepancies were noted during the first surprise cash count. Additionally, all purchases were properly supported by documentation and reviewed by management.

Finding 2: A terminated temporary employee's system access rights to the PeopleSoft system (county's financial system) remained active because the department did not request the county system administrator to disable the employee's access rights when the employee's employment ended on April 24, 2008. ISO Policy 5.1 states that only personnel with a need to know should be authorized to have access to department-restricted data. (Upon our recommendation, management took action to have the employee's system access disabled on June 9, 2009.)

Current Status 2: **Partially Corrected.**
The department implemented policy 606 which establishes a procedure for terminating employee user rights; however, no employees have been terminated since the issuance of the policy so we were unable to verify their user rights were disabled immediately.

Finding 3: Security roles in PeopleSoft system are not appropriately segregated in accordance with ACO SPM 104 to prevent an employee from having a multiple control over key functions. Three employees have roles enabling each to process vendor codes, process payment vouchers and approve payment vouchers. Two of the three employees have additional roles enabling each to process requisitions, approve requisitions, process purchase orders, and receive the purchased merchandise.

Current Status 3: **Corrected.**
While the fiscal unit in the department is currently understaffed and unable to clearly separate all roles as noted above, they have implemented internal controls to address the finding noted. A sample of purchases made during the review period noted all functions were properly segregated.

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SUBMITTAL DATE:
December 6, 2011

FROM: Auditor-Controller

SUBJECT: Revolving Fund Accounts for Fiscal Year 2010-2011

RECOMMENDED MOTION: Receive and file the attached Revolving Fund Report for the period of July 1, 2010 through June 30, 2011.

BACKGROUND: In accordance to Section 29321.1 of the Government Code, the County Auditor shall render a written report to the Board of Supervisors at the end of each fiscal year identifying the revolving funds in existence during the fiscal year, the amount of such fund, and the officer using the fund.

As of June 30, 2010, the total balance of revolving funds was $1,497,947 compared to a June 30, 2011 balance of $1,493,147. The difference of $4,800 is due to the establishment and discontinuance of revolving fund accounts, as well as fluctuations of balances based on need in the revolving fund.

Paul Angulo, CPA, MA
County Auditor-Controller

FINANCIAL DATA	**Current F.Y. Total Cost:** -0-		**In Current Year Budget:**	No
	Current F.Y. Net County Cost: -0-		**Budget Adjustment:**	No
	Annual Net County Cost: -0-		**For Fiscal Year:**	FY10/11

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Karen L. Johnson

County Executive Office Signature

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: 2.2 12/7/2010 | **District:** ALL | **Agenda Number:** 2.14

RIVERSIDE COUNTY AUDITOR-CONTROLLER

Revolving Fund Accounts as of June 30, 2011

Treasurer's Number	Department Name	Department Number	Fund Number	Custodian	Authorized Amount
1	CEO	1100100000	10000	Kathryn Field	1,000.00 *
6	Auditor-Controller	1300100000	10000	Judy Green	400.00
8	Facilities Management	7200100000	10000	Catherine Lovell	1,750.00
10	Clerk Recorder	1200200000	10000	Larry Ward	10,000.00
11	County Counsel	1500100000	10000	Pamela J. Walls	1,600.00
12	Public Health Department	4200310000	10000	Carley Linn	10,000.00
15	Edward Dean Museum	1930100000	10000	Sarah Mundy	500.00
19	Registrar of Voters	1700100000	10000	Kari Verjil	500.00
25	Mental Health	4100400000	10000	Jerry A. Wengerd	20,000.00
26	Probation	2600200000	10000	Tom Gardner	500.00
27	Public Defender	2400100000	10000	Helen Hyder	2,800.00
36	Human Resources	1130100000	10000	Barbara A. Oliver	3,300.00
37	Probation	2600200000	10000	Alan M. Crogan	11,950.00
41	Sheriff	2500100000	10000	Doug Cady	85,000.00
44	Board of Supervisors	1000100000-1000130000	10000	Dennis Shoemate	7,000.00
45	Treasurer	1400100000	10000	Sue Bauer	5,000.00
47	DPSS	5100100000	10000	Howard Boylan	25,000.00
49	Child Support Services	2300100000	10000	John Replogle	15,000.00
50	Sheriff-Coroner	2501100000	10000	Kristina Cannis	500.00
52	Fire	2700200000	10000	Diane Sinclair	1,000.00
53	Assessors	1200100000	10000	Bobbi Schulte	20,000.00
56	Sheriff	2500100000	10000	Essam Ali	5,000.00
74	Public Guardian	4100100000	10000	William Van Der Poorten	25,000.00
75	MISP	4300200000	10000	Donna Posey	200.00
81	DA-Criminal	2200100000	10000	Jeffrey A. Van Wagenen	50,500.00
82	DA-Criminal Division-Eastern	2200100000	10000	Sean Lafferty	5,250.00
95	DA	2200100000	10000	Kristine Thornberry	10,300.00 *
98	Board of Supervisors	1000140000	10000	Leticia DeLara	300.00
99	Purchasing/Fleet	7300500000	10000	Robert Howdyshell	250.00
102	Public Defender	2400100000	10000	Griselda Bautista-Espinoza	500.00
109	Human Resources	1130100000	10000	Dianne Williamson	25,000.00
112	DA Office-Southwest	2200100000	10000	Chuck Hughes	5,250.00 *
113	Public Defender	2400100000	10000	Suzan Sonoda	500.00
117	Planning Dept	3120100000	10000	Yolanda Tyler-Jackson	500.00 **
118	Mental Health	4100200000	10000	Maria Marquez	200.00
121	Board of Supervisors	1000100000	10000	Lynda Gregory	10,000.00
129	Board of Supervisors	1000140000	10000	Robin Reid	10,000.00
131	Human Resources	1130100000	10000	Doris Lackey	200.00
24	Flood Control	947200	15100	Ivan M. Chand	600.00
132	TLMA	3130100000	20000	Rebecca Carr	500.00
104	TLMA	3100200000	20200	Pamela Semple	1,925.00
108	TLMA	3100200000	20200	Robert Brooks	10,000.00
59	Community Action	5200100000	21050	Lois J. Carson	50,000.00
4	EDA-Agency Administration	1900100000	21100	Sylvia Frazee	3,500.00
54	Office on Aging	5300100000	21450	Edward Walsh	5,600.00
61	EDA-WDC	1900300000	21550	Peggy Sanchez	10,000.00
5	EDA-Aviation	1910700000	22100	Zaskia Ruiz-Jones	1,500.00
2	EDA-National Date Festival	1920100000	22200	James Baucom	10,000.00
16	National Date Festival	1920100000	22200	Janet McFall	1,500.00
89	EDA-Fair	1920100000	22200	Colby Cataldi	12,600.00
128	TLMA/Planning Department	3130800000	22650	Edward Cooper	400.00
115	IHSS Program	985101	22800	Lorenzo Garcia	5,000.00 *
133	Perris Valley Cemetery District	980501	22900	Daniel Morgan	150.00
13	CSA-51	905102	23525	Steve H. Jones	500.00
35	Parks	931104	25400	Cesar Quinones	5,000.00
124	Public Safety Enterprise Communication	7400300000	33500	Olivia Lara	200.00
17	RCRMC	4300100000	40050	Douglas Bagley	10,000.00
73	Waste Mgmt	4500100000	40200	Sandra Green	6,850.00
84	CSA-62	906203	40440	Bill Brown	500.00
120	Assessors Clerk Recorder Record Management	1200300000	45100	Tauna L Mallis	200.00
9	Fleet Services	7300500000	45300	Doug Baracz	250.00
107	Rifmis-EFS Project (Oasis)	1103100000	45420	Michael Dearman	10,000.00
55	Information Technology	7400100000	45500	Deboah Zellner	8,000.00
127	Exclusive Care -Rubidoux Pharmacy	1132000000	45800	Donna Apostol	200.00
116	TAP- Human Resource	1131800000	47000	Robin Downs	100.00 *
64	Coachella Valley Cemetery	980001	51100	Gay O. Smith	29,000.00
87	Coachella Valley Mosquito	944001	51115	Denise Carter	267,922.00
58	CVAG	920001	51135	John. M Wohlmuth	100,000.00
83	Elsinore Valley Cemetery	980101	51175	Richard Staley	27,500.00
28	LAFCO	2900100000	51215	George Spiliotis	1,000.00
105	Murrieta Valley Cemetery	980201	51235	Annette Jennings	10,000.00
51	Northwest Mosquito	944001-944101	51255	Major S. Dhillon	395,000.00
126	Palm Springs Cemetery	980304	51270	George Stettler	14,400.00
66	Palo Verde Library	960201	51295	Brenda Sue Lugo	1,000.00
92	San Jacinto Valley Cemetery	980601-980602	51375	Carol Griese	70,000.00
125	Temecula Public Cemetery Dist	980801	51425	Cindi Beaudet	50,000.00
119	Western RC Regional Conser A	935100	51630	Honey Bernas	500.00
				Total	**1,493,147.00**

*Custodian is or has been changed in FY 12

**Revolving fund will be closed in FY12

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

140 A

FROM: County Counsel

SUBMITTAL DATE:
November 22, 2011

SUBJECT: Ordinance No. 348.4720

RECOMMENDED MOTION: That the Board of Supervisors adopt Ordinance No. 348.4720 amending the zoning in the Rancho California Area shown on Map No. 2.2332 Change of Zone Case No. 7749.

BACKGROUND: Change of Zone Case No. 7749 was tentatively approved by the Board of Supervisors on November 15, 2011.

MICHELLE CLACK, Deputy County Counsel
PAMELA J WALLS, County Counsel

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Denise C. Harden

County Executive Office Signature

Departmental Concurrence

☐ Policy ☐ Consent Dep't Recomm.:

☑ Policy ☐ Consent Per Exec. Ofc.:

Prev. Agn. Ref.: **District:** THIRD **Agenda Number:** 2.15

ORDINANCE NO. 348.4720

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 348 RELATING TO ZONING

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

Section 1. Section 4.1 of Ordinance No. 348, and official Zoning Plan Map No. 2, as amended, are further amended by placing in effect in the Rancho California Area, the zone or zones as shown on the map entitled "Change of Official Zoning Plan Amending Ordinance No. 348, Map No. 2.2332, Change of Zone Case No. 7749" which map is made a part of this ordinance.

Section 2. This ordinance shall take effect 30 days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA

By:______________________________
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board

By:______________________
Deputy

(SEAL)

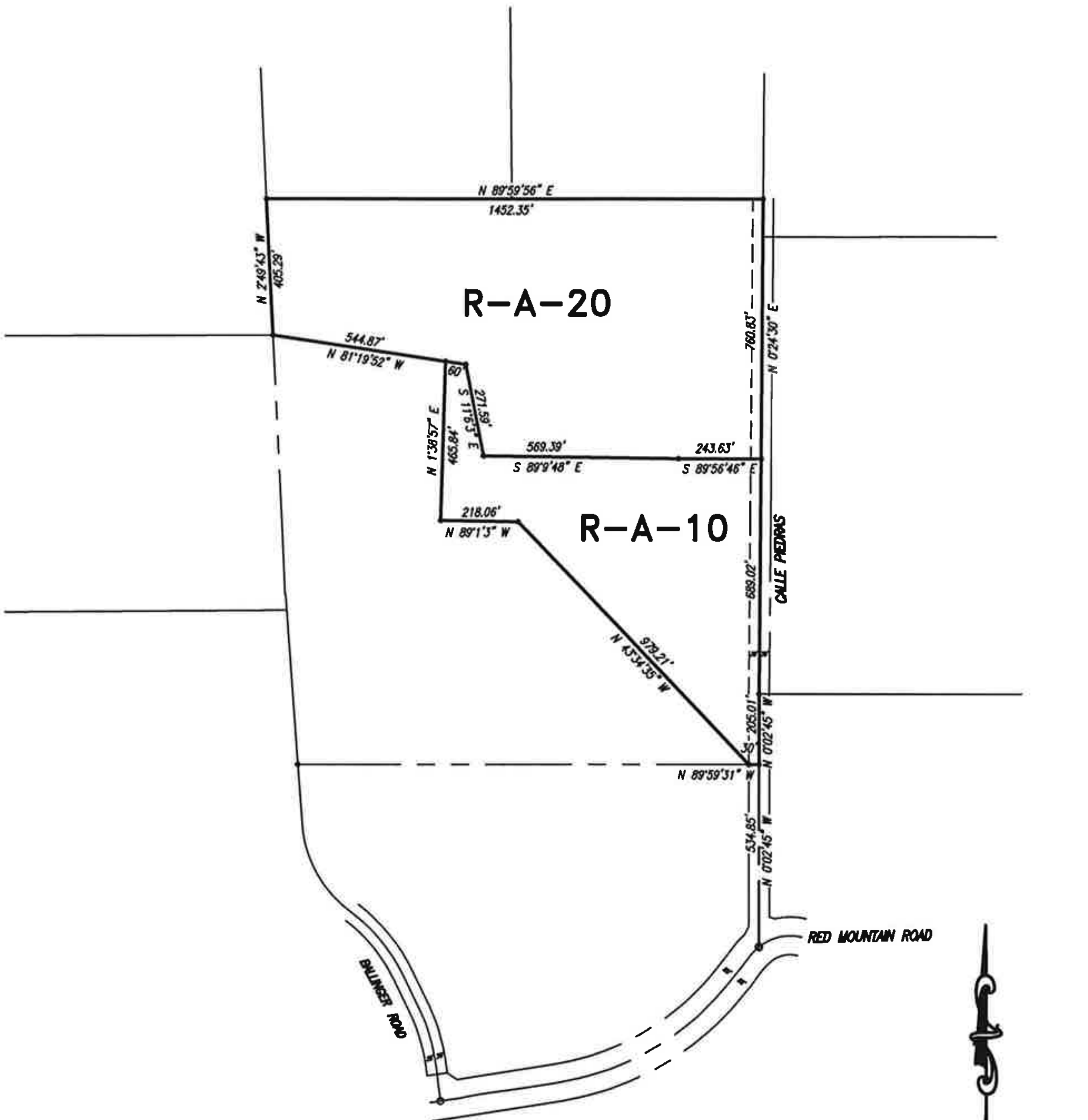
APPROVED AS TO FORM
November 22, 2011

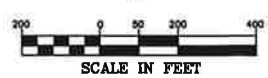
By: [signature]
MICHELLE CLACK
Deputy County Counsel

MPC/mdk
11/21/11
G:\PROPERTY\MDUSEK\CZ ZONING ORD & FORM11\FORMAT.348\4720.DOC

RANCHO CALIFORNIA AREA

S. W. 1/4 OF SEC. 30, AND N. W. 1/4 OF SEC. 31 , T. 8. S. R. 1. E. SBB&M





LEGEND

R-A-10	RESIDENTIAL AGRRICULTURAL
R-A-20	RESIDENTIAL AGRRICULTURAL

MAP NO. 2.2332

AMENDING

MAP NO. 2 , ORDINANCE NO. 348

CHANGE OF ZONE CASE NO. 07749

ADOBPTED BY ORDINANCE NO.348.4720

DECEMBER 6, 2011

RIVERSIDE COUNTY BOARD OF SUPERVISORS

ASSESSORS PARCEL NO.569-110-018

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

128A

FROM: Department of Mental Health

SUBMITTAL DATE:
November 23, 2011

SUBJECT: Drunk and Drugged Driving Prevention Month

RECOMMENDED MOTION: Move that the Riverside County Board of Supervisors proclaim the month of December 2011 as Drunk and Drugged Driving Prevention Month.

BACKGROUND: Many drivers may be unaware their driving abilities can be seriously impaired by the use of alcohol and drugs even though their blood alcohol levels register below California Driving Under the Influence (D.U.I.) standards. The intent of this campaign is to increase public awareness of the adverse effects of alcohol and drug use, even at minimal consumption levels and to create safer highways by reducing drunk and drugged driving. Therefore, the Riverside County Department of Mental Health is requesting that the Board of Supervisors declare December 2011 as Drunk and Drugged Driving Prevention Month.

Jerry Wengerd, Director
Department of Mental Health

JW:CW:SL

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	NO
	Annual Net County Cost:	$ N/A	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Debra Cournoyer

Dir Departmental Concurrence

☒ Consent ☐ Policy

☒ Consent ☐ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 2.16

THE MONTH OF DECEMBER 2011
NATIONAL DRUNK AND DRUGGED DRIVING PREVENTION MONTH

PROCLAMATION

WHEREAS, Driving Under the Influence of alcohol or drugs results in staggering economic costs to society. Nationally, millions of dollars are spent annually. The cost includes treatment and court costs, as well as indirect costs, such as absenteeism and loss of job productivity;

WHEREAS, According to the National Safety Council; every 30 minutes someone dies in an alcohol related crash. Alcohol - related motor vehicle crashes killed over 17,000 people in 2005 alone (latest figures available);

WHEREAS, Driving Under the Influence has caused thousands of deaths on our Nation's highways and the streets of our communities;

WHEREAS, In 2009, there were 10,873 Driving Under the Influence (DUI) arrests in the County of Riverside alone;

WHEREAS, Driving Under the Influence has resulted in families being left victimized with loss of a family member, friend or neighbor;

WHEREAS, The mission is to nationally recognize and formulate measures for awareness and prevention through legislation, media, and groups that combat driving under the influence and the tragedy that it may bring.

NOW, THEREFORE, BE IT RESOLVED, that we the County of Riverside proclaim December 2011, "National Drunk and Drugged Driving Prevention Month."

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

107A

FROM: Office on Aging

SUBMITTAL DATE: November 7, 2011

SUBJECT: Office on Aging-Grandparents Raising Grandchildren Task Force Annual Report FY 2010-2011

RECOMMENDED MOTION: That your Honorable Board:

1) Approve the Grandparents Raising Grandchildren Task Force Annual Report for FY 2010-2011.
2) Instruct the Office on Aging to continue staff support to assist the Task Force in addressing the direction outlined in the report.
3) Support the ongoing participation of staff from county departments that serve grandparents raising grandchildren.

BACKGROUND: The Grandparents Raising Grandchildren Task Force ("Task Force") was created by the Riverside County Board of Supervisors (Agenda item 3.45 on June 30, 1998) and first convened by the Office on Aging October 1998. The Task Force was directed by the Board of Supervisors to identify a central point of access for grandparents into the county service system, and to address and resolve problems and issues being experienced by grandparents raising grandchildren. The Task Force has been an active force since its inception and continues to report to the Board of Supervisors on an annual basis.

Edward F. Walsh

Edward F. Walsh, Director

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2010/2011

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Lani Sioson

Lani Sioson

County Executive Office Signature

Departmental Concurrence

☒ Consent ☐ Policy — Dep't Recomm.:

☒ Consent ☐ Policy — Per Exec. Ofc.:

Prev. Agn. Ref.: 3.45 06/30/1998 | **District:** ALL | **Agenda Number:** 2.17

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

106 B

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 23, 2011

SUBJECT: Accepting portions of Longfellow Avenue in the Winchester area, Third Supervisorial District.

RECOMMENDED MOTION: Adopt Resolution No. 2011-248, accepting portions Longfellow Avenue, in the Winchester area.

BACKGROUND: Eastern Municipal Water District is requesting that portions of Longfellow Avenue be accepted for the purposes of installing a recycled water pipeline within the right of way by encroachment permit.

Juan C. Perez
Director of Transportation

WJH
Attachments: Resolution No. 2011-248
Exhibit "A"

REVIEWED BY EXECUTIVE OFFICE
DATE 11/23/11
Tina Grande

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 11-22-11
SYNTHIA M. GUNZEL DATE

Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.	District:3	Agenda Number: 2.18

RESOLUTION NO. 2011-248

ACCEPTING PORTIONS OF LONGFELLOW AVENUE IN THE WINCHESTER AREA

(Third Supervisorial District)

WHEREAS, the hereinafter described road was offered for dedication for road and public utility uses by the documents hereinafter-referred to, which offers of dedication have not been previously accepted for public use by the County of Riverside, now, therefore;

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on____________ , 2011, that this Board accepts the above mentioned road and recognizes that said road is a public road open for use by the general public;

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this acceptance is for the purpose of vesting title in the County of Riverside on behalf of the public for public road and utility uses, and is not an acceptance of the road into the County Maintained Road System pursuant to Section 941 of the Streets and Highways Code and that said road will not become part of the County Maintained Road System unless subsequently accepted into said Maintained Road System by a resolution adopted by this Board;

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 11-22-11

SYNTHIA M. GUNZEL DATE

Resolution No. 2011-248

Said road is in the County of Riverside, State of California, and is described as follows:

Longfellow Avenue (See attached Exhibit “A”)

Longfellow Avenue (80.00 foot width) lying northerly of the northerly right of way of Simpson Road (50.00 foot northerly half-width) and southerly of the centerline of 9th Street (40.00 foot southerly half-width) as shown on Parsons Survey of the Town of Winchester, filed in Book 2, Page 11 of Maps, Records of Riverside County, California, and portions of Longfellow Avenue which were dedicated as follows:

That portion of Longfellow Avenue (40.00 foot westerly half-width) dedicated as Lots “A” and “B” on Parcel Map No. 11351, filed in Book 57, Page 19 of Parcel Maps, Records of Riverside County, California;

That portion of Longfellow Avenue (40.00 foot westerly half-width) dedicated as Lots “A” and “B”, on Parcel Map No. 12387, filed in Book 64, Page 14 of Parcel Maps, Records of Riverside County, California;

That portion of Longfellow Avenue (40.00 foot westerly half-width) as shown on Parsons Survey of the Town of Winchester, filed in Book 2, Page 11 of Maps, Records of Riverside County, California, lying northerly of said centerline of 9th street (40 foot northerly half-width) and southerly of Parcel 2 of Parcel Map No. 8371, filed in Book 39, Pages 20 and 21 of Parcel Maps, Records of Riverside County, California;

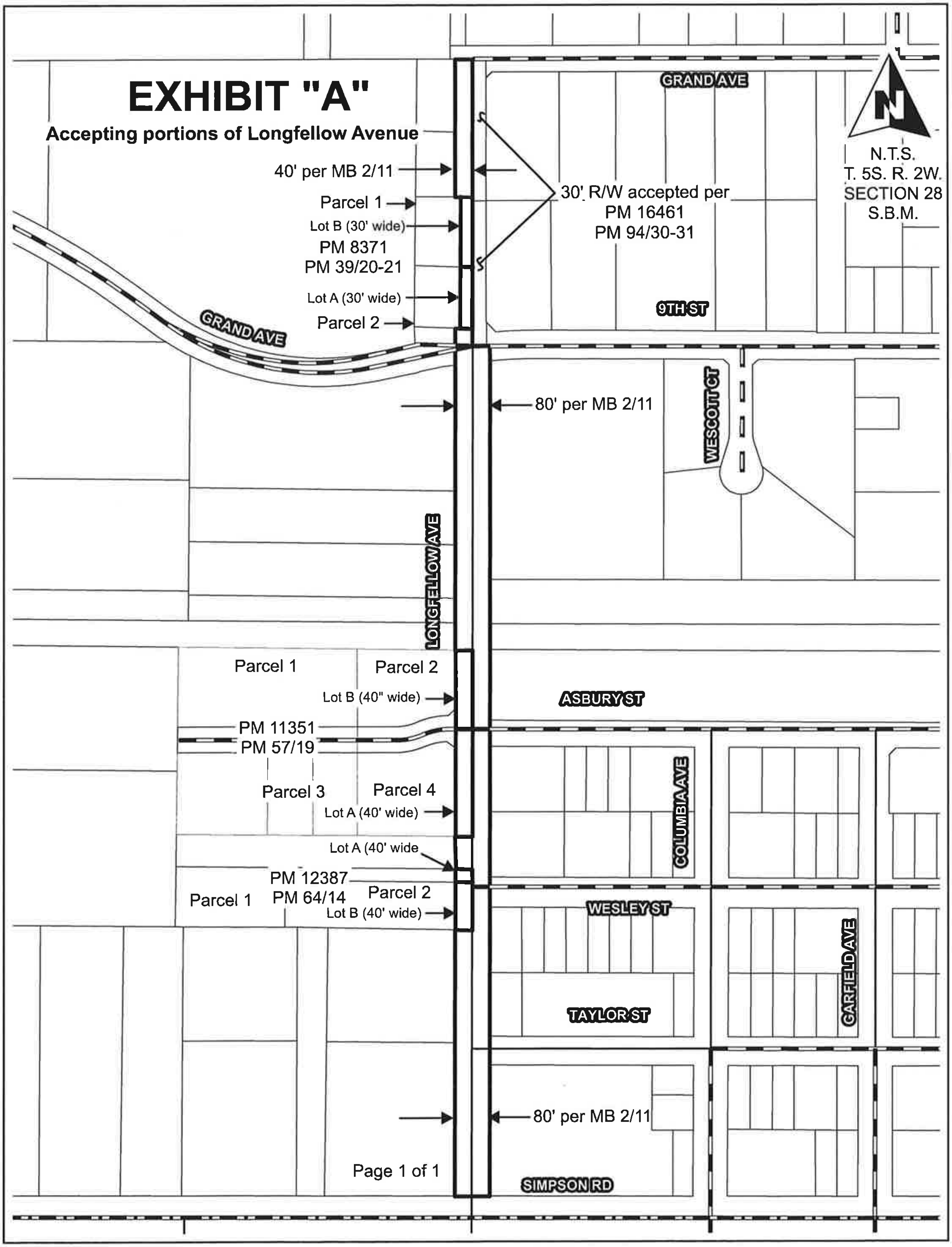
That portion of Longfellow Avenue (30.00 foot westerly half-width) dedicated as Lots "A" and "B" on Parcel Map No. 8371, filed in Book 39, Pages 20 and 21 of Parcel Maps, Records of Riverside County, California;

That portion of Longfellow Avenue (40.00 foot westerly half-width) as shown on Parsons Survey of the Town of Winchester, filed in Book 2, Page 11 of Maps, Records of Riverside County, California, lying northerly of Parcel 1 of Parcel Map No. 8371, filed in Book 39, Pages 20 and 21 of Parcel Maps, Records of Riverside County, California, and southerly of the centerline of Grand Street (40.00 foot southerly half-width) as shown on said Parsons Survey of the Town of Winchester Tract Map;

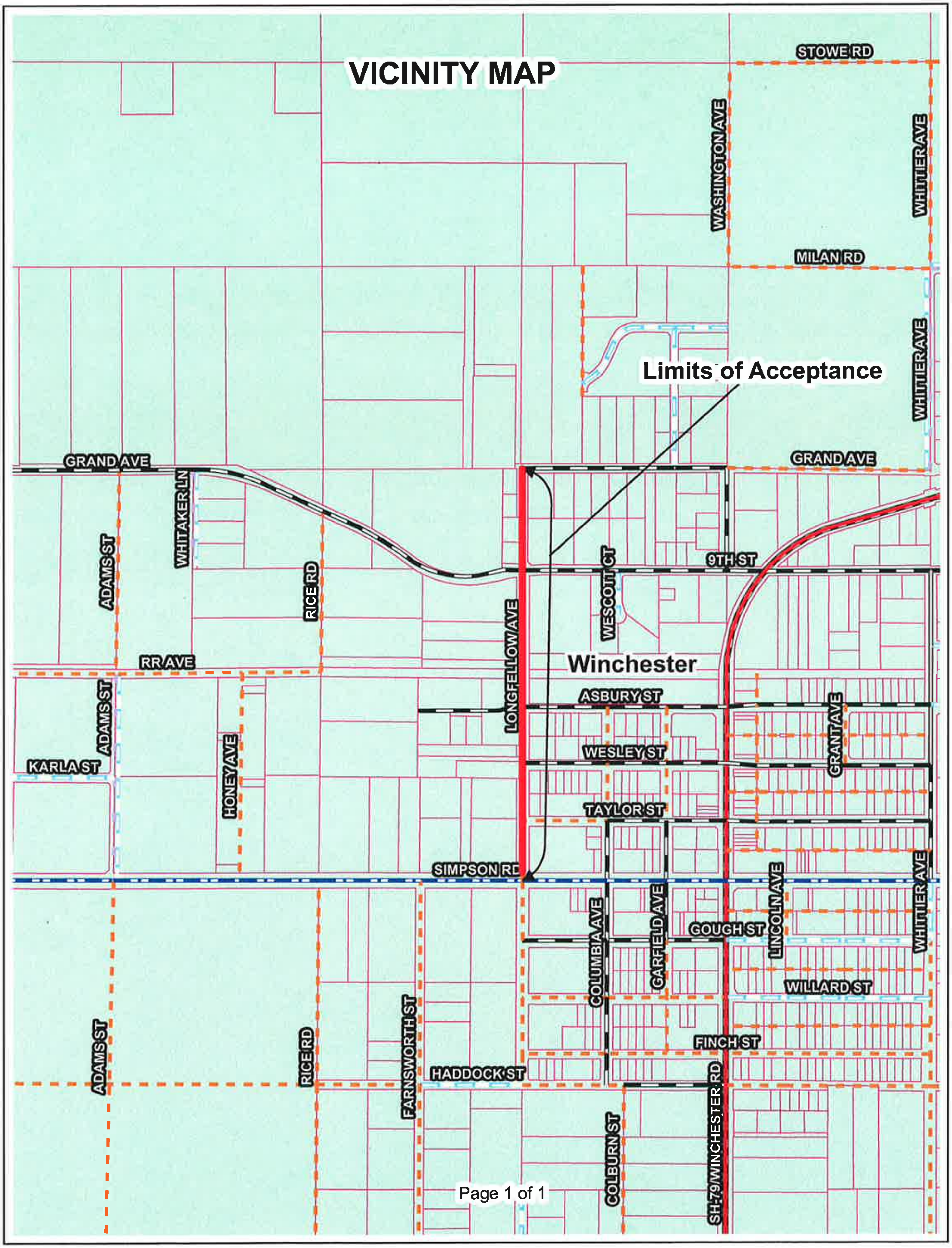
BE IT FURTHER RESOLVED that the Clerk of the Board shall cause a certified copy of this resolution to be recorded in the Office of the County Recorder of Riverside County, California.

EXHIBIT "A"

Accepting portions of Longfellow Avenue



VICINITY MAP



Page 1 of 1

To be removed before recording

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Stone **SUBMITTAL DATE:** November 29, 2011

SUBJECT: **COMMITTEES, COMMISSIONS AND BOARDS ACTION**

Committee, Commission or Board: Advisory Council on Aging

RECOMMENDED MOTION:

- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 3 ☐ At Large

Member:
Name: Ritch Purcell
Address: 28811 Via Roja
Murrieta, CA 92563
Telephone: (951) 696-1889
Ritchpurcell@verizon.net

Replaces: Gloria Sanchez
Date Posted or Expired: 6/30/11

Term of Appointment:
(or previous appointment)

- ☒ Full Term ending 6/30/14
- ☐ Unexpired Term ending

Full underlying term is 3 years.

BACKGROUND/APPOINTEE INFORMATION:

I support the appointment of Mr. Ritch Purcell as a member of the Advisory Council on Aging.

Jeff Stone

Supervisor Jeff Stone

FORM11-ccb

AGENDA NO.
2.19

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Stone **SUBMITTAL DATE:** November 29, 2011

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission or Board: San Jacinto Valley Cemetery District

RECOMMENDED MOTION:

- ☐ The Board of Supervisors appoint member to:
- ☑ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☑ District No. 3 ☐ At Large

Member:
Name: Marc Divine
Address: 5157 Corte Del Cabo
Hemet, CA 92545
Telephone: (951) 927-3441

Replaces:
Date Posted or Expired: November 30, 2011

Term of Appointment:
(or previous appointment)

☑ Full Term ending December 31, 2015

☐ Unexpired Term ending

Full underlying term is 4 years.

BACKGROUND/APPOINTEE INFORMATION:

Mr. Marc Divine has been recommended for reappointment by the San Jacinto Valley Cemetery District and I believe he will continue to be an asset to their board.

Jeff Stone

Supervisor Jeff Stone

FORM11-ccb

AGENDA NO.
2.20

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

126

FROM: Redevelopment Agency

SUBMITTAL DATE: November 10, 2011

SUBJECT: Mobile Home Replacement Program Loan for Traci M. Green

RECOMMENDED MOTION: That the Board of Directors:

1. Make findings that the proposed Mobile Home Replacement Program Loan for Traci M. Green is an enforceable obligation of the Agency;
2. Approve the attached loan agreement between the Redevelopment Agency for the County of Riverside (RDA) and Traci M. Green (Homeowner);
3. Authorize the Chairman of the Board of Directors to execute said attached agreement; and
4. Authorize the Executive Director, or designee, to take all necessary steps to implement the agreement including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field
Executive Director

FINANCIAL DATA	**Current F.Y. Total Cost:** $ 40,000		**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost: $ 0		**Budget Adjustment:**	No
	Annual Net County Cost: $ 0		**For Fiscal Year:**	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Redevelopment Low and Moderate-Income Housing Set-Aside Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY SAMUEL WONG 11/22/11

FORM APPROVED COUNTY COUNSEL
BY: ANITA C. WILLIS 11/1/11 DATE

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 4.7 of 01/31/06; 4.6 of 09/17/08 | **District:** 3 | **Agenda Number:** 4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Rev 08/2010)

RDA-001a-F11
Form 11 (Rev 08/2003)

BACKGROUND: On January 31, 2006, the Board of Directors approved the Mobile Home Replacement Program (MHRP) for the purpose of replacing a sub-standard manufactured housing unit with a new manufactured housing unit. Under the MHRP Program, each qualified household was approved for the use of funds in the amount of $170,000, of which, $150,000 was given in the form of a forty-five year zero percent interest loan and a $20,000 grant through the Home Rehabilitation Program (HRP).

Through the MHRP Program, the Redevelopment Agency for the County of Riverside (RDA) was able to replace a three bedroom, one bathroom, 1,440 square-foot sub-standard mobile home with a new four bedroom, two bathroom, 1,917 square-foot manufactured home, which included handicapped accessible amenities for Traci M. Green, a qualified low-income homeowner.

During the course of construction unforeseen additional requirements were imposed on the contractor by the City of Murrieta Building and Safety Department. These additional costs, in the amount of $21,000, were approved by the Board on September 17, 2008, and provided to the homeowner through an additional grant under the HRP Program, bringing the total HRP grant contribution to $41,000.

Prior to project completion the awarded contractor failed to perform its duties and abandoned the project leaving the homeowner with a new home that was unfinished. Due to the new home being unfinished, the homeowner is unable to obtain a certificate of occupancy from the City of Murrieta Building Department. Additional repairs to the home must be completed in order for the home to pass final inspection by the City of Murrieta. These additional repairs will increase the total project cost. RDA proposes to fund the additional repairs needed to complete the home with an additional ten year zero percent interest rate fully forgiven loan, in an amount not to exceed $40,000. The original loan for $150,000 and the two combined grant amounts of $41,000 will remain the same.

This loan agreement is considered an enforceable obligation and may be executed because the original agreement was executed on March 1, 2007, a date prior to the enactment of ABx1 26 and ABx1 27, the Assembly Bills regarding redevelopment that were signed by Governor Brown on June 29, 2011. Additionally, the Agency committed to provide safe habitatable housing for Ms. Green, who is disabled. Without a certificate of occupancy, Ms. Green is unable to obtain property insurance to insure the Agency's investment. Ms. Green has relied on the Agency to complete this property and will suffer if the work remains unfinished.

Agency counsel has reviewed and approved as to form the attached loan agreement. Staff recommends that the Board of Directors approve the loan agreement

RF:LB:HM:JA:TF:MS:aj 10977
S:\Housing\HomeRehabProgram\Traci Green\RDA F-11 Traci Green 11-17-2011.doc

NO FEE FOR RECORDING PURSUANT TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Redevelopment Agency for the
County of Riverside
3403 10th Street, Suite 500
Riverside, CA 92501

Attn. Mary Lowe

SPACE ABOVE THIS LINE FOR RECORDERS USE

LOAN AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND Traci M. Green

This Agreement is made and entered this _______ day of _________, **2011,** by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (AGENCY), a public body, corporate and politic and TRACI GREEN, an unmarried woman (HOMEOWNER).

W I T N E S S E T H:

WHEREAS, AGENCY is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the California Community Redevelopment Law ("CRL"), which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

WHEREAS, AGENCY, pursuant to Section 33334.2 of the California Health and Safety Code, wishes to utilize its Low- and Moderate- Income Housing Set-Aside Funds to improve and increase the supply of affordable housing in the redevelopment project areas of the County of Riverside (the "County"); and

WHEREAS, California CRL provides that the territorial jurisdiction of a county redevelopment agency is the redevelopment project areas in that county; and

WHEREAS, the County adopted Ordinance No. 635, on December 23, 1986, a redevelopment plan for an area within the County known as 1-1986 Project Area ("Project Area"); and

WHEREAS, HOMEOWNER is in need of home rehabilitation; and

WHEREAS, HOMEOWNER has applied to the AGENCY for assistance in providing home rehabilitation; and

WHEREAS, HOMEOWNER qualifies as a low-income household; and

WHEREAS, the HOMEOWNER has received a loan in the amount of $150,000 under the Mobile Home Replacement Program (MHRP); and

WHEREAS, the HOMEOWNER has received a grant in the amount of $41,000 under the Home Rehabilitation Program (HRP); and

WHEREAS, the original CONTRACTOR failed to complete the installation of the new Manufactured Home; and

WHEREAS, the HOMEOWNER has not been able to obtain a permanent Certificate of Occupancy; and

WHEREAS, the cost of the project will increase in order to complete the required work needed for the HOMEOWNER to obtain a permanent Certificate of Occupancy; and

WHEREAS, AGENCY agrees to loan HOMEOWNER up to **Forty Thousand Dollars ($40,000)** (AGENCY Loan) in Low and Moderate Income Housing Set-Aside Funds to complete the remaining work that was not completed by the contractor under the MHRP; and

WHEREAS, the mobile home is located at 24692 4th Street, Murrieta, CA 92562 with Assessor Parcel Number 906-191-003 (Property) as legally described as:

LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA; and

WHEREAS, the HOMOWNER wishes to occupy the Property as a principal residence; and

WHEREAS, Property is located inside the 1-1986 Project Area in the City of Murrieta;

WHEREAS, AGENCY endeavors to preserve, protect, improve and increase the affordable housing stock and eliminate blight; and

WHEREAS, the Project will alleviate blighting condition on Property as set forth in Section 33031 of the California Health and Safety Code; and

NOW, THEREFORE, AGENCY and HOMEOWNER mutually agree as follows:

1) **PURPOSE of AGREEMENT.**

   a. AGENCY agrees to provide an AGENCY Loan in an amount not to exceed **Forty Thousand Dollars ($40,000)** to the HOMEOWNER in order to rehabilitate and occupy Property as a principal residence upon the terms and conditions hereinafter provided, as described in **Attachment A**, which is incorporated herein by this reference.

2) **AGENCY'S OBLIGATIONS.** The AGENCY agrees to undertake and complete the following activities:

   a. Provide a total amount identified in **Section 1** as an AGENCY Loan to HOMEOWNER for rehabilitation of the Property.

3) **HOMBEOWNER OBLIGATIONS.** HOMEOWNER hereby agrees to undertake and complete the following activities, subject to its receipt of AGENCY Loan:

   a. Occupancy. The Property will be the HOMEOWNER's principal residence.

   b. Compliance. The Property shall remain in compliance with all applicable Federal, State, and local codes, laws, regulations and ordinances for the duration of the Agreement.

   c. Homeowner Documents. HOMEOWNER will sign and record the following documents:

      i. A Promissory Note, attached hereto as **Attachment B**, which is incorporated herein by this reference.

      ii. A Deed of Trust, attached hereto as **Attachment C**, which is incorporated herein by this reference.

      iii. A Request for Notice, attached hereto as **Attachment D**, which is incorporated herein by this reference.

iv. A Notice of Affordability, which will restrict the affordability of the Property, attached hereto as **Attachment E**, which is incorporated herein by this reference

d. Property Insurance. HOMEOWNER shall maintain adequate homeowner's insurance and adequate fire insurance, at the time of project completion, with coverage to be no less than the loan amount.

4) **AGENCY LOAN.** AGENCY shall loan HOMEOWNER an AGENCY Loan for rehabilitation of the Property under the following terms:

a. Term. The term of the AGENCY Loan shall be ten (10) years from the date the Promissory Note is executed.

b. Principal. The principal of the AGENCY Loan shall be evidenced by a Promissory Note and secured by a Deed of Trust, executed by the HOMEOWNER in favor of the AGENCY in a form satisfactory to the AGENCY.

c. Interest. The Note bears no interest.

d. Repayment. This Note has a term of ten (10) years. This Note shall be due and payable in full on the date of any Sale or Transfer that occurs after the date of execution of this Promissory Note.

e. Prepayment. Borrower shall have the right at any time to repay this Note. In the event of prepayment, the amount payable in full by Borrower shall be the entire Loan Amount and any other unsecured amounts owing, less any previous payments or credits. The principal of the loan is to be a ten (10) year zero percent (0%), which will be fully forgiven after ten (10) years, as shown in Truth in Lending document, attached hereto as **Attachment F**, which is incorporated herein by this reference, except in the case of default.

5) **RESALE RESTRICTIONS.**

a. Recapture Provision. The principal amount of the AGENCY Loan becomes due and must be repaid to the AGENCY upon the sale, transfer, lease or any other disposition, including refinancing or incurring of additional debt secured by the home within the ten (10) year affordability period.

6) **MAINTENANCE OF THE PROPERTY.** HOMEOWNER agrees to maintain the improvements, existing or to be constructed, and all landscaping including weed abatement on the Property pursuant to the Regulatory Agreement.

7) **NONDISCRIMINATION**. OWNER covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, age, religious creed, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Real Property, nor shall OWNER itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the election, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the real property. The foregoing covenants shall run with the land. OWNER shall refrain from restricting the sale of the Real Property on the basis of race, color, age, religious creed, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability of any person. All such deeds, leases or contacts shall contain or be subject to substantially the following nondiscrimination or no segregation clauses:

a. **In deeds:** "The Grantee herein covenants by and for himself for herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, age, religious creed, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself nor any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, numbers use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

    i. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, age, religious creed, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, age, religious creed, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

8) **COOPERATION.** HOMEOWNER and AGENCY agree to mutually cooperate and otherwise exercise their best efforts to assist each other in the performance of the duties and obligations described in this Agreement.

9) **INDEPENDENT CONTRACTOR.** HOMEOWNER and its agents, servants and employees shall act at all times in an independent capacity during the Term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers, or employees of AGENCY.

10) **DEFAULT, REMEDIES AND TERMINATION.**

a. Defaults, Right to Cure and Termination.

i. Subject to any enforced delay, failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under the Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion.

ii. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default unit thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

iii. Except as otherwise provide in this Agreement, waiver by either party of the performance of any covenant, condition, or promise, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11) **TERMINATION BY AGENCY OR HOMEOWNER.** AGENCY or HOMEOWNER shall have the right to terminate this Agreement in the event either party fails to perform, keep or observe any of its duties or obligations hereunder; provided however, that AGENCY or HOMEOWNER shall have thirty (30) days in which to correct such breach or default after written notice thereof has been served on it by the other party.

12) **INDEMNIFICATION.**

a. HOMEOWNER shall indemnify and hold AGENCY, its officers, agents, employees, elected officials and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of HOMEOWNER, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (HOMEOWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its prior use of Property, and HOMEOWNER shall defend, at its expense, including attorney fees, AGENCY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions.

b. Except as otherwise provided herein, HOMEOWNER represents that it has inspected Property, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. AGENCY shall not be liable to HOMEOWNER, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within Property unknown to AGENCY, its officers, agents or employees.

13) **AUTHORITY TO EXECUTE.** The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

14) **TIME IS OF THE ESSENCE.** Time is of the essence in all phases of this Agreement referred to herein.

15) **NOTICES.** Any notices served by either party upon the other party shall be address to the respective parties as set forth below:

AGENCY	HOMEBUYER
Heidi Marshall, Assistant Director	Traci M. Green
Redevelopment Agency for the	24692 4th Street
County of Riverside	Murrieta, CA 92562
3403 10th Street, Suite 500	
Riverside, CA 92501	

Or to such other addresses as from time to time shall be designated by the respective parties. Notices must be in writing and will be deemed to have been given when personally delivered, sent by facsimile with receipt acknowledged, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United State Postal Service, postage prepaid, certified mail, return receipt required, addressed to the party for whom it is intended as its address set forth above.

16) **BINDING OF SUCCESSORS.** The parties hereto, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement and all of the parties hereto shall be jointly and severally liable hereunder.

17) **WAIVER OF PERFORMANCE.** No waiver by AGENCY at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

18) **APPLICABLE LAW AND SEVERABILITY.** This Agreement shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law. Whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation the latter shall prevail. All other provisions of this Agreement shall remain in full force and effect.

19) **JURISDICTION AND VENUE.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court for the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20) **PARAGRAPH HEADINGS.** The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

21) **ENTIRE AGREEMENT.**

a. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith.

b. No other agreement oral or written is contemplated or promised by the parties to this AGREEMENT.

22) **AGENCY APPROVAL.** This Agreement shall not be binding or consummated until its approval by the AGENCY's Board of Directors.

23) **FURTHER ASSURANCES.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

24) **MODIFACTIONS OR AMENDMENTS.** No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it is an amendment to this Agreement and signed by all the parties thereto.

25) **NO OBLIGATIONS TO THIRD PARTIES.** The execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate either of the parties thereto, to any person or entity other than each other.

26) **NUMBER AND GENDER.** In this Agreement, whenever, the context so requires, the masculine gender includes the feminine and or neuter, and vice versa, and the singular number includes the plural.

27) **EXPENSES.** Except as expressly otherwise provided herein, the parties shall pay their own costs and expenses in connection with the negotiation, execution and delivery of this Agreement.

28) **PERFORMANCE OF ACTS ON BUSINESS DAYS.** In the event that the final date of payment for any amount of performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the

next succeeding business day.

29) **ASSIGNMENT.** HOMEOWNER shall not make any sale, assignment, conveyance, or transfer in any other form with respect to this Agreement or the Project, other than the sale of Property as set forth in this Agreement.

30) **EXHIBITS AND ATTACHMENTS.** Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

31) **MEDIA RELEASES.** HOMEOWNER agrees to allow AGENCY to coordinate all media releases regarding the Project, with prior approval of AGENCY. Any publicity generated by HOMEOWNER for the Project must make reference to the contribution of AGENCY in making the Project possible. HOMEOWNER agrees to cooperate with AGENCY in and AGENCY-generated publicity or promotional activities with respect to the Project.

32) **COUNTERPARTS.** This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

33) **BINDING EFFECT.** The rights and obligations of this Agreement shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

34) **EFFECTIVE DATE.** The effective date of this Agreement is the date the parties execute the Agreement. If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the effective date.

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(END OF AGREEMENT)

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AGENCY:

REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

By: ______________________________

BOB BUSTER, Chairman
Board of Directors

HOMEBUYER:

TRACI M. GREEN

By: Traci M Green

TRACI M. GREEN
Homeowner

APPROVED AS TO FORM:

PAMELA J. WALLS
Agency Counsel

By: Anita C. Willis 11/17/11

ANITA C. WILLIS, Deputy

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: ______________________________

Deputy

(All signatures on this page need to be notarized)

O9/21/11 MH3.0105.05
Green MHRP Loan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside }

On 10/13/2011, before me, Liz Muñoz
Date — Here Insert Name and Title of the Officer

personally appeared Traci M. Green
Name(~~s~~) of Signer(~~s~~)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity ~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

LIZ MUNOZ
Commission # 1934985
Notary Public - California
Riverside County
My Comm. Expires May 5, 2015

WITNESS my hand and official seal.

Signature ____________
Signature of Notary Public

Place Notary Seal Above

ATTACHMENT A

PROJECT DESCRIPTION

PROJECT DESCRIPTION

Homebuyer: Traci M. Green
Address: 24692 4th Street, Murrieta, CA 92562
Project Title: Mobile Home Replacement Program – Traci M. Green

Location: 24692 4th Street, Murrieta, CA 92562
APN 906-191-003

Legal Description: LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

Project Description: Homeowner intends to utilize up to $40,000 in Redevelopment Low- and Moderate-Income Housing funds ("AGENCY Loan") to be used towards the completion of a new manufactured home. Items still left to be finished include; constructing a retaining wall, roofing repair, expanding foundation vents, landscaping, repairing drywall, painting drywall, handicapped accessibility improvements, and correcting drainage issues.

The above mentioned items were left uncompleted by the original awarded contractor. The homeowner is unable to obtain a permanent Certificate of Occupancy because of the unfinished work. The Agency Loan will be used to complete these items so a final inspection by the City of Murrieta can be completed and a permanent Certificate of Occupancy can be issued.

The new manufactured home is a 4 bedroom, 2 bathroom, 1,917 square foot manufactured home including handicap accessible amenities. The home has been restricted to a forty-five (45) year affordability covenant.

The Project is exempt from the California Environmental Quality Act per Section 15301 of the California Code of Regulations.

ATTACHMENT B

PROMISSORY NOTE

NOTICE: This Promissory Note requires repayment of the principal sum if certain events occur.

PROMISSORY NOTE

The effective date of this note is:
October 13, 2011, Riverside, California

Property Address:
24692 4th Street, Murrieta, CA 92562
APN 906-191-003

BORROWER PROMISE TO REPAY

FOR VALUE RECEIVED, the undersigned, TRACI M. GREEN, an unmarried woman, hereafter called "Borrower," hereby severally promise to pay to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, hereafter called "Lender," or to Lender's order, the sum total of **FORTY THOUSAND DOLLARS ($40,000),** secured by a Deed of Trust, at such place as Lender may designate, in lawful money of the United States of America as hereafter set forth.

1) **DEFINITIONS.** The following definitions shall apply throughout this Promissory Note:
   a) Deferred Loan Amount. Principal Sum of the Promissory Note.
   b) Lender. Redevelopment Agency for the County of Riverside.
   c) Property. The real property described in **Exhibit A** attached to this Promissory Note and made a part hereof.
   d) Promissory Note. Herein referred to as "Note."
   e) Sale or Transfer. Any sale, transfer, lease, cash-out refinance or family trusts transfer of any part of the Property will permit Lender to exercise a due-on-sale clause.

TERMS

1) **INTEREST.** This Note does not bear interest.

2) **TIME OF PAYMENT.** This Note has a term of ten (10) years. This Note shall be due and payable in full on the date of any Sale or Transfer that occurs after the date of execution of this Promissory Note.

3) **AMOUNT OF PAYMENT.** If and when this Note becomes due pursuant to **Section 2** above, Borrower shall pay to Lender the outstanding Deferred Loan Amount.

4) **PREPAYMENT.** Borrower shall have the right at any time to repay this Note without incurring any penalty. Borrower must notify the Lender in writing, in the event of prepayment. The amount payable in full by Borrower shall be the entire Deferred Loan Amount.

5) **FORGIVENESS OF NOTE.** Provided that Borrower is not in default under the terms of this Note or Loan Documents, the Note shall be forgiven in its entirety by the Redevelopment Agency for the County of Riverside ten (10) years from the date of this Promissory Note is executed. Nothing contained in this paragraph shall be construed as a promise by the Lender to forgive or relinquish the right to seek repayment of the Note.

6) **SECURITY.** A Deed of Trust secures this Note.

7) **DEFAULT UNDER DEED OF TRUST.** Notwithstanding any other provisions of this Note, if default occurs in any of the covenants or agreements contained in the Deed of Trust securing this Note, this Note shall immediately become due and payable in full at the option of Lender. In the event Lender exercises such option, the amount due and payable shall be the Deferred Loan Amount. Failure by Lender to exercise its option to accelerate in the event of a default shall not constitute waiver of the right to exercise such option in the event of the same or any other default.

8) **JOINT AND SEVERAL.** The undersigned, if more than one, shall be jointly and severally liable hereunder.

9) **<u>ATTORNEYS' FEES.</u>** If any default is made hereunder, Borrower further promises to pay reasonable attorneys' fees and costs and expenses incurred by the Lender in connection with any such default or any other action or other proceeding brought to enforce any of the provisions of this Note. The Lender's right to such fees shall not be limited to or by its representation by staff counsel, and such representation shall be valued at customary and reasonable rates for private sector legal services.

10) **<u>TIME.</u>** Time is of the essence herein.

11) **<u>AMENDMENTS.</u>** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.

12) **<u>SEVERABILITY.</u>** The covenants of this Note are several. Invalidation of any covenant or any part thereof by law, judgment, or court order shall not affect any other covenant.

13) **<u>PLACE OF REPAYMENT.</u>** Borrower will make payment of all amounts due to Lender under this Note to Lender at: **3403 10th STREET. SUITE 500, RIVERSIDE, CALIFORNIA 92501, Attention Heidi Marshall** or such other address as Lender may designate in writing to Borrower.

14) **<u>BORROWER'S WAIVERS.</u>** Borrower waives any rights to require the Lender to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (C) to obtain an official certification of nonpayment (known as a "protest").

15) **<u>GIVING OF NOTICES.</u>** Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by certified mail addressed to Borrower at the Property Address herein. Any notice that must be given to the Lender under this Note will be given by mailing it certified mail to the Lender at the address above.

16) **<u>LOAN AUTHORITY.</u>**

a) **Use of Funds** - To provide Borrower a loan for the replacement of a substandard manufactured housing unit with a new manufactured housing unit to eliminate blight.

b) **Housing Quality Standards** - The housing unit that is being assisted was inspected by the Lender and meets the physical standards that assure that the housing is free from all health and safety defects at the time of purchase.

c) **Disbursement Request** - No funds shall be provided until such time as they are needed for the payment of eligible costs, which is the loan amount.

d) **Security for this Agreement (Note)** - The means for the enforcement of the terms and conditions shall be the recordation of a Deed of Trust, which will place a lien against the Property that has been assisted.

e) **Duration of this Agreement (Note)** - This Note is in effect for the period of affordability as noted above in **Section 16 (b)**. The final maturity date on which the Note is due, even if the home has not been sold is ten (10) years from the date of the close of escrow.

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END OF AGREEMENT

(SIGNATURES ON THE NEXT PAGE)

BY SIGNING BELOW, THE BORROWER ACCEPT AND AGREE TO THE TERMS CONTAINED IN THIS NOTE.

BORROWER

Traci M Green 10/13/2011

TRACI M. GREEN DATE

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA

APN: 906-191-003

ATTACHMENT C

DEED OF TRUST

NO FEE FOR RECORDING PURSUANT TO GOVERNMENT CODE SECTION 6103

WHEN RECORDED MAIL TO:
Redevelopment Agency
for the County of Riverside
3403 10th Street, Suite 500
Riverside, CA 92501
Attention: Mary Lowe

SPACE ABOVE THIS LINE FOR RECORDERS USE

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made this _____day of _________, **2011**, among the Trustor(s), TRACI M. GREEN, an unmarried woman, (herein "Borrower"), REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (herein "Trustee"), and the Beneficiary, which is the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public agency (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with the power of sale, the following legally described property located in the County of Riverside, State of California:

LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

APN: 906-191-003

which has the address of 24692 4th Street, Murrieta, CA 92562 (herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property are hereinafter referred to as the "Property."

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's Promissory Note dated October 13, 2011, and extensions and renewals thereof (herein "Note"), in the principal sum of **FORTY THOUSAND DOLLARS ($40,000),** advanced in accordance and herewith to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and have the right to grant and convey the Property, and except for the First Deed of Trust in the amount of $150,000 and other encumbrances of record acceptable to the Lender, that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1) **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal indebtedness evidenced by the Note. If payment of the indebtedness is required due to a Sale of the Property, assuming an open and competitive sale, then repayment shall be made in the following order:
    a. Outstanding principal and interest balance of the Lender's loan; and
    b. The principal amount of the Beneficiary's loan; and
2) **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, Deed of Trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over this Security Instrument and leasehold payments or ground rents, if any.
3) **Hazard Insurance.**
    a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the loan to secure replacement value during the term of the loan and

affordability period.

b) The insurance carrier providing the insurance shall be chosen by Borrower. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien, which has priority over this Security Instrument. All original policies of insurance required pursuant to the Deed of Trust shall be held by the Borrower; provided, however, Lender shall be named as a loss payee as its interest may appear and shall be named as an additional insured. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and the Lender. Lender may make proof of loss if not made promptly by the the Borrower.

c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

d) If the Property is abandoned by Borrower, or if the Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

4) **Occupancy, Preservation and Maintenance and Protection of the Property.** Borrower shall occupy, establish, and use the Property as the Borrower's principal residence and shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold.

5) **Protection of Lender's Security.**

a) If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any legal action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Lender's actions may include paying any sums secured by a lien, which has priority over this Security Instrument.

b) Any amounts disbursed by Lender pursuant to this **Paragraph 5**, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this **Paragraph 5** shall require Lender to incur any expense or take any action hereunder.

6) **Inspection.** Lender or its agent may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

7) **Condemnation.**

a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

b) In the event of a total taking of this Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to the Borrower.

8) **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of the sums secured by this Security Instrument granted by

Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9) **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

10) **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address at: **3403 10th Street, Suite 500, Riverside, CA 92501, Attention: Heidi Marshall**. Any notice provided for in this Security Instrument shall have been given to Borrower or Lender when given in the manner designated herein. Any notices required to be given to the Senior Lien Holder shall be given by first class mail to such address the Senior Lien Holder designates by notice to the Borrower.

11) **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the State of California. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. In the event that any provision or clause of this Security instrument or the Promissory Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Promissory Note which can be given effect without the conflicting provision, and to this end the provisions of

this Security Instrument and the Promissory Note are declared to be several. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12) **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and Security Instrument at the time of execution or after recordation hereof.

13) **Transfer of the Property or a Beneficial Interest in Borrower.**

a) Except for a conveyance to the Trustee under the First Deed of Trust, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. The Lender shall not exercise this option if federal law as of the date of this Security Instrument prohibits the exercise.

b) If the Lender exercises this option, Lender shall give Borrower prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

14) **Borrower's Right to Reinstate.**

a) If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days before the sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Promissory Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration.

b) Notwithstanding, Lender's right to invoke any remedies hereunder, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least 60 days prior written notice.

c) The Borrower and the Lender agree that whenever the Promissory Note or this Security Instrument gives the Lender the right to approve or consent with respect to any matter affecting the Property or otherwise.

15) **Hazardous Substances.**

a) Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

b) Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, Borrower shall notify the Senior Lien Holder that such remedial action is necessary and shall obtain the Senior Lien Holder's prior written consent for such remedial action.

c) As used in this Section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

d) As used in this Section, "Environmental Law" means federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety and environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16) **Acceleration; Remedies**.

a) Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in **Section 10** hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date of notice is mailed to Borrower by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, then Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and acceleration of the sums secured by this Security Instrument and sale of the Property.

b) Lender shall be entitled to collect all expenses incurred in pursuing the remedies, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

c) If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

d) Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

17) **Assignment of Rents; Appointment of Receiver; Lender in Possession.**

a) As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

b) Upon acceleration hereof or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this

Security Instrument. Lender and the receiver shall be eligible to account only for those rents actually received.

18) **Reconveyances.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to the Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

19) **Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

//

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END OF AGREEMENT

(SIGNATURES ON THE NEXT PAGE)

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

BORROWER

Traci M Green 10/13/2011

TRACI M. GREEN DATE

(All Signatures Must Be Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside }

On 10/13/2011, before me, Liz Munoz
Date — Here Insert Name and Title of the Officer

personally appeared Traci M. Green
Name(~~s~~) of Signer(~~s~~)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity (~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

LIZ MUNOZ
Commission # 1934965
Notary Public - California
Riverside County
My Comm. Expires May 5, 2015

WITNESS my hand and official seal.

Signature [signature]
Signature of Notary Public

Place Notary Seal Above

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or Notes secured by this Security Instrument (Deed of Trust). Said Promissory Note or Notes, together with all other indebtedness secured by this Security Instrument (Deed of Trust), have been paid in full. You are hereby directed to cancel said Promissory Note or Notes and this Security Instrument (Deed of Trust), which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: ____________________

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF ______________________ }

On ___________________, before me, ____
Date Here Insert Name and Title of the Officer

personally appeared ____
Name(s) of Signer(s)

____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________________
Signature of Notary Public

Place Notary Seal Above

ATTACHMENT D

REQUEST FOR NOTICE

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Redevelopment Agency
for the County of Riverside
3403 10th St., Suite 500
Riverside, CA 92501
Attn: Mary Lowe

SPACE ABOVE THIS LINE FOR RECORDERS USE

REQUEST for NOTICE
UNDER SECTION 2924b CIVIL CODE

In accordance with Civil Code, section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. concurrent herewith, in book xxxxxx, page xxxxx, Official Records of RIVERSIDE County, California, and describing land therein as
LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA

APN: 906-191-003 Property Commonly known as: 24692 4th Street, Murrieta, CA 92562

Executed by Traci M. Green, an unmarried woman, as trustor in which Redevelopment Agency for the County of Riverside, a Public Agency is named as Beneficiary, and Redevelopment Agency for the County of Riverside, a Public Agency, as Trustee, be mailed to Redevelopment Agency for the County of Riverside, Housing Division at 3403 10th Street, Suite 500, Riverside, CA 92501.

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Dated ____________________

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE} S.S.

On ____________________ before me,
____________________ a Notary Public,
personally appeared Tom Fan 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 ____________________

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

____
Tom Fan / Principal Development Specialist

(This area for official notarial seal)

Loan No. MH3.0105.05

ATTACHMENT E

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTIOIN 6103

RECORDING REQUESTED BY AND
AND WHEN RECORDED MAIL TO:

Redevelopment Agency
for the County of Riverside
3403 10th Street, Suite 500
Riverside, California 92501
Attn: Mary Lowe

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This Notice is to be recorded concurrently with recordation of affordability restriction or within thirty (30) days of recording such document.

In accordance with the California Health and Safety Code Section 33334.3, all new or substantially rehabilitated housing units developed or otherwise assisted, with moneys from the Low- and Moderate-Income Housing Fund, shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low-income and extremely low income households for the longest feasible time, but not less than forty-five (45) years for owner-occupied units that are occupied by and affordable to very low- and low-income households.

A Covenant and Restriction with an expiration date not less than forty-five (45) years from the date of Certificate of Occupancy is recorded concurrently herewith in the Official Records of Riverside County, California, on the following property at 24692 4TH STREET, MURRIETA, CA 92562, APN 906-191-003:

The real property in the County of Riverside, State of California, described as:

LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA

REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

Dated ____________________ ________________________________

Tom Fan, Principal Development Specialist

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF ______________________ }

On __________________, before me, ____
Date Here Insert Name and Title of the Officer

Personally appeared____
Name(s) of Signer(s)

____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_______________________________________

Place Notary Seal Above

Signature of Notary Public

ATTACHMENT F

TRUTH IN LENDING

TRUTH-IN-LENDING
REGULATION DISCLOSURE STATEMENT

FOR THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AGENCY LOAN

Date: ______________________

Annual Percentage Rate	***Finance Charge***	***Amount Financed***	***Total of Payments***
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the Agency Loan (the amounts payable under the Promissory Note) provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	$0	$40,000	$0

Creditor: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
3403 10th Street, Suite 500
Riverside, California 92501

Borrower: **TRACI M. GREEN**

Itemization of Amount Financed: You have the right to receive at this time an itemization of the Amount Financed.

_____ I want an itemization.

_____ I do not want an itemization.

Property: You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the Redevelopment Agency for the County of Riverside as a loss payee.

Security: You are giving a security interest in the home being assisted which is located at 24692 4th Street, Murrieta, CA 92562.

Filing Fees: $ -0- **Non-Filing Insurance:** $ -0-

Late Charge: If a payment is late, you will be charged $ -0- .

Prepayment: If you pay off early, you

X	may		may not	have to pay principal, accrued simple interest.
	may	X	may not	have to pay a penalty.
	may	X	may not	be entitled to a refund of part of the finance charge.

Interest Rate: The Agency Loan has a base interest rate that is 0%.

N/A variable. Disclosures about the variable-rate feature have been provided to you earlier.

Assumption: Someone buying your house

X may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

____ cannot assume the remainder of the mortgage on the original terms.

Demand Feature: This obligation

X [is payable on demand] or [has a demand feature]

_____ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the Loan terms, nonpayment, default and penalties and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED OF AGENCY LOAN

$0.00 Amount given to you directly

$0.00 Amount paid on your account

Amount paid to others on your behalf:

$0.00 to [credit bureau] [appraiser] [escrow]

$0.00 to (name of another creditor)

$0.00 to (other)

$0.00 prepaid finance charge

Traci M. Green

Date

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

702B

SUBMITTAL DATE:
October 27, 2011

FROM: County Counsel
Code Enforcement Department

SUBJECT: Statement of Abatement Costs [Case No. CV09-10153]
Subject Property: 6799 Cecille Circle, Mira Loma; HEATHCOTE
APN: 152-330-008
District Two

RECOMMENDED MOTION: Move that the Board of Supervisors:

(1) assess the reasonable costs of abatement of a public nuisance (recreational vehicles parked on landscaping) in the above-referenced matter to be **five hundred fifteen dollars and eight cents (US $515.80)**;
(2) assess the costs of abatement against the above-described subject property;
(3) authorize the recordation of a notice of abatement lien;
(4) authorize the abatement costs to be added to the tax roll as a special assessment; and
(5) authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

PATRICIA MUNROE, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA	**Current F.Y. Total Cost:** $ N/A	**In Current Year Budget:** N/A		
	Current F.Y. Net County Cost: $ N/A	**Budget Adjustment:** N/A		
	Annual Net County Cost: $ N/A	**For Fiscal Year:** N/A		

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

☐ Consent X Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:** 9.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 06/2003)

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 348 and 725 authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

Notices of Violation and Administrative Citations were issued. Subsequently, the property was brought into compliance.

The property has a delinquent tax status as of 2010.

The Notice of Hearing re Statement of Abatement Costs has been posted on the property and mailed to the property owner and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.