



Western Riverside Council of Governments Public Works Committee

AGENDA

**Thursday, June 8, 2017
2:00 p.m.**

**Transportation's 14th Street Annex
3525 14th Street
2nd Floor, Conference Room 3
Riverside, CA 92501**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Public Works Committee meeting, please contact WRCOG at (951) 955-8933. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with the Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting, which are public records relating to an open session agenda items, will be available for inspection by members of the public prior to the meeting at 4080 Lemon Street, 3rd Floor, Riverside, CA, 92501.

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

- 1. CALL TO ORDER (Dan York, Chair)**
- 2. SELF INTRODUCTIONS**
- 3. PUBLIC COMMENTS**

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

4. CONSENT CALENDAR

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

- A. Summary Minutes from the May 11, 2017, Public Works Committee meeting are available for consideration.**

Requested Action: 1. Approve the Summary Minutes from the May 11, 2017, Public Works Committee meeting.

B. TUMF Revenue and Expenditures Update **Andrew Ruiz** **P. 7**

Requested Action: 1. Receive and file.

C. Financial Report summary through April 2017 **Andrew Ruiz** **P. 15**

Requested Action: 1. Receive and file.

5. REPORTS/DISCUSSION

A. Transportation Uniform Mitigation Fee (TUMF) Nexus Study Update **Daniel Ramirez-Cornejo, WRCOG** **P. 21**

Requested Actions: 1. Recommend that the Executive Committee approve the 2016 TUMF Nexus Study.
2. Discuss and provide direction on the preferred TUMF schedule implementation.

B. Transportation Uniform Mitigation Fee (TUMF) Credit / Reimbursement Manual Update **Christopher Gray, WRCOG** **P. 101**

Requested Action: 1. Discuss and provide input.

C. Active Transportation Plan – Final Project List **Christopher Gray, WRCOG** **P. 307**

Requested Action: 1. Discuss and provide input.

6. REPORT FROM THE DIRECTOR OF TRANSPORTATION **Christopher Gray**

7. ITEMS FOR FUTURE AGENDAS **Members**

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

8. GENERAL ANNOUNCEMENTS **Members**

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

9. NEXT MEETING: The next Public Works Committee meeting is scheduled for Thursday, July 13, 2017, at 2:00 p.m., in Transportation's 14th Street Annex, 2nd Floor, Conference Room 3.

10. ADJOURNMENT

1. CALL TO ORDER

The meeting of the Public Works Committee (PWC) was called to order at 2:00 p.m. by Chairman Dan York at Transportation's 14th Street Annex, 2nd Floor in Conference Room 3.

2. ROLL CALL

Members present:

Nelson Nelson, City of Corona
Craig Bradshaw, City of Eastvale
Derek Wieske, City of Hemet (2:39 p.m. arrival)
Ahmad Ansari, City of Moreno Valley (2:05 p.m. arrival)
Bob Moehling, City of Murrieta
Sam Nelson, City of Norco
Brad Brophy, Cities of Perris and San Jacinto
Patrick Thomas, City of Temecula
Dan York, City of Wildomar (Chair)
Patricia Romo, County of Riverside Transportation & Land Management (TMLA)
Jeff Smith, March Joint Powers Authority
Grace Alvarez, Riverside County Transportation Commission (RCTC)

Staff present:

Christopher Gray, Director of Transportation
Andrew Ruiz, Program Manager
Tyler Masters, Program Manager
Daniel Ramirez-Cornejo, Staff Analyst
Cherish Latchman, Staff Analyst
Lupe Lotman, Executive Assistant

Guests present:

Amer Attar, City of Temecula
Glenn Higa, TLMA
Mo Salama, TLMA
Mike Heath, City of Calimesa
Darren Henderson, WSP Parsons Brinckerhoff
Paul Rodriguez, Rodriguez Consulting Group
Cameron Adams, California Baptist University (CBU) Student

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR – *(Moehling/Thomas) 11 yes; 0 no; 0 abstention. Items 4.A through 4.D were approved by a unanimous vote of those members present. The Cities of Banning, Calimesa, Canyon Lake, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, and Riverside, and the Riverside Transit Authority were not present.*

- A. Summary Minutes from the April 13, 2017, Public Works Committee meeting are available for consideration.**

Action: 1. *Approved the Summary Minutes from the April 13, 2017, Public Works Committee meeting.*

B. TUMF Revenue and Expenditures Update

Action: 1. *Received and filed.*

C. Financial Report Summary through March 2017

Action: 1. *Received and filed.*

D. Active Transportation Plan Update

Action: 1. *Received and filed.*

5. REPORTS/DISCUSSION

A. Regional Streetlight Program Activities Update

Tyler Masters reported that the Regional Streetlight Program seeks to support its member jurisdictions to identify and facilitate financing for the acquisition and retrofit of streetlights, and manage all retrofit operations and maintenance thereof.

Mr. Masters provided a regional acquisition status update on LED streetlight demonstration area results, the WRCOG LightSuite package, and the new development streetlight workshop. Currently, eleven jurisdictions have received approval from their city councils and are moving forward with purchasing streetlights from Southern California Edison (SCE). The eleven jurisdictions include Eastvale, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, San Jacinto, Temecula, Wildomar, and the Jurupa Community Services District. The acquisition process is currently in the signing phase with SCE prior to submission, review and approval at California Public Utilities Commission (CPUC). WRCOG anticipates construction retrofit to occur in early 2018.

Mr. Masters added that a financing portion has been added to the acquisition timeline for the Committee's reference.

Mr. Masters provided an additional update on the results from the Streetlight Demonstration Area in the City of Hemet that took place in November, December, and January. There were over 120 attendees and included the participation of over 35 agencies. The demonstration was categorized into eight scenarios, each illustrating different light-emitting diode (LED) technologies. At each scenario, participants were asked to evaluate the lighting by answering five questions developed to assess the participant's impressions of the lighting. The highest rated demonstration area was scenario eight, a safety light location using the streetlight distribution type IV with color temperature of 2700K and a 15,000 lumen package.

Mr. Masters discussed the WRCOG Lighting Standards document that has been revised from Riverside County's standard document into a comprehensive packet of documents for the member's jurisdictions review. The package is called the "WRCOG LightSuite" and is comprised of seven sections. WRCOG LightSuite is designed to assist member jurisdictions and encourage them to establish what will work for the needs of their cities.

Mr. Masters reported that the Western Riverside County Streetlight Retrofit, Operations, and Maintenance Request for Proposal (RFP) are due May 11, 2017, and the interview schedules will be determined at a later date. Additionally, with the transition from SCE-owned streetlights to city-owned streetlights, a development workshop will be available to member jurisdictions to hear from SCE and

cities such as Hemet and Menifee which have successfully completed the process. This workshop is scheduled for May 15, 2017, at 9:30 a.m., in the City of Murrieta.

Committee Member Patrick Thomas asked if an update on the General Rate Case could be given to the Committee.

Mr. Masters replied that the future of LED incentives may be uncertain. WRCOG was told by SCE that LED incentives may be expiring; however, the CPUC has denied such claims. WRCOG is currently providing formal testimony through the California Streetlight Association (CALSLA) in the CPUC rate case to identify the future of LED incentives and extensions that may be available for cities, and expects to have more information by June.

Chairman York encouraged the Committee to track the Senate Bill (SB) 649 concerning small sale sites.

Mr. Masters added that WRCOG'S legal counsel at Best Best & Krieger are developing a lobbying group called "Protect our Local Streets" to address bills such as SB 649.

Action: 1. *Received and filed.*

B. Transportation Uniform Mitigation Fee (TUMF) Nexus Study Update

Daniel Ramirez-Cornejo reported that on February 28, 2017, the draft 2016 TUMF Nexus Study was released. Since the release, WRCOG has determined certain changes to the TUMF Network. The Nexus Study will reflect funding to three projects as a result of the recent state legislation (SB 132). WRCOG received 11 formal comments, notably the NAIOP which submitted a letter of support. This letter of support is significant because in 2015 NAIOP also submitted a letter with several comments on the data of the draft TUMF Nexus Study. WRCOG also reached out to Highland Fairview, who submitted a formal letter in 2015, and the 2016 update has addressed their comments.

Mr. Ramirez-Cornejo indicated that WRCOG will be preparing a formal response to each individual comment in the upcoming weeks. One particular comment received refers to SB 1 and the belief that the TUMF Network should be adjusted to reflect the allocation of SB 1 funding. In response, WRCOG will remove funding from specific projects as obligated through SB 132. Additionally, SB 1 funds can be used on a variety of non-TUMF eligible projects and WRCOG cannot speculate on what member jurisdictions will use SB 1 funds for. Another comment received discussed obligated funding sources and WRCOG confirmed that the Nexus Study adjusts for obligated funding, for which \$209 million in obligated funding for specific projects is addressed.

Chairman York asked if another funding source is being used for projects, will the amount be deducted against the Maximum TUMF share or is it against the engineer's probable cost.

Darren Henderson replied that the amount is taken from the maximum TUMF share so it does get credited against the maximum TUMF funding a member jurisdiction can receive.

Mr. Ramirez-Cornejo continued that the Nexus Study Ad Hoc Committee recommended that the Committee structure consider a two-year freeze as well as two-year phase-in for the proposed maximum retail fee with a two-year phase-in for the single-family fee. WRCOG anticipates the phase-in option to be reviewed by the Executive Committee in July. WRCOG retained a consultant to perform a peer review on the draft TUMF Nexus Study which concluded that the Nexus Study meets the requirements of the Mitigation Fee Act.

Chairman York eluded to a section of the staff report that discussed the right-of-way allocation of TUMF that is adjusted by a 75% global reduction and asked if there will be any changes in the Nexus Study as a result.

Mr. Henderson replied that there will be no changes. When the original Program was developed the right-of-way allocations were separated into three categories: urban, suburban, and rural. It was determined that the per-mile cost would be reduced by 75% to reflect instances in which portions of right-of-way that have already been acquired.

Mr. Henderson added that the Building Industry Association (BIA) conducted an analysis on the right-of-way allocations of the TUMF Program. WRCOG and its TUMF consultant reviewed the analysis and determined that the right-of-way allocations are actually understated at 25%.

Action: 1. *Received and filed.*

C. Transportation Uniform Mitigation Fee (TUMF) Calculation Handbook Update

Daniel Ramirez-Cornejo reported that the TUMF Calculation Handbook was developed during the Program's inception to address developments with unique trip generating characteristics which do not fall under the standard residential or non-residential land use such as fueling stations, golf courses, and electric vehicle (EV) charging stations.

Since the Program's inception, there have been requests from stakeholders to review certain developments for inclusion in the TUMF Calculation Handbook. The most recent request was regarding active senior living developments. For active senior living to qualify for these fee reductions, the following three requirements must be met: minimum number of 20 dwelling units in the community, local zoning and/or governing documents, and an occupancy restriction statement. If a development meets those three requirements, the number of units in the development will be multiplied by the equivalent (0.53). The resulting figure would then be multiplied by the multi-family rate to determine the TUMF obligation.

Christopher Gray clarified that developments that have only a portion of the units as active adult will not be disqualified.

Chairman York highlighted that there are many areas without senior zoning housing elements and is concerned that there may be complications as a result of the State's process.

Darren Henderson commented that the three requirements were derived from language by the State specific to Riverside County. Furthermore, if developers meet the requirements, they should have more flexibility.

Mr. Gray commented that the City of Eastvale had similar questions and WRCOG may need to add an entire chapter in the handbook to clarify these fee reduction qualifications.

Mr. Ramirez-Cornejo provided the Committee with a memo covering the fee calculation for retail land use developments. The TUMF Program Ad Hoc Committee will discuss calculations for retail land use developments.

Action: 1. *Received and filed.*

D. Transportation Uniform Mitigation Fee (TUMF) Soft Cost and Right-of-Way Allocations

Christopher Gray reported that soft cost allocations, which are based on construction costs, include 10% for planning, 25% for engineering, and 10% for contingency. WRCOG reviewed the allocations and determined that its member jurisdictions, on average, utilize all funding allocations for planning and engineering. Additionally, these allocations are consistent with other fee programs such as the Alameda County Transportation Commission Cost Estimating Guide and the American Association of State Highway and Transportation Officials (AASHTO). WRCOG also reviewed comments from a stakeholder regarding the right-of-way allocations in the Program. The Nexus Study includes a global reduction of right-of-way costs for all roadways in the TUMF Network by 75%.

Committee Member Derek Weiske informed the Committee that a study known as the California Multi-Agency CIP Benchmarking Study is conducted yearly and the 2016 edition states that the average percentage of design costs of the total project cost is 31%.

Action: 1. *Received and filed.*

E. Work Plan for Grant Writing Assistance Program For Local Jurisdictions

Christopher Gray reported that the purpose of this Program is to provide direct assistance to WRCOG member agencies; WRCOG is asking the Committee to approve the Work Plan as a guiding document for the Program. The Program will initially provide assistance on the following four grant opportunities: Active Transportation Program, Caltrans Sustainable Transportation Planning Grant Program, Affordable Housing and Sustainable Communities (AHSC) Program, and new planning grant opportunities. Member agencies accepting assistance must provide a project description, attend a kick-off meeting to provide all necessary information to the consultant, and be the responsible party for grant submittal. As part of WRCOG's On-Call Planning RFP, consultants have submitted proposals for grant writing assistance. WRCOG will review the proposals in the upcoming weeks, and based on those evaluations, consultants will be selected for the grant writing assistance "bench."

Action: 1. *Approved the Work Plan for the Grant Writing Assistance Program.*

(Thomas/Moehling) 13 yes; 0 no; 0 abstention. Item 5.E was approved by a unanimous vote of those members present. The Cities of Banning, Calimesa, Canyon Lake, Jurupa Valley, Lake Elsinore, Menifee, and Riverside, and the Riverside Transit Authority were not present.

F. Request for Proposal Review Committee Members for WRCOG for On-Call Planning Services

Christopher Gray reported that WRCOG released a Request for Proposals (RFP) to broaden its lists of consultants, create efficiencies to allocate work without an RFP process, to accommodate the several new efforts that WRCOG is engaging that requires consultant support, and to provide WRCOG's partner agencies these services to assist them and their staff. The RFP contains many disciplines including transportation planning, Clean Cities Coalition activities, climate change planning, general plan and sustainability support, healthy community planning, grant writing assistance, demographic and economic forecasting, and support for WRCOG staff. Since the RFP will provide assistance to the member agencies, WRCOG is requesting involvement from the agencies in the proposal review process. Interviews are expected to take place in June.

Mr. Gray requested volunteers from the Public Works Committee to assist WRCOG with the review of proposals and assist with interviews for On-Call Transportation Planning, Grant Writing, and Clean Cities Activities.

Action: 1. *The Cities of Corona, Eastvale, Hemet, Moreno Valley, Temecula, and Wildomar, and the County of Riverside volunteered to assist WRCOG with the review of proposals and assist with interviews for On-Call Transportation, Grant Writing, and WRCOG staff support.*

6. REPORT FROM THE DIRECTOR OF TRANSPORTATION

Christopher Gray provided information on video conferencing to alternate beginning next year. Additionally, Mr. Gray will be taking vacation in July so there may not be a Public Works Committee meeting that month.

7. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

8. GENERAL ANNOUNCEMENTS

Chairman York welcomed Derek Wieske from the City of Hemet.

Darren Henderson informed the Committee that Parsons Brinckerhoff has rebranded and the new email addresses for Parsons Brinckerhoff will be changed to first name, last name@wsp.com.

Committee Member Patricia Romo also informed the Committee that the County of Riverside's email extension has been changed to @rivco.org.

9. NEXT MEETING:

The next Public Works Committee meeting is scheduled for Thursday, June 8, 2017, at 2:00 p.m., in the Transportation 14th Street Annex, 2nd Floor, in Conference Room 3.

10. ADJOURNMENT:

The meeting was adjourned at 3:25 p.m.



Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: TUMF Revenue and Expenditures Update

Contact: Andrew Ruiz, Program Manager, ruiz@wrcog.coq.ca.us, (951) 955-8587

Date: June 8, 2017

The purpose of this item is to update Committee members on the TUMF revenues, expenditures, and reimbursements since Program inception.

Requested Action:

1. Receive and file.
-

For the month of April 2017, the TUMF Program received \$3,275,083 in revenue.

To date, revenues received into the TUMF Program total \$714,974,098. Interest amounts to \$32,367,471, for a total collection of \$747,341,569.

WRCOG has dispersed a total of \$338,477,511 primarily through project reimbursements and refunds, and \$21,594,344 in administrative expenses.

The Riverside County Transportation Commission share payments have totaled \$323,942,778 through April 30, 2017.

Prior Action:

May 11, 2017: The Public Works Committee received report.

Fiscal Impact:

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

Attachment:

1. Summary TUMF Program revenues.

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Item 4.B

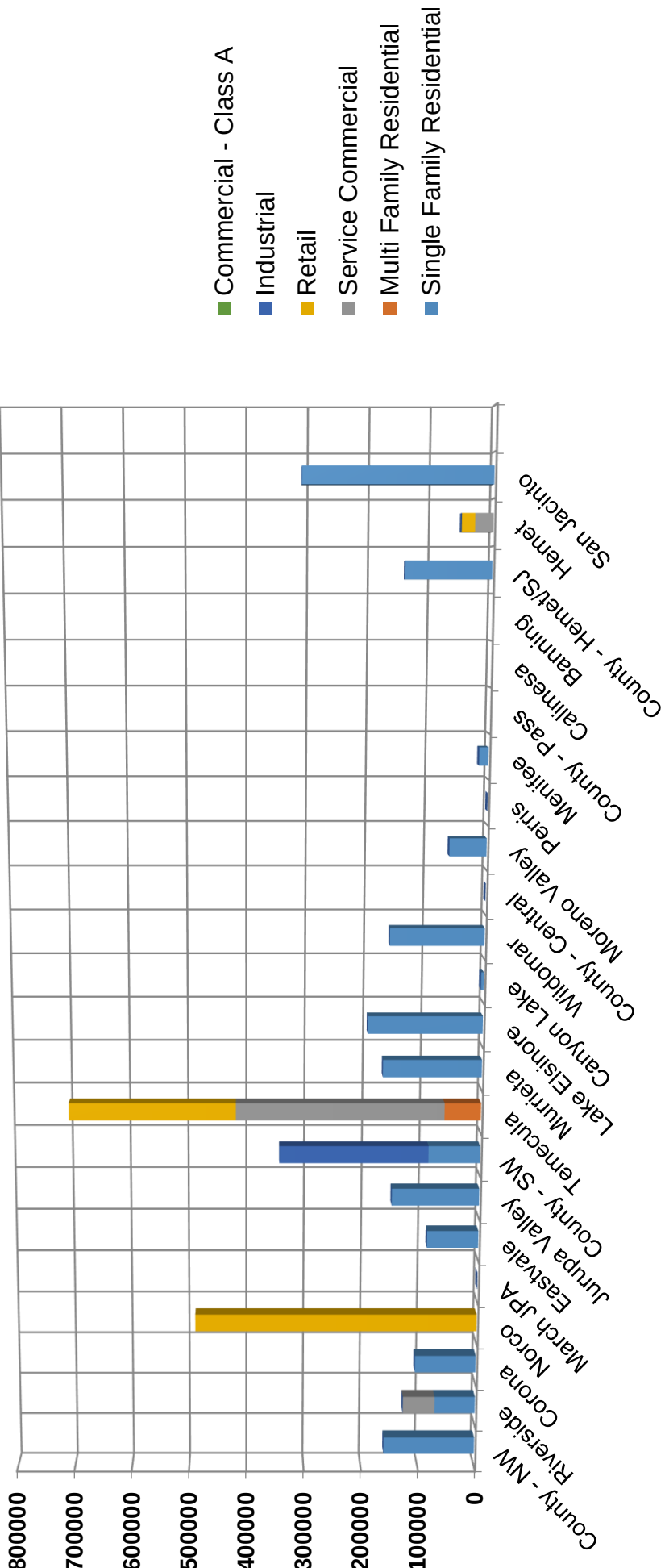
TUMF Revenue and Expenditures
Update

Attachment 1

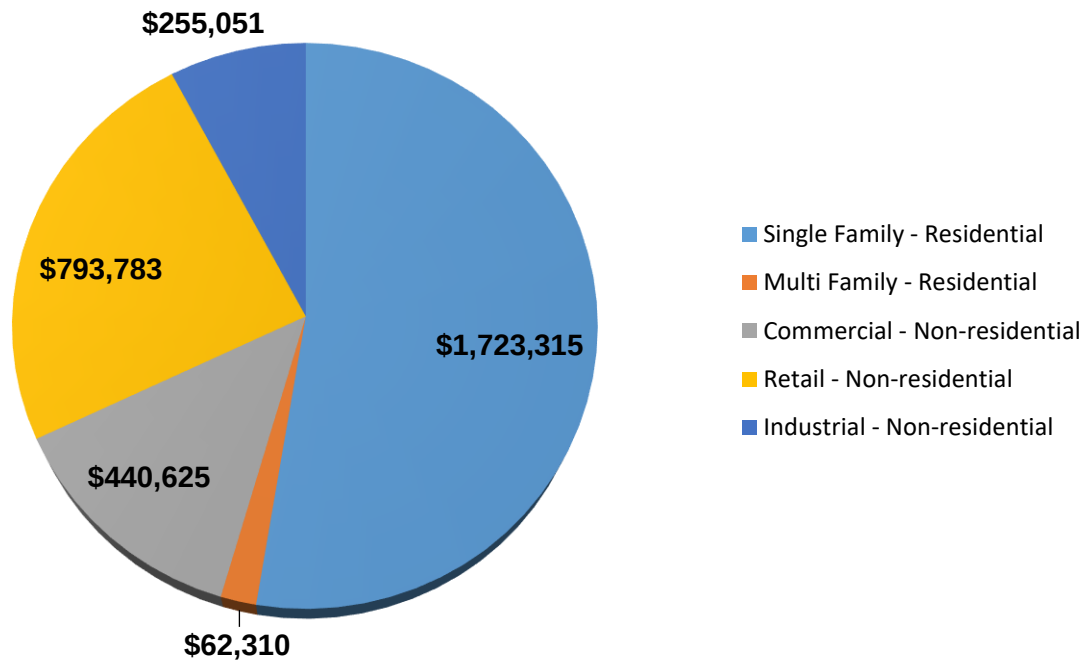
Summary TUMF Program revenues

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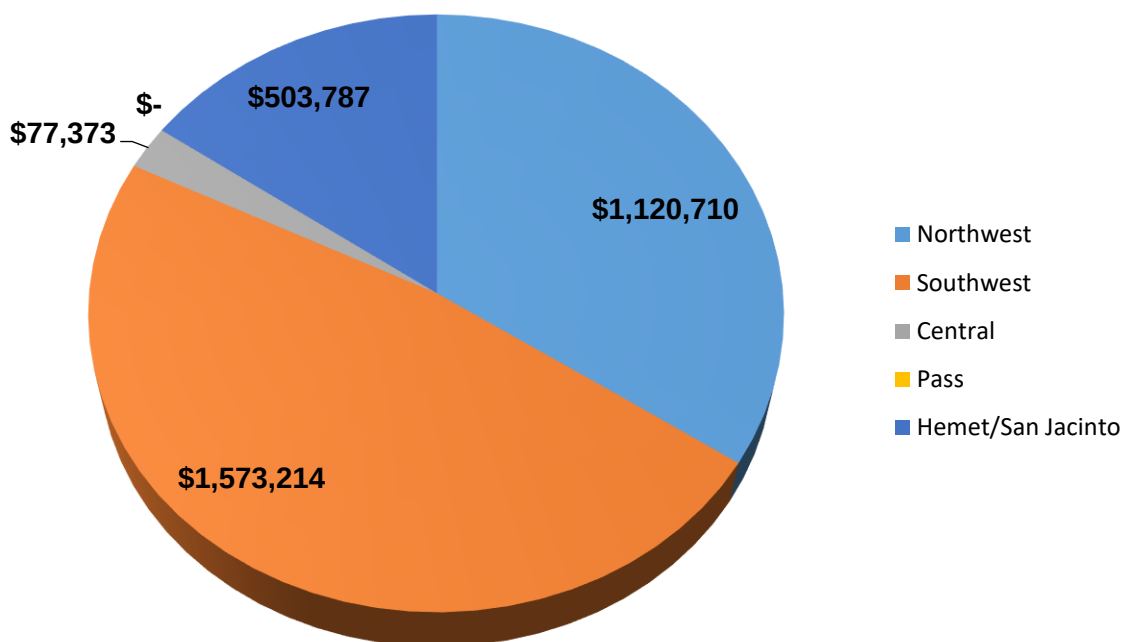
April 2017 TUMF Revenues by Jurisdiction Total Revenue - \$3,275,083



April 2017 TUMF revenues by land-use type



April 2017 TUMF Revenues by Zone



Jurisdiction	Fiscal Year 15/16		2016 July		2017 January		March		April		Fiscal Year 16/17		Total from Inception	
Banning	\$13,637	\$0	\$0	\$0	\$0	\$0	\$4,688	\$83,542	\$0	\$0	\$88,230	\$5,010,556		
Beaumont	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,106,570		
Calimesa	\$20,344	\$8,873	\$197,212	\$0	\$0	\$17,746	\$0	\$0	\$0	\$0	\$223,831	\$1,491,246		
Canyon Lake	\$44,370	\$4,437	\$0	\$4,437	\$0	\$0	\$4,437	\$13,311	\$4,437	\$4,437	\$35,496	\$774,858		
Corona	\$5,913,963	\$46,463	\$145,693	\$35,905	\$142,253	\$3,460	\$429,392	\$605,546	\$330,806	\$106,476	\$2,025,701	\$29,126,500		
Eastvale	\$3,676,091	\$70,984	\$124,620	\$20,786	\$532,380	\$0	\$707,095	\$115,349	\$88,730	\$88,730	\$1,819,658	\$15,651,839		
Hemet	\$756,651	\$0	\$1,508	\$60,165	\$0	\$0	\$0	\$0	\$0	\$51,264	\$112,938	\$17,648,787		
Jurupa Valley	\$5,034,660	\$168,587	\$434,777	\$310,555	\$390,412	\$702,734	\$230,698	\$536,616	\$532,380	\$150,841	\$3,993,655	\$10,437,140		
Lake Elsinore	\$2,089,961	\$97,603	\$53,238	\$106,476	\$141,968	\$8,873	\$44,369	\$116,624	\$287,366	\$0	\$1,051,723	\$21,347,396		
March JPA	\$479,591	\$0	\$0	\$0	\$0	\$326,652	\$720,702	\$0	\$487,771	\$0	\$1,535,126	\$4,947,716		
Menifee	\$2,638,484	\$568,179	\$364,975	\$248,444	\$355,922	\$301,682	\$17,746	\$159,714	\$226,576	\$180,013	\$2,438,513	\$17,911,537		
Moreno Valley	\$2,923,749	\$146,767	\$230,698	\$212,952	\$212,666	\$35,492	\$35,492	\$0	\$720,018	\$0	\$1,656,196	\$68,200,601		
Murrieta	\$3,348,006	\$105,181	\$79,857	\$97,802	\$244,306	\$208,814	\$459,948	\$0	\$70,984	\$115,349	\$1,550,828	\$34,775,728		
Norco	\$216,329	\$0	\$52,923	\$0	\$0	\$0	\$0	\$3,755	\$0	\$0	\$544,871	\$3,929,075		
Perris	\$2,515,873	\$173,105	\$342,849	\$415,754	\$27,589	\$248,444	\$0	\$8,873	\$221,825	\$44,365	\$1,482,804	\$27,586,517		
Riverside	\$4,001,916	\$194,893	\$799,136	\$544,556	\$163,602	\$133,095	\$72,530	\$239,938	\$204,079	\$1,894,956	\$4,373,539	\$69,348,949		
San Jacinto	\$1,506,559	\$70,984	\$0	\$195,206	\$17,746	\$133,095	\$150,841	\$8,873	\$283,936	\$124,222	\$1,295,458	\$26,413,863		
Temecula	\$1,745,342	\$245,056	\$105,927	\$0	\$41,215	\$33,086	\$26,003	\$0	\$186,930	\$194,747	\$1,534,580	\$34,654,290		
Wildomar	\$900,614	\$53,238	\$79,857	\$346,047	\$221,825	\$204,079	\$221,825	\$113,854	\$124,222	\$106,476	\$1,631,137	\$5,069,954		
County Central	\$2,242,917	\$241,196	\$97,603	\$292,809	\$26,619	\$34,404	\$108,376	\$26,619	\$66,464	\$301,682	\$0	\$42,162,966		
County Hemet/S.J.	\$646,306	\$8,873	\$8,873	\$141,968	\$6,920	\$8,873	\$79,857	\$8,873	\$363,834	\$8,873	\$778,912	\$8,812,174		
County Northwest	\$892,990	\$53,238	\$11,096	\$79,857	\$253,989	\$36,305	\$79,857	\$53,238	\$70,984	\$44,365	\$842,643	\$118,121,117		
County Pass	\$44,365	\$8,873	\$0	\$0	\$0	\$0	\$0	\$0	\$17,746	\$0	\$26,619	\$4,070,047		
County Southwest	\$2,419,890	\$178,955	\$230,580	\$111,668	\$325,974	\$126,352	\$130,256	\$139,484	\$554,859	\$137,644	\$2,279,423	\$123,670,777		
Total	\$ 44,072,606	\$ 2,445,483	\$ 3,361,423	\$ 3,225,387	\$ 3,105,385	\$ 2,563,184	\$ 3,519,424	\$ 1,671,278	\$ 4,754,188	\$ 4,596,816	\$ 32,517,653	\$ 695,270,195.58		

FY 16/17 Revenues by Zone														
Pass	\$338,680													
Southwest	\$8,083,188													
Central	\$6,773,284													
Northwest	\$15,135,193													
Hemet/SJ	\$2,187,308													
Total	\$32,517,653													

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Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: Financial Report summary through April 2017

Contact: Andrew Ruiz, Program Manager, ruiz@wrcog.cog.ca.us, (951) 955-8587

Date: June 8, 2017

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

Requested Action:

1. Receive and file.

Attached for Committee review is the Financial Report summary through April 2017.

Prior Action:

May 11, 2017: The Public Works Committee received report.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – April 2017.

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Item 4.C

Financial Report summary through
April 2017

Attachment 1

Financial Report summary – April
2017

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

		Approved 6/30/2017 Budget	Thru 4/30/2017 Actual	Remaining 6/30/2017 Budget
Revenues				
40001	Member Dues	309,410	306,410	3,000
42001	Other Revenue	-	4,050	(4,050)
42004	General Assembly	300,000	30,000	270,000
40601	WRCOG HERO	1,963,735	1,046,271	917,464
40603	CA HERO	7,615,461	5,422,155	2,193,306
40605	The Gas Company Partnership	62,000	58,654	3,346
40606	SCE WRELP	4,692	77,698	(73,006)
40607	WRCOG HERO Commercial	27,500	13,404	14,096
40609	SCE Phase III	10,643	10,634	9
40611	WRCOG HERO Recording Revenue	335,555	228,015	107,540
40612	CA HERO Recording Revenue	1,301,300	1,064,645	236,655
40614	Active Transportation	200,000	50,254	149,746
41201	Solid Waste	107,915	98,163	9,752
41401	Used Oil Opportunity Grants	290,227	264,320	25,907
41402	Air Quality-Clean Cities	228,000	161,750	66,250
40616	CCA Revenue	247,950	102,095	145,855
40617	Energy Admin Revenue	31,678	30,000	1,678
41701	LTF	701,300	701,250	50
43001	Commercial/Service - Admin (4%)	37,074	53,942	(16,867)
43002	Retail - Admin (4%)	142,224	93,446	48,778
43003	Industrial - Admin (4%)	128,446	165,970	(37,524)
43004	Residential/Multi/Single - Admin (4%)	1,067,271	719,382	347,889
43005	Multi-Family - Admin (4%)	224,983	90,294	134,689
43001	Commercial/Service	889,786	1,294,879	(405,094)
43002	Retail	3,413,375	2,242,714	1,170,661
43003	Industrial	3,082,710	3,982,371	(899,662)
43004	Residential/Multi/Single	25,614,514	17,310,169	8,304,345
43005	Multi-Family	5,399,595	2,167,048	3,232,547
	Total Revenues	61,237,078	37,790,328	23,247,440
Expenditures				
	Wages and Benefits			
60001	Wages & Salaries	1,981,159	1,804,531	176,628
61000	Fringe Benefits	578,219	477,596	100,623
	Total Wages and Benefits	2,619,378	2,282,127	337,251
	General Operations			
63000	Overhead Allocation	1,520,636	1,265,113	255,523
65101	General Legal Services	566,612	578,027	(11,415)
65401	Audit Fees	25,000	23,879	1,121
65505	Bank Fees	25,500	163,974	(138,474)
65507	Commissioners Per Diem	46,950	46,200	750
73001	Office Lease	145,000	125,139	19,861
73003	WRCOG Auto Fuels Expense	678	421	257
73004	WRCOG Auto Maint Expense	33	33	0
73101	Special Mail Svcs	1,500	1,028	472
73102	Parking Validations	4,380	3,930	450
73104	Staff Recognition	1,200	632	568
73107	Event Support	187,278	89,598	97,680
73108	General Supplies	22,128	14,027	8,101
73109	Computer Supplies	8,937	5,936	3,001
73110	Computer Software	13,818	24,396	(10,578)

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

		Approved 6/30/2017 Budget	Thru 4/30/2017 Actual	Remaining 6/30/2017 Budget
73111	Rent/Lease Equipment	25,000	26,098	(1,098)
73113	Membership Dues	25,946	21,341	4,605
73114	Subscriptions/Publications	8,789	16,435	(7,646)
73115	Meeting Support/Services	16,646	7,840	8,806
73116	Postage	5,759	3,340	2,419
73117	Other Household Expenditures	5,205	5,023	182
73118	COG Partnership Agreement	40,000	18,512	21,488
73119	Storage	16,000	6,613	9,387
73122	Computer Hardware	4,000	337	3,663
73126	EV Charging Equipment	49,605	49,605	0
73201	Communications-Regular	2,000	1,832	168
73203	Communications-Long Distance	1,200	189	1,011
73204	Communications-Cellular	11,802	11,158	644
73206	Communications-Comp Sv	42,558	49,253	(6,695)
73209	Communications-Web Site	15,600	1,439	14,161
73301	Equipment Maintenance - General	8,407	11,499	(3,092)
73302	Equipment Maintenance - Computers	14,264	25,445	(11,181)
73405	Insurance - General/Business Liason	73,740	75,125	(1,385)
73407	WRCOG Auto Insurance	1,570	1,519	51
73502	County RCIT	2,500	787	1,713
73506	CA HERO Recording Fee	1,636,855	1,032,738	604,117
73601	Seminars/Conferences	23,405	12,624	10,782
73605	General Assembly	300,000	41,068	258,932
73611	Travel - Mileage Reimbursement	23,174	14,403	8,771
73612	Travel - Ground Transportation	9,212	3,565	5,647
73613	Travel - Airfare	23,369	12,837	10,532
73620	Lodging	19,016	8,956	10,060
73630	Meals	12,107	6,905	5,202
73640	Other Incidentals	17,368	10,204	7,164
73650	Training	12,200	919	11,281
73703	Supplies/Materials	34,851	974	33,877
73704	Newspaper Ads	21,863	10,700	11,163
73706	Radio & TV Ads	53,833	61,283	(7,450)
XXXXX	TUMF Projects	38,399,980	43,124,742	(4,724,762)
85101	Consulting Labor	3,497,028	2,478,709	1,018,319
85102	Consulting Expenses	245,000	4,577	240,423
85180	BEYOND Expenditures	2,023,000	334,095	1,688,905
90101	Computer Equipment/Software	31,500	25,976	5,524
90501	Office Improvements	27,654	3,276	24,378
97005	Benefits Transfer Out	-	(439,386)	439,386
97001	Operating Transfer Out	(1,518,136)	(1,308,321)	(209,815)
Total General Operations		56,295,416	48,116,569	8,178,847
Total Expenditures		58,914,794	50,398,696	8,516,098





Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Transportation Uniform Mitigation Fee (TUMF) Nexus Study Update

Contact: Daniel Ramirez-Cornejo, Staff Analyst, cornejo@wrcog.cog.ca.us, (951) 955-8307

Date: June 8, 2017

The purpose of this item is to provide Committee members with an update on the progress of the TUMF Nexus Study update, including phase-in options for the proposed TUMF schedule.

Requested Actions:

1. Recommend that the Executive Committee approve the 2016 TUMF Nexus Study.
2. Discuss and provide direction on the preferred TUMF schedule implementation.

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, and the Riverside Transit Agency (RTA). The TUMF Nexus Study is intended to satisfy the requirements of California Government Code Chapter 5 Section 66000-66008 (also known as the California Mitigation Fee Act), which governs imposing development impact fees in California. The Study establishes a nexus, or reasonable relationship, between the development impact fee's use and the type of project for which the fee is required. The TUMF Program is a development impact fee and is subject to the California Mitigation Fee Act (AB 1600, Govt. Code § 6600), which mandates that a Nexus Study be prepared to demonstrate a reasonable and rational relationship between the fee and the proposed improvements for which the fee is used. AB 1600 also requires the regular review and update of the Program and Nexus Study to ensure the validity of the Program. The last TUMF Program Update was completed in October 2009.

Draft TUMF Nexus Study

WRCOG staff has determined that some modifications to the TUMF Network, which is a key determinant of the fee, are appropriate given recent state legislation as well as questions from stakeholders regarding the status of certain projects that were under construction during the preparation of the 2016 TUMF Nexus Study. These modifications will result in a reduced proposed fee schedule as shown in the table below.

The largest single change in the Network results from the passage of SB 132, which is a companion bill to recently enacted SB 1. SB 132 provides over \$400 million in direct transportation funding for five projects in Western Riverside County, including three that were included in the draft TUMF Nexus Study. These three projects include the following:

- McKinley Avenue Grade Separation
- Limonite Avenue / I-15 interchange
- Hamner Avenue Bridge

The final draft fee schedule in the 2016 TUMF Nexus Study is below:

Land Use type	Current fee	Draft Nexus Study fee	% Change from current fee
Single-Family Residential	\$8,873	\$9,418	6%
Multi-Family Residential	\$6,231	\$6,134	-2%
Industrial	\$1.73	\$1.77	3%
Retail	\$10.49	\$12.31	17%
Service	\$4.19	\$4.56	9%

On February 28, 2017, WRCOG released the draft 2016 TUMF Nexus Study for review and comment, with the comment period extending through April 21, 2017. WRCOG received 12 formal comment letters from member jurisdictions and stakeholders, and staff, in conjunction with legal counsel and consultants, has prepared responses to comments, which are attached.

Staff would also note that they have met extensively with key stakeholders throughout this process including but not limited to the BIA, NAIOP, retail developers, and individual developers. To date, WRCOG has received three letters of support from developers or developer representatives and two letters of support from the Chamber of Commerce from the Cities of Corona and Menifee. The City of Calimesa also submitted a letter of support on the draft 2016 TUMF Nexus Study. Stakeholders have been notified that they will have an opportunity to provide public comments on the draft 2016 TUMF Nexus Study at the June 5, 2017, Executive Committee meeting.

Based on the above proposed fee schedule, staff has prepared the following phase-in options for potential implementation by the Executive Committee and a corresponding table with estimated revenue:

Option 1 – implement full fee for all land use types.

Option 2 – freeze the retail land use fee for two years, followed by a two-year phase-in.

Option 3 – implement the TUMF Nexus Study Ad Hoc Committee recommendation (freeze the retail land use fee for two years, followed by a two-year phase-in, plus a two-year phase-in for the single-family land use fee).

Option 4 – freeze the retail land use fee for four years.

Staff can consider any potential fee options as directed by our member agencies.

To analyze the impact of any of the proposed implementation scenarios, WRCOG prepared a financial model to estimate changes in the TUMF revenues. This model assumes the following:

- Current fee levels would be \$40 million annually, which is consistent with the last three fiscal years of collections;
- The distribution between the various fee categories would be the same as they are today; and
- Adding the City of Beaumont to the TUMF Program would generate an additional \$2 million per year in TUMF revenue, which represents the likely near-term revenues WRCOG would obtain from the addition of the City to the TUMF Program.

Current TUMF revenue collections and estimated revenue (with draft Nexus Study fees) by land use, based on previous assumptions, are provided below:

Land Use type	Current annual revenue collections	Estimated annual revenue collections
Single-Family Residential	\$24M	\$26M
Multi-Family Residential	\$6M	\$6M
Industrial	\$5M	\$5M
Retail	\$3M	\$4M
Service	\$2M	\$2M
Beaumont	\$0	\$2M
Total	\$40M/Year	\$45M/Year

Staff has prepared a corresponding table with estimated revenue based on the options for TUMF schedule implementation. With adoption of the Nexus Study, the City of Beaumont will rejoin the TUMF Program, for which staff has included estimated revenue from the City of Beaumont in future revenue projections. The estimated revenue data is based on cumulative revenue for the next four fiscal years (through fiscal year 2020/2021).

Implementation option	Estimated revenue (through FY 2020/2021)	Estimated revenue loss (through FY 2020/2021)	Revenue loss as a % of total estimated revenue
Option 1 (full fee)	\$180M	\$0M	0%
Option 2 (Retail phase-in)	\$178M	\$2M	1.1%
Option 3 (Retail and Residential phase-in)	\$177M	\$3M	1.7%
Option 4 (Retail freeze)	\$177M	\$3M	1.7%

Regardless of the option that is selected, the Executive Committee reserves the right to review and make further recommendations as necessary. Note that the recommendation from the TUMF Nexus Study Ad Hoc Committee was based on the fee schedule prior to the TUMF Network adjustments made due to SB 1 and SB 132.

Staff is requesting that members of the Committee review the implementation options and make a recommendation that will be forwarded through the WRCOG Committee structure for final action by the Executive Committee at its July 10, 2017, meeting.

WRCOG anticipates the below review schedule of the draft 2016 TUMF Nexus Study by the WRCOG Committees:

June 14, 2017:	Administration & Finance Committee makes a recommendation on the draft 2016 TUMF Nexus Study.
June 15, 2017:	Staff will be scheduling a Special Meeting in which the Technical Advisory Committee will make a recommendation on the draft 2016 TUMF Nexus Study.
July 10, 2017:	Executive Committee takes action on the draft 2016 TUMF Nexus Study.
Fall 2017:	Any change in fee goes into effect (depending on each member jurisdiction's approval of TUMF Ordinance / Resolutions).

The above schedule is tentative and subject to change depending on input from the Committees and stakeholders.

Prior Actions:

May 18, 2017: The Technical Advisory Committee received report.

May 10, 2017: The Administration & Finance Committee received report.

Fiscal Impact:

TUMF activities are included in the Agency's adopted Fiscal Year 2016/2017 Budget under the Transportation Department.

Attachments:

1. Draft TUMF Nexus Study comments.
2. Draft TUMF Nexus Study response to comments.

Item 5.A

Transportation Uniform Mitigation
Fee (TUMF) Nexus Study Update

Attachment 1

Draft TUMF Nexus Study comments

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City of Calimesa

April 20, 2017

Mr. Christopher Gray, Director of Transportation
Western Riverside Council of Governments
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501-3609

Subject: Transportation Uniform Mitigation Fee (TUMF)
Nexus Study, 2016 Program Update

Dear Mr. Gray:

The City of Calimesa (City) has reviewed the Draft 2016 TUMF Nexus Study Program Update dated February 28, 2017 and other materials provided by WRCOG. The City expresses appreciation to WRCOG for addressing our 2015 Draft TUMF Nexus Study comments regarding substantial fee increases in retail and service land use categories (increases of 55% and 58%). As mentioned previously, the City is positioned to experience substantial growth over the next decade (doubling or tripling our population) that would include the retail and service industries. The City desires to attract retail and service industries in order to provide needed revenue to sustain all City provided public services since residential, industrial, and office uses typically do not generate enough tax revenue to offset the cost of associated public services.

The City also appreciates WRCOG implementing a phased approach for the fee increases for single family residential and retail land use categories. This will allow the City time to work with developers on moving current projects forward without the threat of substantial fee increases in the near term.

Although fee increases are not ideal, the City recognizes that sometimes it is necessary in order to achieve the desired goals. If you have any questions, please let me know.

Sincerely,

Bonnie Johnson
City Manager

cc. Jeff Hewitt, Mayor
Michael Thornton, City Engineer

TEL: 951.413.3100
WWW.MOVAL.ORG



**Letter
A2**

14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

April 20, 2017

Mr. Christopher J. Gray
Director of Transportation
Western Riverside Council of Governments
4080 Lemon Street, MS-1032
Riverside, CA 92501

Subject: Draft Final Report TUMF Nexus Study 2016 Update
City of Moreno Valley Comments

Dear Mr. Gray:

Chris

The City of Moreno Valley staff has reviewed the draft Final Report TUMF Nexus Study 2016 Update dated February 28, 2017.

Attached is the City's final comment master list for your consideration.

If you have any questions, please contact me at 951.413.3100.

Sincerely,

Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

HN/vl

c: Project File

City of Moreno Valley - Comments on February 28, 2017 Draft TUMF Nexus Study	
Date Prepared: April 6, 2017	
No.	Comment
1	The original Draft TUMF Nexus Study was distributed in August of 2015 and included comments from private developers, the BIA and governmental agencies. Include a summary of how comments/questions were addressed in the Final TUMF Nexus Study.
2	There was no mention in the TUMF Nexus Study of any fee reductions for affordable housing or senior housing projects. WRCOG staff has recently informed a prospective developer in Moreno Valley that a reduced fee for senior housing will be implemented in the next two to three months. It is strongly recommended that a fee reduction mechanism for affordable housing and senior housing be evaluated and implemented within the final TUMF Nexus Study.
3	An updated fee chart was provided at the March 6, 2017 WRCOG Executive Committee meeting that included a phase-in option for fee increase implementation from July 1, 2017 to July 1, 2020. In order to minimize the proposed increases in fees across the board, it is highly recommended that a phase-in fee implementation mechanism be considered as an option and included in the Final TUMF Nexus Study.
4	Clarify whether Cities will be required to make up the difference in fees if the implementation is phased and measured against a 100% threshold on the effective date.
5	Include a section on how WRCOG will handle reimbursements/credits from developers and agencies who built facilities on the network under the currently-adopted Nexus Study, and those facilities are now being deleted from the network in the 2017 study.
6	Provide explanation of how Maximum TUMF Share was calculated for each facility in Moreno Valley, for example, which outside fund sources and from what reference. For example, Gilman Springs Road from 60 to Alessandro; and Reche Vista from City limit to Heacock. Also provide detail in Section 4.5, p. 39 what amounts and locations are covered in Existing Obligated Funding. Also provide more information in Section 4.7.
7	Provide explanation of how new "% completed" were developed. Several differ from those reported by Moreno Valley. Specifically, several percents are too high for the facility.
8	City was aware that Perris Boulevard street segment was potentially to be removed from network or retained with zero dollars. However, City requests that some TUMF monies be shown for the Perris/60 interchange.
9	City's formal comments dated August 27, 2015 are not shown in the comment matrices nor were they addressed. Please incorporate and they are repeated here:
9a	Dear Ms. Taylor-Berger: The City has the following comments on the Draft 2015 TUMF Nexus Study dated August 17, 2015: Include State Route (SR) 60/Moreno Beach Interchange as a line item – this location is already on the 2009 network as a Type 2 interchange and appears to have been missed. On the Draft 2015 network, the SR-60/Moreno Beach interchange cost would be \$37,483,000, the same as other Type 2 interchanges.
9b	Ironwood Avenue from SR-60 to Day Street as shown in Appendix G-1 should state "Full funding available from other sources" instead of "City to fund with local sources."

Letter A2 Cont.

City of Moreno Valley

9c	Since SR-60/Nason Interchange is shown on the 2015 Draft Nexus study at \$11,128,000, please reference the City's February 6, 2015 request that WRCOG acknowledge the City's \$19,106,000 savings as satisfaction against the \$999,302.77 loss to the network. (As an alternate option as suggested in our letter, for ease of accounting \$14,100,000 could be shown on the network, which would consist of \$13,069,951 allocated in TUMF TIP funds plus \$1,000,000 50% TUMF reduction deficit make-up).
10	Heacock from San Michelle to Harley Knox segment - will the \$300k network reduction affect current funding on the proposed TIP? City is moving forward with the Heacock project and opposes any reduction in funding for this segment. Same comment for all ongoing and TIP projects.
11	Nason from Fir (south of SR-60) to Alessandro was completed in 2016 with 100% City funds and City will bill (or request savings against the network) for the 2009 TUMF maximum share. Include update in exhibit H-1.
12	Section 1.1.1., subsection (4) - "list of roads that have existing capacity deficiencies" - where is this list?
13	Include the August 8, 2015 comment letter from the BIA's consultant, referenced on p. 35 in Section 4.3.
14	Section 4.3, page 35, reference to Appendix G should include a description of what's included in G-1 and G-2, and the dates of actions by WRCOG and committees.
15	Provide a fee comparison table to show differences from 2009 to 2017.
16	In Appendix A, correct the spelling of the committee member Gutierrez's first name to the following: Vxstian
17	In Appendix F, page F-3, the pavement thickness appears too thin for the streets in the TUMF program. For example, for minor arterials and above, the City's minimum pavement thickness is 0.5-ft of asphalt and 1.0-ft aggregate base. This promotes a stronger pavement structure and longer life, avoiding premature reconstruction. The City recommends WRCOG verify pavement sections with their member agencies.
18	In Exhibit F-2, master unit cost summary, "ramp realignment" cost is blank.
19	In Exhibit F-2, master unit cost summary, what types of street lights are assumed and are eligible - LED, HPSV, or other?
20	Referencing Exhibit F-4, Land Use cost assumption page, include in the study an explanation of how the 25% was derived.
21	In Appendices G, G-1 and G-2, include dates of each agency's comments.
22	In Appendices G, G-1 and G-2, include City's of Moreno Valley's comments of 8/27/15. Specific comments are listed in #9 above.
23	In Appendix G-1 and H-1, Theodore Street from 60 to Eucalyptus, comment should state City will provide \$19.7 million in local funding, not \$20 million. Reference City's February 5, 2015 comment letter. Please clarify exact amount of TUMF and City share.
24	In Appendix G-2, Ironwood from 60 to Day should remain on the network, with zero dollars, contingent on allocating the funds to another Moreno Valley street.
25	In Exhibit G-2 and H-1, Day /60 Interchange maximum value can be \$15 million. \$17,897,000 is too high for the improvements needed. Allocate surplus funds to another Moreno Valley street.
26	In Appendix G-2, Moreno Beach/60 interchange, see previous comment for this location. Restore as Type 2 interchange at 35% completion level.
27	Figure 4.4 - Transit Center (Mobility Hub) should be shown on the NW corner of Alessandro Boulevard and Nason Street.
28	Page 46 - Harley Knox terminates at Redlands Avenue, not Evans Road. Diagrams and any costs associated should be updated.

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29	Page 28 - reference to year 2035. Horizon year is 2040.
30	Exhibit E-1 should be updated to reflect 2017 built conditions. Perris Boulevard 4 lanes s/o Heacock; Cactus Avenue 6 lanes Elsworth Street to Heacock Street; Ironwood Avenue 4 lanes Heacock to Perris.
31	Page 46 - Day Street (SR-60 to Eucalyptus) should reflect 80% complete 5 lanes exist, 6 future. Funds should be added to complete the segment.
32	Page 10 Nexus Study and TUMF Fee Calculation Handbook consideration should be given to add a special category for Amazon Fulfillment Centers.
33	In Appendix F, page F-2 Typical Roadway Cross Section, City recommends updating the 4-foot bicycle lane to a minimum of 6 feet, as this is the typical width on Arterial Roadways.
34	In Exhibit H-1, Alessandro from 215 to Perris: correct the % complete from 74% to 60%. Alessandro from Perris to Nason: correct % complete from 19% to 15%.
35	In Exhibit H-1, Gilman Springs from 60 to Alessandro, why does this not have full value?
36	In Exhibit H-1, Eucalyptus from 215 to Towngate: correct the % complete from 42% to 25%.
37	In Exhibit H-1, Heacock from Cactus to San Michelle: correct the % complete from 77% to 15%.
38	In Exhibit H-1, Day from Ironwood to 60: correct the number of existing lanes from 4 to 3.
39	In Exhibit H-1, Eucalyptus from Heacock to Kitching: correct the number of future lanes from 2 to 4.
40	In Exhibit H-1, Lasselle from JFK to Oleander, change Oleander to Harley Knox.
41	In Exhibit H-1, Pigeon Pass/CETAP corridor from Cantarini to Ironwood, change number of future lanes to 4.
42	In Exhibit H-1, Nason from 60 to Alessandro, the City completed widening with 100% City funds and will bill WRCOG the maximum TUMF share from 2009 study (FIR to Alessandro segment).
43	In Exhibit L-1, include Logistics in the Industrial sector.

County of Riverside

Letter
A3

RIVERSIDE OFFICE:
4080 LEMON STREET, 5TH FLOOR
RIVERSIDE, CA 92501
(951) 955-1010
FAX (951) 955-1019



DISTRICT OFFICE:
16275 GRAND AVENUE
LAKE ELSINORE, CA 92530
(951) 471-4500
FAX (951) 471-4510

SUPERVISOR KEVIN JEFFRIES FIRST DISTRICT

April 14, 2017

Christopher Gray, Director of Transportation
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor MS 1032
Riverside, CA 92501-3609

Re: Comments on Draft TUMF Nexus Study

In the time during which the TUMF rate study has been produced, the state has approved higher fuel taxes and related vehicle fees. The state has also been investigating the concept of implementing a per-mile-fee for California drivers. Previously, the state implemented a new-development regulatory structure that seeks to discourage long distance commuting while encouraging transit and multi-use "walkable" developments.

WRCOG's proposal to significantly increase the TUMF for new retail business facilities will put western Riverside County at a significant competitive disadvantage in not only seeking small and medium business creation - but will substantially harm our ability to advance permanent job creation in those sectors. Additionally this office believes that the proposed fee structure will significantly hamper our ability to comply with and/or achieve the above state regulatory directives for live - work housing balances in western Riverside County.

The preliminary TUMF study conclusion itself acknowledges the potential adverse impact of the proposed increases fee structure, as evidenced by the recommendation to delay (or spread) the substantial increases over a few years.

Furthermore, the proposed rate structure continues to appear to incentivize warehouse and mining development in Riverside County over other non-residential uses. These rates appear to only consider trip counts, and do not seem to take into account the extra burden of heavy trucks on congestion and road maintenance costs.

In closing, spreading an excessive fee increase over a few years will not make Western Riverside County any more competitive in advancing and achieving local job creation this county so desperately needs, and will instead simply serve to advance the personal and financial costs of "exporting" our county's labor force each day.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin D. Jeffries".

KEVIN D. JEFFRIES
Supervisor, First District

April 13, 2017



*Riverside
County Chapter*

Building Industry Association
of Southern California

3891 11th Street
Riverside, California 92501
(951) 781-7310
Fax (951) 781-0509

Christopher J. Gray
Director of Transportation
Western Riverside Council of Governments
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501-3609

Re: Comments of Building Industry Association of Southern California, Inc., Riverside County Chapter Concerning the Timeline for Implementation / Collection of Fees Outlined in the 2016 Draft TUMF Nexus Study

Dear Mr. Gray,

The Building Industry Association of Southern California, Inc., Riverside Chapter (BIA) is a regional trade association that represents more than 400 member companies. Together, our members employ more than 50,000 workers and professionals building new home communities throughout Southern California. On behalf of our membership, we are submitting these comments concerning the timeline for implementation / collection of fees outlined in the 2016 Draft Transportation Uniform Mitigation Fee (TUMF) Nexus Study, released on February 28, 2017.

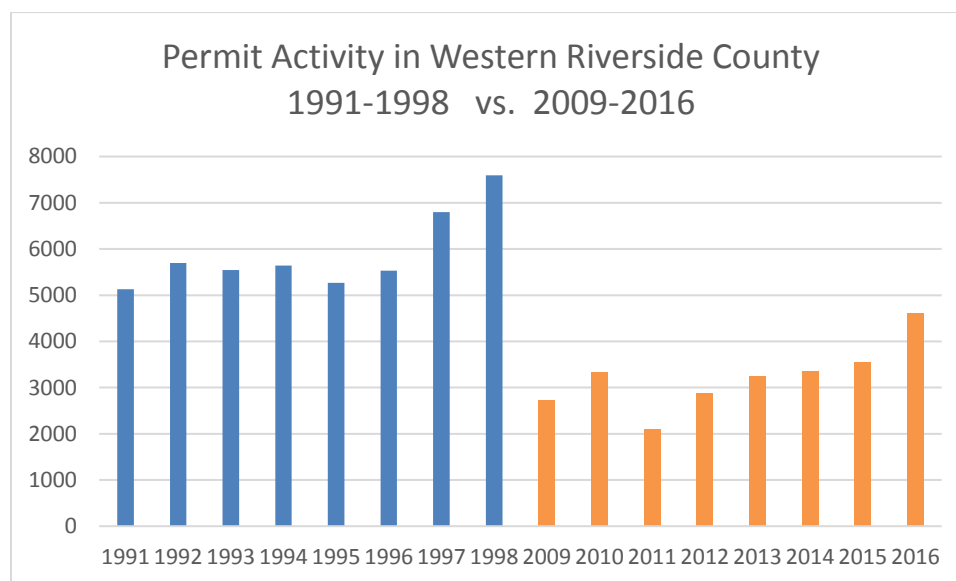
We appreciate the close working relationship that the BIA has with Western Riverside Council of Governments (WRCOG) staff. We particularly appreciate the WRCOG staff meeting with us to answer our questions in detail and receive our feedback concerning the 2016 Draft TUMF Nexus Study. Over the past couple of weeks, we have met with WRCOG staff several times concerning: 1) facilities included in the TUMF; 2) design; 3) engineering and construction costs; and 4) right of way acquisition methodology / costs outlined in the study. We greatly appreciate the longstanding partnership that we have with the WRCOG team.

California is currently experiencing a housing supply and affordability crisis with social and economic consequences for communities both in Western Riverside County and throughout the state. In California, housing costs are being driven upwards by a severe shortage of housing. According to state reports,

California is only adding 80,000 new housing units annually - 100,000 units short of what is needed to meet the current housing demand each year. The average single family home in California costs \$440,000 - two and a half times the national average. Rents are also 50 percent higher than the rest of the country. WRCOG's increase to the TUMF will directly translate into higher rental and housing prices in the future.

It is correctly stated in the WRCOG study of regional fees, titled: *"Analysis of Development Impact Fees in Western Riverside County"*, that "single family development has long been a key development sector in Western Riverside County."¹ Unfortunately, instead of working to bolster this economic driver in the region, the proposed TUMF study seeks to increase fees on a struggling industry by adding to the cost of building. Furthermore, the study is inequitable in its treatment of development industry types, favoring retail development over single family home development. The BIA feels it is unfair that the retail development industry is receiving a two-year freeze on the collection of the proposed TUMF, when single family home development is not. A more equitable approach would be for WRCOG to apply the same two-year freeze and subsequent two-year phase in for single family home development that is being applied to the retail development industry in the study. This is important given the depressed development climate currently playing out in our region.

Permit Activity in Western Riverside County



The above graph depicts permit activity in Western Riverside County in the years 1991-1998, a time widely understood to have been the most troubled time for the housing industry, versus the more recent permit activity between 2009-2016, which demonstrates an even slower permit activity than the 1990s. One study by the Public Policy Institute of California (PPIC) describes the 1990s as showing "a disturbing

¹ EPS & RCG. "Analysis of Development Impact Fees in Western Riverside County." Western Riverside Council of Governments (WRCOG) Report (Dec 2016): Pg. 30

and widely noted decline in the construction of new housing units in California.”² Just as there was a slow recovery following the 1990s recession, a similar pattern can be seen following the “Great Recession” of the 2000s, although it is clear from the above graph, that the current recovery is slower than it was during the bad years of the 1990s. Given that the current housing climate is worse than it was in the 1990s, a time that was devastating for the building industry, it is hard to understand why there is any consideration of inflating the cost of building homes by increasing fees, particularly during a housing affordability / supply crisis.

We applaud the recently released report produced by WRCOG which provides an analysis of development Impact fees in Western Riverside County. Our reading of WRCOG’s analysis, combined with the above permit data, would strongly suggest that now is not the time to raise fees, no matter how insignificant some might consider them to be. This report correctly states that “Developers ... will review a number of conditions before determining whether to move forward with site acquisition / optioning and pre-development activities. Factors will include: ... expected development costs ... and development impact fees.”³ The report further articulates that “development impact fees act as an additional development cost that can influence development feasibility and potentially the pace of new development.”⁴ Raising fees associated with the development of single family homes, will very likely make certain development projects unfeasible. This is the exact opposite of what we need right now, unless the intention of the TUMF implementation is to further depress housing growth and exacerbate the statewide housing crisis.

Given the state of the housing market / development climate for single family homes, **the BIA respectfully requests that WRCOG apply the same two-year freeze and subsequent two-year phase in for single family home development that is being applied to the retail development industry in the study.**

Thank you for your consideration of the Building Industry’s concerns / request regarding the timeline for implementation / collection of fees outlined in the 2016 Draft TUMF Nexus Study.

Sincerely,



Clint Lorimore, *Director of Government Affairs*
Riverside County Building Industry Association

² Johnson, Hans P., Moller & Dardia. “In Short Supply? Cycles and Trends in California Housing.” Public Policy Institute of California (PPIC) Report (2004): Pg. iii

³ EPS & RCG. “Analysis of Development Impact Fees in Western Riverside County.” Western Riverside Council of Governments (WRCOG) Report (Dec 2016): Pg. 29

⁴ Ibid. Pg. 1

MEMORANDUM

TO: Mr. Bill Blankenship, CEO
Building Industry Association of So. California – Riverside County

FROM: Dave Lanferman, RUTAN & TUCKER

DATE: April 19, 2017

RE: **WRCOG Transportation Uniform Mitigation Fee (“TUMF”) -- 2016 Update**

EXECUTIVE SUMMARY:

This summarizes my observations on, and questions about, the DRAFT “*2016 Update to Nexus Study for the Transportation Uniform Mitigation Fees*,” recently released by the Western Riverside Council of Governments (“WRCOG”) in connection with WRCOG’s consideration of the proposed amendment or renewal of its TUMF program. I appreciate the opportunity to provide this review for the Building Industry Association, as my practice has focused on mitigation fees and exactions for more than 30 years and my experience includes analyses of hundreds of “nexus studies” as well as litigating the validity or invalidity of nexus studies and fees in more than a hundred cases in trial courts, the Courts of Appeal, and the California Supreme Court.

Based on review of the WRCOG Draft 2016 Nexus Study, it is necessary to conclude that there are several problems with the Draft Study, including apparent inconsistencies with the Mitigation Fee Act, and several significant questions which should require that additional analyses or evidence be provided to WRCOG and the public before any further action is taken. The following Memo provides more detail as to these issues. Among the major issues raised by the Draft Study are the following:

* The Draft Study accurately recites the requirements of the Mitigation Fee Act that must be met in order to adopt or amend valid fees, but significant parts of the Draft Study fail to comply with those requirements;

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* The Draft Study’s proposed change so as to calculate “impacts” based on new use of a VMT methodology may be theoretically acceptable, but it raises important questions about the accuracy and fairness of the assumptions and conclusions of the VMT inputs used in the Draft Nexus Study for allocation of costs of new TUMF improvements, e.g., assumptions or data supporting the proposed reliance use of “peak hour” trips for residential sources. WRCOG should be asked to provide additional, more focused, data on these issues.

2

* The Draft Study fails to properly take into account the probability of new State funding for many of the improvements included in the study;

3

* The Draft Study does not appear to take into account – and credit -- other, non-TUMF, funding sources for the proposed facilities and improvements (e.g., existing surpluses, interest, local non-TUMF tax revenues generated by new development, etc.)

4

* The Draft Study, in its present draft form, does not appear to provide sufficient evidence and analysis to meet the requirements of the Mitigation Fee Act or other applicable laws.

5

1. Background – TUMF Program:

The Western Riverside Council of Governments (“WRCOG”) established its so-called “Transportation Uniform Mitigation Fee” program more than 15 years ago, creating a set of development “mitigation fees” intended to provide funding for arterial highway and road improvements of regional significance in Western Riverside County. WRCOG is now in the process of conducting its “third comprehensive review” of the TUMF program.

The initial TUMF was based on a nexus study that was adopted in November 2002. The TUMF program calls for the fees and nexus justifications to be reviewed periodically, at least every five years. The first review of the TUMF fee was documented in a “TUMF nexus study 2005 Update” approved in February 2006. “A second comprehensive review of the TUMF Program was conducted in 2008 and 2009,” and adopted in October 2009. The third comprehensive review was conducted in 2014 and 2015, leading to a Draft Nexus Study circulated in August 2015. WRCOG decided to delay finalizing that Nexus Study until the 2016 SCAG “2016 Regional Transportation Plan/Sustainable Communities Strategy” (2016 RTP/SCS) growth forecast was available. That SCAG forecast became available in April 2016, and WRCOG resumed work on the third review of the Nexus Study.

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The current Draft of the 2016 Update to the TUMF was released for public review on February 28, 2017.

The cover letter to this Draft of the 2016 Update to the TUMF Nexus Study acknowledges several “significant changes and revisions” to WRCOG’s previous approaches to the TUMF and its nexus studies, including use of “Vehicle Miles Traveled” (“VMT”) as a new methodology in the fee calculation process.

WRCOG’s cover letter also acknowledges that: “Because of these updated data and new methodological approaches, the resulting fees are substantially different for many of the land use categories in the Draft TUMF Nexus Study....” Among the differences in the resulting fees recommended by this Draft are some substantial increases in the TUMF fees on residential development. This memo briefly addresses some questions raised by those proposed increases.

2. **Threshold Issues Raised by "Transportation Impact Fees" – Generally:**

Despite the increased reliance upon traffic impact fees by many agencies in California, such fees suffer inherent conceptual and causal weaknesses not common to other infrastructure fees. There are legitimate concerns about the "accuracy" or fairness of using “development mitigation fees” in the context of funding improvements to streets, highways, and other components of a road system that serves, and benefits, a large, open-ended, community:

"The level of difficulty in proving the rational nexus between a particular development and its impact on the road system is much greater than that for water, sewer, or parks. The road system is a capital system that can be characterized by nonexclusive use and joint consumption by the public generally. Calculating the specific prorated shares of expansion costs, which are attributable to new growth for water and sewer, is fairly simple. In contrast, the same calculation in the case of *roads* is difficult if not impossible to accomplish in a manner that accurately and consistently reflects the actual cost and benefit of the capital system to individual households. (Harry A. Stewart; *Impact Fees: The Mettle Public Officials Need to Meddle in Development Impact Fees: Policy Rationale: Practice. Theory and Issues*. (Arthur C. Nelson, Ed., American Planning Association, 1988) p. 71.)

Transportation planners have pointed out the difficulties inherent in using an "impact fee" approach to fairly allocate the costs of traffic improvements, especially in the context of "off-site" improvements.

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Streets and highways are distinctly different from pipeline infrastructure. Even if short-run demand were inelastic, off-site origins and destinations are not sufficiently predetermined to be able to assign off-site segments of the network to particular development.

Only some small portion of the street system that gives direct access to property can be financed efficiently through impact fees, and the bulk of this is on-site to most development.

One obvious error in some current practice is the calculation of traffic impact fees based on loading the network with the new development's traffic and looking for congestion. *This violates the basic principle of impact fee design, namely, that all users face the marginal cost.* Removing some existing users would eliminate the congestion, so any group of users could be called the marginal consumers. Moreover, if existing users are not paying peak congestion charges, there is no reason new development should.

(Douglass B. Lee, Senior Transportation Plan, USDOT Systems Center, Cambridge, Mass., "Evaluation of Impact Fees Against Public Finance Criteria" in Development Impact Fees, *supra*.)

3. **"Nexus" Requirements - Generally:**

A. **WRCOG must show "reasonable nexus" and "rough proportionality" between impacts caused and the amount of fees charged to justify TUMF:**

Generally, the state and federal constitutions, as well as the California Mitigation Fee Act (Gov. Code §§ 66000- 66008) require that any agency seeking to establish or impose fees or other exactions as conditions of development approval must demonstrate a "nexus" (i.e., a rational and causal relationship) between the fees or exactions to be imposed and some deleterious public impacts or needs created by the new development upon which the fees are to be imposed. (*San Remo Hotel v. City & County of San Francisco* (2002) 27 Cal.4th 643.) Moreover, the US Supreme Court has repeatedly emphasized that fees imposed as mitigation for development impacts must be shown to be "roughly proportional" in amount to the reasonably estimated costs of providing the mitigation for which they are imposed. (*Koontz v. St. Johns River Water Mgt. Authority* (2013) 133 S.Ct. 2586.)

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See, e.g., *Ehrlich v. City of Culver City* (1996) 12 Ca1.4th at 865 [explaining that Mitigation Fee Act “codifies, as the statutory standard applicable by definition to non-possessory monetary exactions, the ‘reasonable relationship’ standard employed in California and elsewhere to measure the validity of required dedications of land (or fees ...) that are challenged under the Fifth and Fourteenth Amendments.”]. That standard is thus of constitutional import:

By interpreting the reasonable relationship standard adopted by Gov’t Code § 66001 as imposing a requirement consistent with the *Nollan/Dolan* standard, we serve the legislative purpose of protecting developers from disproportionate and excessive fees, and carry out the legislative intent of imposing a statutory relationship between monetary exaction and development project that accurately reflects the prevailing [constitutional] takings clause standard. (*Id.* at 867.)

(1) Geographic or territorial nexus questions: The rational nexus test includes consideration of the *geographical* connection between where the fees are collected and where the funds are to be expended or applied. Although the TUMF program has created “zones” for the allocation of TUMF revenues, it is still not clear that the use of such zones suffices to address the limitations on the police power of the individual jurisdictions collecting the fees or the requirements for a reasonable geographic nexus between the source of the fee revenues and the impacts to be mitigated by the expenditures of the fees.

Here, the TUMF program allows fees to be collected from development in one area of the WRCOG and to be expended on roads in areas that are far distant from the homes or employment of the fee payers. It is questionable whether the WRCOG is vested with legal authority to transfer fee proceeds beyond the jurisdictions in which they are collected or generated. Also, the imposition of development fees depends upon exercise of police power authority, which generally can be exercised only within the territorial boundaries of the city or county imposing the fee or regulation. (*City of South San Francisco v. Berry* (1953) 120 Cal.App.2d 252, 253 [“The *police power* has been given the county and the city respectively, *for exercise only ‘within its limits’*”]; *Miller v. Fowle* (1949) 92 Cal.App.2d 409, 411 [“A municipal corporation has generally *no extraterritorial powers of regulation*”]; 74 Ops.Cal.Atty.Gen. 211 (1991) [“[T]he rule presently enunciated by the courts is that the *police powers* of cities and counties granted under the Constitution do not extend beyond their territorial limits”].)

(2) Temporal nexus questions: In addition, the rational nexus test usually requires that there must be a *temporal* connection between when the fee is imposed or collected, and when the agency collecting the fee uses it to provide the public benefits or facilities for which the fee is imposed. (See, e.g. Gov. Code §§ 66001(c) and 66006.)

It is not clear that the TUMF program is depositing, accounting for, and applying the fee revenues collected in a timely manner as required by the Fee Act. If fees are not spent or

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committed to specific projects within the time frames required by the Fee Act, such fees may be subject to claims for refunds by fee payers or their successors.

Credits for prior fee collections? If the TUMF program currently has any previously-collected fee proceeds on deposit which have not already been spent on or committed to specific TUMF improvement programs, those ‘surplus’ or uncommitted fee balances should be shown as a credit going forward.

9

Interest on collected fees? Does the TUMF program disclose its interest earnings on collected, but unspent, fee revenues? Any such interest accruals should be shown as a credit going forward.

10

B. Reasonable “fees” or disguised “taxes”?

The courts have emphasized that these nexus requirements are of constitutional significance, and essential to the validity of any attempt to impose “mitigation fees” of any type. The requirement for demonstration of a reasonable nexus is also one critical distinction between a “fee” from a “tax.” Purported “fees” which exceed the reasonable costs of providing the facilities or services for which they are imposed are properly regarded as “taxes” rather than fees. (*California Farm Bureau Federation v. State Water Resources Control Board* (2011) 51 Cal.4th 421, 428, 435-443.) Therefore, in the review of nexus studies or other justifications for imposing a purported “fee,” this distinction is important. If the charge is not shown to be justified as a fee, then it may be viewed as a disguised “tax” and would be subject to distinct and rigorous voter approval requirements under the California Constitution, as well as other limitations inherent in state law. (E.g., *Weisblat v. City of San Diego* (2009) 176 Cal.App.4th 1022.)

11

C. WRCOG bears the burden of proof to justify its TUMF:

The WRCOG bears the burden of producing evidence to justify its fees, not only as to the amount of the fees but as to their nature and as to their allocation. See, *Shapell Industries v. Governing Board* (1990) 1 Cal.App.4th 218, 235 [emph. added], explaining that “the Board imposing the fee must therefore show that a valid method was used for arriving at the fee in question,” See also, *Home Builders Ass’n of Tulare/Kings Counties v. City of Lemoore* (2010) 185 Cal.App.4th 554, 561:

12

[B]efore imposing a fee under the Mitigation Fee Act, the local agency is charged with determining that the amount of the fee and the need for the public facility are reasonably related to the burden created by the development project. If such a fee is challenged, the local agency has the burden of producing evidence in support of its determination. [Citation.] The local agency must show that a valid

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method was used for determining the fee in question, one that established a reasonable relationship between the fee charged and the burden posed by the development. (*Shapell Industries, supra...*)

4. Questions as to the Nexus Study’s compliance with the Mitigation Fee Act?

The Draft Nexus Study (p. iii) asserts that it “is intended to satisfy the requirements of” the Mitigation Fee Act (Gov. Code §§ 66000- 66008). The Fee Act mandates that an agency seeking to establish fees as a condition of development approval must provide the reasoned analysis, supported by substantial evidence in the record, and must specify determinations regarding the justification for the fees. The Nexus Study itself acknowledges these requirements.

However, questions can be raised here as to whether or not this Nexus Study actually complies with the Fee Act. Those below are not exclusive.

(A) Gov. Code § 66001(a)(2) -- Identification of specific facilities to be funded by TUMF? Gov. Code § 66001(a)(2) requires that the agency establishing fees must “identify the use to which the fee is to be put” and if that intended use is “financing public facilities” then the agency must identify those facilities. While the Draft Nexus Study appears to have a fairly specific list of facilities and improvements that are to be funded by the TUMF, has that list been “finalized” or adopted in a capital improvement plan by the governing board of WRCOG or the participating agencies? WRCOG and its members should demonstrate that adequate and reasonably funding commitments have been secured to cover that portion of the costs of new facilities which cannot lawfully be attributed to “new” development paying TUMF fees.

13

(B) Gov. Code § 66001(b) -- Determination of reasonable costs of facilities? Gov. Code § 66001(b) requires the WRCOG to make certain determinations based on finding a reasonable relationship between the “reasonable costs” of the proposed facilities “attributable to the development on which the fee is imposed,” and the proposed new TUMF fees.

14

(C) Gov. Code § 66000(g) – Existing deficiencies? California law expressly prohibits the calculation or imposition of fees on new development in order to address existing needs or deficiencies. (Gov. Code § 66000(g) [prohibiting fees from including any costs attributable to “existing deficiencies”]; *Bixel Assoc. v. City of Los Angeles* (1989) 216 Cal.App.3d 1208.) It is not clear from my review of the Draft Update as to whether the study sufficiently segregates existing transportation deficiencies and roads operating at below-standard levels from new and improved roadways and facilities due needed as a consequence of new development. Lanes of highway and road surface, and other transportation infrastructure, must generally be built in large bulk units not easily susceptible to nuanced allocation.

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(D) Gov. Code § 66005.1 – Special treatment for transportation impact fees imposed on housing developments meeting transit-oriented criteria? The Nexus Study does not appear to acknowledge this statute, which was added to the Mitigation Fee Act in 2008, and became effective in January 2011. Section 66005.1 specifically applies to any fee imposed “for purposes of mitigating vehicular traffic impacts” – like the TUMF. It requires that for housing developments meeting certain criteria (e.g. located within ½ mile of a transit station), the agency must set the traffic impact fees “at a rate that reflects a lower rate of trip generation” than the rate generally applicable to housing that does not meet those criteria (with some exceptions).

16

Here, by contrast, it appears that the Draft Nexus Study simply sets one rate for single family residential development and another flat rate for multi-family residential development without attempting to provide a lower differential rate for housing developments of either type meeting the criteria of § 66005.1.

5. Other Questions raised by the Draft TUMF Nexus Study - 2016 Update:

a. Cost Estimates:

* Selection of appropriate road segments to be funded by Fee?

17

* Some of the costs may be for improvements in *quality* (not just *capacity* improvements to the existing road facilities - this creates benefits enjoyed by all existing users and should thus be allocated differently. Cf. Gov’t Code § 66001(g).

18

* Costs attributable to building less than 100% of new lanes? (See discussion under item 4(C) above.

19

* The WRCOG cover letter admits that approximately \$300 million of project costs was removed from the Nexus study as a result of prior reviews and public inputs.

* Excessive “contingency” percentages. The cost estimates used in the study appear to include unusually large (excessive?) “contingency” percentages over and above the remaining cost estimates. It would be reasonable to try to ascertain if the Nexus Study is adequately supported by substantial evidence as to these estimates.

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b. Traffic Impacts- Trip Calculations – Use of VMT:

* The Draft Nexus Study points out that this fee analysis, for the first time, is based on use of VMT methodologies, in contrast to previous TUMF Nexus Studies. WRCOG’s cover letter acknowledges that this change in methodology appears to result in allocating a larger percentage of the estimated costs of mitigation projects to “residential” development than under previous approaches.

21

* WRCOG cites no legal authority specifically approving the use of that VMT methodology for the purposes of calculating or allocating transportation impact mitigation fees. While WRCOG notes that VMT analyses are increasingly used in the context of CEQA studies and for measuring project-specific (or program-specific) “impacts” on traffic in that context, that is not the same as attempting to use VMT for the purposes of *allocating* the costs of mitigating traffic/transportation impacts between various sub-sets of users of open-ended public roads and highways. Attempting to rely on VMT in this new Draft Nexus Study for the purpose of allocating the estimated costs of mitigation work therefore should require that WRCOG provide more comprehensive data/evidence supporting the assumptions in the Draft Nexus Study, and should more fully account for VMT from all sources of anticipated increases in traffic impacts using TUMF facilities.

22

* To the extent that VMT is being used, some observations may be made:

Fees should be proportionate to new development’s contribution to the anticipated increase in traffic impacts. “Traffic impact” here is measured as “peak-hour” vehicle-miles of travel, and is the product of peak-hour trips generated per dwelling unit (or per square feet of gross floor area for nonresidential use), the percentage of these trips that are not stopping as part of a longer trip somewhere else (i.e., non-pass-by trips), and a relative index of trip length within the area.

23

* Question as to whether data supports the assumptions about residential units as sources of peak hour trips;

24

* Question as to whether estimates here as to trips per day are properly adjusted for "peak hour" congestion.

25

* Question as to whether the trips attributed to/generated by residential users are properly adjusted for travel at times outside of “peak hour.” Non-peak trips would have less impact -- and create less need for additional improvements and fees. | 26

c. Allocation of Costs?

* Assuming \$3,139M is accurate estimate of total costs of all proposed improvements, the Draft Nexus Study appears to impose all such costs on new private sector development. | 27

* Are there any allocations to “orphan shares” (users who add to impacts and transportation needs but which are exempt from TUMF for policy reasons)? | 28

* Any allocation of costs to *existing* users – other users who benefit from improvements in *quality* of transportation system? | 29

* Any allocation of costs to *exempt or public sector* users or users not otherwise subject to the TUMF fees? | 30

* Any allocation of costs to users of subject road system originating *outside* the TUMF program area? | 31

d. No credits for contributions from other funding sources?

* New State funding -- e.g., SB 132 provides substantial new funding for transportation improvements in Riverside County (\$427 M), and at least some of those funds would be targeted at TUMF projects (e.g., Interstate 5/Limonite Interchange; Hamner Bridge widening; possibly others such as McKinley grade separation and Jurupa Avenue grade separation). Such State contributions should therefore be reflected as credits in the Draft Nexus Study and thus reducing the TUMF project costs to be funded by fees on new development.) | 32

* Other Transportation Funding Sources (feds, regional, local taxes, etc.) | 33

* Although we are informed that approximately \$80 million of proposed projects/facilities were removed from the Draft Study in anticipation of State transportation funding being provided for those projects, it appears that the Draft Study should remove additional projects, or otherwise reflect appropriate credits, | 34

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for additional State transportation funding being provided in the Governor’s recent allocation of SB-1 revenues.

* NOTE: Governor Brown’s new proposal for increased gas taxes and vehicle registration fees to provide more State funding for road improvements... is this addressed in the TUMF Nexus Study?

e. Credits for additional tax revenues/street improvements from new development?

* New development ultimately will be paying property and gasoline taxes, in addition to TUMF fees, that will be used to fund arterial roads. In addition, local jurisdictions in WRCOG will require subdividers and other developments to provide (at developer cost) internal streets and key access road improvements, in addition to roads and highways funded by TUMF.

35

6. CEQA Compliance?

CEQA compliance is an additional issue that should be raised at the appropriate time before the WRCOG considers or adopts any new TUMF requirements, although CEQA is distinct from the “nexus study” requirement addressed in this memo. CEQA provides only limited exemptions for actions establishing fees – and those limited exemptions only apply if the fees are not designed to increase services or expand a system. (Pub. Res. Code § 21080(b)(8); CEQA Guidelines § 15273.) That is not the case here, since the TUMF itself admits that it is largely intended to expand and improve road facilities. Therefore action on the new TUMF fees is not exempt from CEQA (cf., CEQA Guideline § 15273(b).)

36

Actions like those proposed by WRCOG, adopting new TUMF fees to fund capital projects for the expansion of a system or public service, are subject to CEQA, (CEQA Guideline sec. 15273(b). (See also *Calif. Native Plant Society v. County of El Dorado* (2009) 170 Cal.App.4th 1026 [local action establishing ‘mitigation fees’ must undergo CEQA analysis]; *Terminal Plaza Corp. v. City & County of San Francisco* (1986) 177 Cal.App.3d 892 [before adopting a local ordinance that required new development to either replace hotel units being converted to other uses or to pay in-lieu impact fees, city was required to comply with CEQA].)

MEMORANDUM

TO: Bill Blankenship
FROM: George Lenfestey
SUBJECT: 2016 Nexus Study Review
DATE: April 20, 2017
CC:

Proactive Engineering Consultants West (PECW) was asked by the Riverside County Chapter of the BIA to participate in reviewing the WRCOG 2016 NEXUS study up-date of the TUMF Program.

LANE MILE COSTS

The initial review was limited to confirming that the 2016 up-date had made the Lane Mile Network changes recommended by PECW/BIA when we conducted our last review in 2015. The changes we requested in 2015 to WRCOG related to eliminating new lane improvements from the network which already existed physically on the ground. Many of the changes we requested in 2015 were not made with the 2016 up-date. PECW/BIA had several conference calls with WRCOG staff, and ultimately they agreed with over 90% of our recommendations and up-dated their study accordingly, for a total reduction amount of over \$80,000,000.

1

PLANNING ENGINEERING/CONSULTING COSTS

In addition to reviewing the lane mile network changes, PECW and the BIA continue to question WRCOG on the high “percentage of construction” cost numbers for consulting fees for Planning and Engineering. TUMF uses a flat 10% of construction cost for “Planning Consulting Fees” and 25% for “Engineering Consultant Fees”. Both are two times the average regional cost for public works planning and engineering consulting. When questioned about the high numbers (which currently total over \$640,000,000 in the 2016 up-date) WRCOG responded that they are told by the public works directors that 10% for planning and 25% for engineering is needed. If the consulting percentages were reduced to industry standards of 5% for planning and 12% for engineering, the total cost would reduce by more than \$320,000,000.

2

Based on first hand experience with several very complex TUMF road widening projects within the City of Moreno Valley (Cactus, Nason & Kitching), the total planning and engineering fees contracted by public bid were only at 15% of the construction cost. Most TUMF projects are not as involved and as expensive to plan and engineer as these three examples. When applying a flat percentage to construction cost to determine consulting fees, an average construction project should be used- not the most complicated or most straight forward.

In Addition, PECW consulted with a principal at a national engineering company who has worked in the Southern California region for 25 plus years on interchange projects. Below is his breakdown of all the consulting fee required for preliminary and final engineering of a “Type 2” interchange as described by TUMF:

- 1) PSR- \$200,000 plus \$100,000 for Caltrans review
- 2) PR/EIR- \$1,000,000
- 3) Final Engineering- \$3,000,000
- 4) Const. Support- \$200,000

Total- \$4,500,000. TUMF is using 35.0% x \$25,558,000 (construction cost for Type 2 interchange) = \$8,945,300. The actual industry standard cost for planning and engineering interchange improvements are one half of amount stated in the TUMF study.

RIGHT OF WAY COSTS

The last issue PECW was asked to review was the cost to acquire Right of Way (ROW) for the Land Use Category 2. TUMF identifies three separate land use categories within the network. Land use 1 (for developed urban areas), Land Use 2 (developed suburban areas) and Land Use 3 (for undeveloped rural areas). The 2016 up-date increased all three categories, however Land Use 2 increased by 280%. The study calculated the cost to acquire Right of Way by a simple formula: (segment length x number of new lanes x cost per lane mile). The cost for acquiring R/W in Land Use 3 is \$287,000 per lane mile. The cost for acquiring R/W in Land Use 2 is \$2,263,000/lane mile. There are two major flaws with the Nexus study in their calculations for determining cost of Right of Way.

- 1) The study does not make any adjustments for segments where portions of, or all of the Right of Way needed for the new lane construction is already dedicated.
- 2) The study does not make any adjustments for segments where portions of, or all of the Land Use Categories are actually 3 (undeveloped) and not 2 (developed).

There are over 210 road segment on the network with a total Right of Way cost of \$798,781,000 plus a 10% contingency. PECW reviewed 30 of the most expensive road segments within the network which represented approximately \$394,428,000 or approximately 50% of the total cost. Using the County of Riverside’s web site, we were able to verify numerous road segments where all or a portion of the required Right of Way had already been dedicated. Using Google Earth we were able to determine numerous segments where all or a portion of the Land Use 2 (developed) should be revised to Land Use 3 (undeveloped). After making the correction to the calculations the cost for Right of Way reduced from \$398,428,000 to \$133,536,060 (0.335% reduction). If this same percent reduction is applied to the total, the Right of Way cost would reduce from \$798,781,000 to \$267,717,000. With contingency applied, this would reduce the cost for Right of Way acquisition by **\$584,170,000**.



The 30 facilities PECW studied were located throughout the service area of Riverside County including most cities and unincorporated areas and represents approximately 50% of the total cost allocation for right of way acquisition. BIA/PECW recommended to WRCOG that they review and confirm our findings and continue to study in detail the 30 next highest priced facilities which represents an additional cost of \$181,000,000. The top 60 facilities out of the 210 total road way segments represents over \$575,000,000 or approximately 72% of the right of way cost within TUMF network.

To review the 30 road segment referenced in this memo, please click on the link below.

<https://www.dropbox.com/sh/pmiohif5ti8ciym/AABELewVDkYS9g5BzZybu2wDa?dl=0>

April 21, 2017

Western Riverside Council of Governments
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501-3609

Email: gray@wrcog.cog.ca.us

Attention: Christopher J. Gray, Director of Transportation

Reference: Draft 2017 TUMF Nexus Study

Gentlemen,

KWC Engineers has received and reviewed your recent Draft 2017 TUMF Nexus Study. Our firm represents Castle & Cooke who has for the past 15+ years been developing 2,000+ acres in the City of Lake Elsinore within their Alberhill District area. WRCOG major regional transportation projects within the City are important to supporting ongoing development.

In our review of the Nexus Study we have seen how the WRCOG has included TUMF eligible facilities within and adjacent to our Alberhill project, particularly along the Temescal Canyon Road, Lake Street and Nichols Road corridors, along with the I-15 Freeway interchanges at Lake Street and Nichols. In addition, WRCOG has added other additional significant TUMF eligible improvements within Lake Elsinore which bodes well with the emerging development within the City. We understand that City's management and WRCOG have spent significant time selecting projects within the City. Based on the proposed TUMF Study, we have estimated that Castle & Cooke's projects will generate over \$100,000,000 in TUMF revenue to WRCOG. The amount of TUMF eligible improvements is significantly improved over the 2009 Nexus Study. We are in support of those TUMF eligible facilities that are currently proposed in the Draft TUMF 2017 Nexus Study.

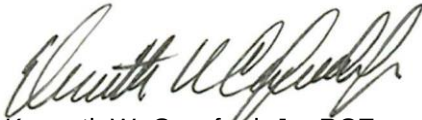
Our other comment of the study is relative to the proposed fee increase, particularly for single and multi-family housing, and commercial development. As always we are concerned when fee increases are required of developers, and in this case the significant increase of \$3.00/SF for the commercial fee will be challenging for those of us developing commercial property. Our suggestion to WRCOG is to consider a phased fee increase over time for all your fee increases.

On behalf of Castle & Cooke, we support the TUMF Nexus Study and we ask for your consideration of our suggestion for the phased fee increase over time.

Should you have any questions, and/or comments, please feel free to contact me directly.

Sincerely,

KWC ENGINEERS



Kenneth W. Crawford, Jr., RCE
President
(951)734.2130 Ext. 204
ken.crawford@kwcengineers.com

cc: Laura Whitaker – Castle & Cooke
Mark Jones – Jones & Beardsley
John Giardinelli – Giardinelli Law Group

Strategically Engineering our Client's Vision



Letter A8

March 15, 2017

Rick Bishop, Executive Director
Christopher Gray, Director of Transportation
Western Riverside Council of Governments
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501-3609

Rick Bishop and Christopher Gray:

NAIOP, the Commercial Real Estate Development Association, is the leading organization of developers, owners, and related professionals in office, industrial, retail and mixed-use real estate. The NAIOP Inland Empire Chapter covers Riverside and San Bernardino Counties. NAIOP members are proud to develop through research, discussion, and exchange of information better standard for the development and operation of industrial and office properties in the Inland Empire.

Our mission is to advance the real estate profession, contribute to the greater community in which we all live and work and positively impact the economic development and improved quality of life throughout the Inland Empire.

As an industry group, we appreciate the effort WRCOG took to involve NAIOP as a stakeholder in your study and decision making process. We understand the need to raise fees from time to time and continue to remember and appreciate WRCOG's willingness to lower fees in difficult economic times. We hope the stakeholder process WRCOG undertook becomes a model for future decision making in the County and we support the newly proposed TUMF fee.

We look forward to working together and are available as a resource, please do not hesitate to contact us and keep us on your distribution list with updates going forward.

Sincerely,

Robert Evans
Executive Director

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Pacific Retail Partners

April 20, 2017

Western Riverside Council of Governments (WRCOG)

4080 Lemon Street, 3rd Floor, MS1032

Riverside, CA 92501-3609

Mr. Christopher Gray, Director of Transportation

RE: Comments to the Draft TUMF Nexus Study (published online on 4/12/17)

Mr. Christopher Gray:

Thank you for the opportunity to respond.

My company, Pacific Retail Partners, is in the shopping center development / brokerage business. We have been active in the Inland Empire since our inception in 1992. We own and operate several shopping centers in Riverside County and have 3 projects currently under construction.

We have had to deal with all the development fee increases over the past 10 years and are now asked to deal with a TUMF increase. While we have paid the current TUMF fee, it has become a greater and greater burden as construction costs (hard and soft) and other city fees have increased while rents remained relatively flat (comparable to rents prior to the recession 2008).

The TUMF calculation for the retail fee has always been confusing for us. We believe it has been inaccurate since inception.

Our concerns regarding the Nexus Study and the TUMF fee program are as follows:

- 1) The methodology does not reflect reality. A Shopping Center is a “follower” of the residential market. Homes are built first (and therefore create the first trip to the new area), then a new Shopping Center becomes viable. Many of the trips to Shopping Centers are simply serving the passer by trips already created by the residential properties.

1

Pacific Retail Partners

Letter
A9
Cont.

- 2) We use the term "Shopping Center" intentionally. A Shopping Center is a mix of "Retail" and "Service". There is a mix of these uses in a Shopping Center. Uses like a drycleaner, hair salon, food establishments, banks, credit unions and dentists all fall under Service. We have been paying a TUMF fee on our Shopping Centers based upon the "Retail" fee structure, while more than 50% of shop space today is not Retail, but rather Service. The county may have been over collecting against Shopping Centers since the inception of TUMF.
- 3) The Shopping Center world is changing rapidly. The internet has become a strong competitor and Shopping Centers will need to reinvent themselves. Paying the largest fee per square foot currently and now being asked to pay the largest increase will severely hurt the industry. Also, we would like to confirm that the new study contemplates all the new "delivery truck" trips from fulfillment centers. These "Delivery Trips" should reduce retail trips.
- 4) We think cities and counties still want retail for the tax dollars. Punishing retail with the largest fee and increase seems counterproductive to this goal. Fees (all fees) for a Shopping Center currently being developed in Riverside County cities is fast approaching \$40/sf. In addition to fees, Shopping Center developers are asked to pay mitigation "fair share" costs for road improvements not covered by a transportation fee or program. These costs are just fees under a different name.

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We would like to meet to discuss the above questions / concerns.

Please provide a copy of this letter to the attached Executive Committee.

Thank you.

Sincerely,



Joe Meyer

Pacific Retail Partners

Cc: Tom Swieca, Fountainhead Development

Executive Committee

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
(951) 955-7985

The Executive Committee is WRCOG's decision-making policy board. The Executive Committee is comprised of elected officials from each of WRCOG's member agencies, and meets monthly to discuss policy issues and consider recommendations from WRCOG's Technical Advisory Committee. The Riverside County Superintendent of Schools is currently an ex-officio member of the Executive Committee.

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CORONA DIVISION

April 28, 2017

Mr. Christopher Gray
Western Riverside Council of Governments
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501

RE: Support for the TUMF Nexus Study

Dear Christopher:

On behalf of the hundreds of employers we work with daily, thank you to WRCOG for your work to update the Transportation Uniform Mitigation Fee (TUMF) program through the completion of the required nexus study.

TUMF is a key part of Riverside County's multi-jurisdictional public-private policy strategy to build great infrastructure and great communities and this nexus study helps keep the program on track for the challenges ahead for developers and communities.

The inclusion in the TUMF program of important funded projects of regional impact and significance, including the westernmost portion of the Cajalco Parkway/Interstate 15 interchange expansion, will help the City of Corona complete this project decades earlier than projected. In addition, by including this project in the nexus study, WRCOG recognizes the importance of completing the entire Cajalco Interchange project on a timeline that nearly matches the I-15 project expansion by RCTC that begins right at Cajalco meaning tens of thousands of commuters from Western Riverside will benefit greatly from the up-to-date infrastructure and reduced traffic.

Jobs and economic development in the Western Riverside County region require great infrastructure like the projects supported in the nexus study and we respectfully request the adoption of the nexus study by WRCOG leadership.

Thank you again for your hard work and we look forward to working with you to complete this great project for Western Riverside County.

Sincerely,

Bobby Spiegel, President | CEO
CORONA Chamber of Commerce
Office 951.737.3350 or Cell 951.733.1836

**Letter
A10**



**Letter
A11**

April 28, 2017

Mr. Christopher Gray
Western Riverside Council of Governments
4080 Lemon Street
Riverside, CA 92501

RE: Support for the TUMF Nexus Study

Dear Christopher:

We are the managing partner for Arantine Hills Holdings, LP, owners of the Arantine Hills project in south Corona, and we would like to thank you and the WRCOG for your diligent efforts to update the Transportation Uniform Mitigation Fee (TUMF) program through the completion of the required nexus study.

TUMF is a key part of Riverside County's multi-jurisdictional public-private policy strategy to build great infrastructure and great communities and this nexus study helps keep the program on track for the challenges ahead for developers and communities.

The inclusion in the TUMF program of important funded projects, including the westernmost portion of the Cajalco Parkway/Interstate 15 interchange expansion, which is fully funded and out to bid currently, will help the City of Corona complete this project up to 20 years earlier than projected, serving tens of thousands of commuters daily throughout Western Riverside County. In addition, by including this project in the nexus study, WRCOG recognizes the importance of completing the entire Cajalco Interchange project on a timeline that nearly matches the I-15 project expansion by RCTC that begins right at Cajalco.

The completion of these two projects on complementary timelines will have an incredibly positive impact on families, commuters, employers, and the entire Western Riverside region and we thoroughly support and urge the adoption of the nexus study by WRCOG leadership.

Thank you again for your hard work and we look forward to working with you to complete this great project for Western Riverside County.

Sincerely,

John Sherwood
Vic President, Community Development
The New Home Company

85 Enterprise, Suite 450, Aliso Viejo, CA 92656 • T 949. 382. 7800 • NWHM.com





May 24, 2017

Mr. Christopher Gray
Western Riverside Council of Governments
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501

RE: Support for the TUMF Nexus Study

Dear Christopher,

On behalf of the hundreds of businesses we work with daily, thank you to WRCOG for your work to update the Transportation Uniform Mitigation Fee (TUMF) program through the completion of the required Nexus Study.

TUMF is a key part of Riverside County's multi-jurisdictional public-private policy strategy to build infrastructure and great communities. This Nexus Study helps keep the program on track for the challenges ahead for developers and communities.

The inclusion in the TUMF program of important funded projects of regional impact and significance, including the I-215 Scott Road interchange, will help the City of Menifee complete this project earlier than projected.

Jobs and economic development in the Western Riverside County Region require great infrastructure like the projects supported in the Nexus Study and we respectfully request the adoption of the study by WRCOG leadership.

Thank you for your hard work. We look forward to working with you to complete this great project for Western Riverside County.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Timothy Dalton", is written over a horizontal line.

Timothy Dalton
Executive Director
Menifee Valley Chamber of Commerce

29737 New Hub Drive, #102 • Menifee, CA 92586
951-672-1991 • www.menifeevalleychamber.com

MEMORANDUM

To: Christopher Gray, Christopher Tzeng, and
Daniel Ramirez-Cornejo, WRCOG

From: Teifion Rice-Evans and Jenny Lin

Subject: Peer Review of the Transportation Uniform Mitigation Fee
(TUMF) Nexus Study 2016 Update Final Report: DRAFT
February 28, 2017; EPS #151155

Date: April 12, 2017

The Economics of Land Use



Economic & Planning Systems, Inc. (EPS) was asked by WRCOG to conduct a peer review of the TUMF Nexus Study 2016 Update prepared by Parsons Brinckerhoff and dated February 28, 2017 (Nexus Study Update). The overall purpose of this Peer Review is to indicate whether the Nexus Study Update provides a reasonable approach to establishing the necessary nexus as defined by the requirements in the Mitigation Fee Act (also known as Government Code 66000 et seq. and AB1600). EPS is a land use economics and public finance consulting firm that frequently prepares nexus studies for California public agencies and reviews them for different stakeholders. Our peer review and comments are based on that expertise and experience.

Our overall finding is that the Nexus Study Update follows a reasonable methodology, makes the necessary Mitigation Fee Act findings, includes accurate calculations, and establishes a reasonable maximum, updated TUMF fee.

In implementing the program, it will be important for WRCOG to ensure that the non-fee funding required for the portion of costs that cannot or will not be covered by the TUMF fee are obtained and allocated.¹ This is the funding required for the unfunded existing needs/deficiencies identified in the Nexus Study Update as well as the funding required to backfill any fee exemptions (e.g., government buildings), discounts (e.g., Class A/B Office), unique trip characteristics (e.g., high-cube warehouses, fuel filling stations, wineries etc.), and fee adjustment phase-ins (as being proposed).

¹ The Nexus Study Update notes on page 8 that: "The available alternative funding sources were reviewed as part of the Nexus update, specifically including the completion of a detailed review of available federal, state, and local funding sources administered by the RCTC".

Economic & Planning Systems, Inc.
One Kaiser Plaza, Suite 1410
Oakland, CA 94612-3604
510.841.9190 tel
510.740.2080 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

This Peer Review memorandum is divided into several sections, corresponding with components considered critical by EPS to any nexus study update: (1) appropriate consideration of/adjustments for the complexities of fee updates (relative to initial fee establishment); (2) Mitigation Fee Act findings rationale/narrative; and (3) technical analysis from the perspectives of consistency with the rationale, reasonableness of technical decisions, and calculation accuracy.

It is critical to note that **this Peer Review does not**: (1) review the source data of assumptions (e.g., ITE trip generation manual, SCAG 2016 RTP forecasts, among many others); (2) review the transportation project lists or unit cost assumptions; or (3) evaluate the transportation model, modelling, or standards applied.² These items are all beyond the scope of this Peer Review.

Fee Update Complexities

The unique challenge in conducting fee updates is to ensure that there are no conflicts/issues between the original/prior fee study and the new fee study. Some of these conflicts can be avoided by a well-established initial fee program where appropriate flexibility is included in the implementing documents (e.g., Nexus Study and Ordinance) to allow for adjustments to project lists and other key inputs. The other key issue is to ensure an appropriate accounting for the collection of TUMF revenues (and their use/application) under the prior fee schedule/nexus study and the updated nexus study. Based on conversations with WRCOG staff, it is our understanding that (1) the overall TUMF Program provides the flexibility to refine program parameters over time (for example, allowing for changes in the transportation improvement project list as has occurred in the TUMF Nexus Study Update), and (2) reviews have been conducted that indicate the TUMF revenues expended to date have been appropriately used and that any remaining fee balances have been accounted for in the TUMF Nexus Study Update to avoid double-charging development for the same capital improvements.

Mitigation Fee Act Findings

Development impact fees, such as the TUMF, are adopted under the Mitigation Fee Act which requires an appropriate “nexus” between new development and the proposed capital improvements. The TUMF Nexus Study Update provides the rationale for its nexus and the support for the necessary nexus findings throughout the Nexus Study Update. The most direct summary of the overall rationale is provided in *Section 5.1* (pages 53/43) of the TUMF Nexus Study Update. The technical mechanics and assumptions associated with the nexus rationale and findings are covered in more detail in the subsequent Technical Analysis section. This section summarizes the TUMF Nexus Study Update nexus rationale for five of the key requirements outlined in the Mitigation Fee Act (the bolded portion of points below are from the Mitigation Fee Act and are followed by a summary of the TUMF Nexus Study Update's rationales/responses):

- 1. Purpose: Identify the purpose of the fee.** The purpose of the updated TUMF fee is to alleviate future congestion caused by new development and to provide adequate mobility to transit-dependent travelers.

² Where the source or derivation of key assumptions was unclear, the Peer Review does point this out.

2. **Use: Identify the use to which the fee is to be put.** The TUMF revenues will be used to fund capacity improvements/enhancements to the arterial roadway system as well as improvements to the public transit system. Arterial system improvements could include new or realigned roads, additional lanes on existing roads, new or expanded bridges, new or upgraded interchanges, or grade separation of at-grade crossings.
3. **Relationship: Determine how there is a reasonable relationship between the fee's use and the type of development on which the fee is imposed.** The expected significant growth in residential and nonresidential development in Western Riverside County will result in increasing congestion on arterial roadways. A reasonable level of mobility (as supported by transportation system improvements) is required by new households and businesses occupying new residential and nonresidential development. The use of the TUMF fees is specifically designed to mitigate the cumulative regional impacts of this new development moderating congestion levels for new development. The technical analysis (as discussed further below) uses transportation modelling analysis to identify existing transportation needs/deficiencies to ensure the TUMF fee revenues are not used to fund improvements whose need is unrelated to new development.
4. **Need: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.** As noted above, the expected significant growth in residential and nonresidential development in Western Riverside County will result in increasing congestion on arterial roadways. Without improvements to the transportation system, congestion will increase and travelers will experience worsening travel conditions with slow travel speeds and lengthy delays. All capital improvements (including roadway improvements and public transportation) were selected to serve inter-community travel and thereby alleviate congestion. The transportation model analysis indicated that the completion of the proposed improvements would improve regional mobility (including a 13 percent reduction in total peak period vehicle hours of travel, a 34 percent reduction in peak period hours of delay, and a 16 percent reduction in the share of traffic experiencing congestion in the peak periods).
5. **Proportionality: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.** As discussed in more detail in the subsequent section, the Updated Nexus Study establishes the relationship between the costs attributable to new development and different types of new development/land use by (1) continuing the distinctions between broad land use categories (single-family residential, multifamily residential, industrial, retail, service, and government buildings/public); (2) allocating costs based on transportation generation/demand characteristics (e.g., Vehicle Miles Traveled (VMT), trip generation rates, and service population (for transit improvements); and (3) allocating only the costs of improvements (or portions of improvements) that are associated with new development (i.e., do not address existing needs/deficiencies).

Technical Analysis

The TUMF Nexus Study Update Final Report (Draft February 28, 2016) represents the latest version of the TUMF Nexus Study Update. Prior drafts have been issued, reviewed, and critiqued, and the latest TUMF Nexus Study Update has made a number of refinements since the last formal draft (Draft 2015 Nexus Study). It is our understanding that some of these

refinements include incorporation of more current information (e.g., the 2016 SCAG RTP growth forecasts); others include important adjustments (e.g., removal of completed transportation projects from the project list); and others are the result of efforts by Western Riverside County jurisdiction policy-makers, WRCOG staff, and their consultants to ensure that only key transportation improvement projects are included in the transportation project list (and associated fee calculation).

Because of the regional nature of the TUMF Program and the large number of jurisdictions and subareas involved, the TUMF Nexus Study requires even more steps than the typical (and already often complicated) transportation impact fee analysis for a single jurisdiction. As noted above, additional complexities are added when updating fee programs compared to their initial establishment. *Figure 1.1, page 5*, in the Nexus Study Update provides a good overview flowchart of the large number of technical steps followed by a step-by-step discussion

In order to review the accuracy of the technical calculations and highlight the key assumptions/methodologies employed, EPS developed a tableset that replicates the core dynamics/assumptions of the updated TUMF fee calculations and reviewed the descriptions/explanations included in the TUMF Nexus Study Update. This review and tableset supported the evaluation of the technical accuracy of the calculations and the consistency between the study narrative and calculations and the identification of critical assumptions and sources. It should be noted, that the tableset does not replicate all the calculations/components of the Nexus Study Update. It also should be noted that for rounding reasons, some of the numbers reports in the EPS tableset are slightly different from those in the Nexus Study Update.

The key components of the TUMF technical analysis that were evaluated and highlighted are described below with reference to the TUMF fee calculation summary tableset (**Tables 1 through 9** below).

Total TUMF Network Capital Improvement Costs

The TUMF Nexus Study Update notes that the identified TUMF network includes transportation improvements that serve inter-community travel and that will require future improvement to alleviate congestion. Once all TUMF projects completed by the end of 2015 were removed, the total cost of the TUMF network transportation improvements summed to **\$3.74 billion**, as shown in **Table 1**. This includes three primary components:

- Arterial Highway/Street Improvements total **\$3.54 billion** (excluding habitat mitigation costs) and represent about 94.5 percent of the total TUMF network transportation improvement costs. Cost detail is provided for all the transportation improvement projects in the Nexus Update Study.
- Transit improvement total **\$153.2 million** and represent 4.1 percent of the total TUMF network transportation improvement costs. The Nexus Study Update identifies the proposed transit improvements and provides the associated cost estimates.
- The total contribution through the MSHCP for TUMF project environmental impacts is assumed to be **\$46.9 million** or 1.3 percent of the total TUMF network transportation improvement costs. Environmental mitigation costs would be incorporated into the individual project cost without the regional Western Riverside Conservation MSHCP. The Nexus Study

Update cites MSHCP documents, though the derivation of this mitigation contribution amount is not provided.³

Table 1 Transportation Cost Estimates – Gross and Net

Item	All Transportation Improvement Costs (including mitigation)	Arterial Highway/ Street Improvements	Transit Improvements	Habitat Mitigation (MSHCP)
Gross Project List Cost	\$3,740,314,000	\$3,540,337,000	\$153,120,000	\$46,857,000
<i>minus</i> Obligated/ Dedicated Funds (for existing needs and new needs)	\$209,933,500	\$209,933,500	\$0	\$0
<i>minus</i> Unfunded Existing Needs/ Existing Deficiencies	\$510,274,500	\$447,586,500	\$60,481,000	\$2,207,000
Net Project List Costs	\$3,020,106,000	\$2,882,817,000	\$92,639,000	\$44,650,000

Source: TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckerhoff; EPS.

Existing Transportation Needs and Funding

The TUMF fee cannot pay for existing deficiencies in the transportation improvement network or pay for improvements (or portions of improvements) that are already funded. Once existing deficiencies/needs and funding were removed, the net cost of the TUMF network transportation improvements was **\$3.02 billion**, including \$2.88 billion for arterial highway/street improvements and \$92.6 million for transit improvements (see **Table 1**). The adjustments shown are as follows:

- The Nexus Study Update consultants worked with the relevant public agencies to determine that **\$209.9 million** was already allocated towards TUMF network arterial highway/street improvements.
- The Nexus Study Update used the transportation model to determine where new TUMF transportation projects would help resolve existing needs in the network and where the improvements would only be required to accommodate new development. In sum, **\$447.6 million** in TUMF unfunded project improvement costs were associated with existing needs in the arterial highway/street improvement projects (about 12.5 percent of total highway/street improvement costs).
- The TUMF transit improvement costs were also allocated between existing needs and future needs. The allocation to existing needs/demand was tied to the estimated share of future transit trips from existing development, about 39.5 percent of future transit trips. This represented about **\$60.5 million** of the TUMF transit improvement costs.

³ The Nexus Update Study notes that MSHCP-related studies indicated pre-MSHCP historical level of an additional 3 to 5 percent in transportation project costs to mitigate for environmental impacts. The MSHCP mitigation fee nexus study assumes a 5 percent of project cost payment to support MSHCP implementation.

TUMF Fee Eligible Costs

Table 2 estimates the total TUMF fee eligible program costs; i.e., the total (maximum) costs that could be funded by the TUMF fees. As indicated, the full net cost of \$3.02 billion for the TUMF network improvements are included. While existing development will use the new transportation improvements, because existing deficiencies are accounted for (see above), the Nexus Study Update allocates the remaining net costs to new development. In other words, the additional new capacity improvements (once existing deficiencies have been netted out) and the identified net costs are only required due to new development and would not be undertaken “but for” new development.

In addition, consistent with other development impact fee programs throughout California, the various costs of administering the TUMF program can be included. The Nexus Update Study indicates a TUMF administrative cost of \$119.0 million. This represents an addition of 3.9 percent above the net TUMF project costs; this is generally consistent with other development impact fee programs. Adding in the administrative costs, the total TUMF fee funding eligible cost is **\$3.14 billion**.

Table 2 TUMF Eligible Costs

Item	Cost/ Assum.
Net Project Cost (after existing need/ dedicated funding)	\$3,020,106,000
Allocated to TUMF	100%
TUMF Project Costs	\$3,020,106,000
TUMF Administrative %	3.9%
TUMF Administrative Costs	\$119,018,240
Total TUMF Eligible Fee Program Costs (inc. Administrative Costs)	\$3,139,124,240

Source: TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckerhoff; EPS.

Development Forecast

The amount and type of new development is a critical driver of the need for new transportation improvements as well as different types of transportation demands/needs generated. The development forecast is a critical component of most development impact fee calculations. The Nexus Study Update uses the latest growth and development forecasts for Western Riverside County, the SCAG 2016 RTP forecasts. There are other sources of forecasts for growth and

development in Western Riverside County, though the Nexus Study Update considers these forecasts to be the best available.

Table 3 summarizes the forecasts for new residential units (households/housing) and new jobs. As shown, a total of about **250,000 new housing units** are forecast to be developed between 2012 and 2040, representing an annual average growth of about 8,900 each year and an overall growth of 48 percent over this period. The residential growth is forecast to be about 70 percent single-family development and 30 percent multifamily development, consistent with the existing distribution.

The forecasts for job growth are higher and include a total of about **401,000 new jobs** between 2012 and 2040, representing an annual average growth of about 14,300 jobs each year and an overall growth of 87 percent over this period. The amount and pace of job growth was highest in the service sector at 275,000 new jobs representing almost 70 percent of the new job growth and more than doubling of the existing number of service jobs. The second highest growth is forecast for the industrial sector with over 80,000 new jobs between 2012 and 2040, a two-thirds increase in the current number of industrial jobs.

Table 3 Western Riverside County Growth Forecast

Item	2012	2040	2012-2040 Change *		
			Absolute	Ann. Avg.	% Inc.
Residential (Units)					
Single Family	366,588	539,631	173,043	6,180	47%
Multi Family	<u>158,561</u>	<u>235,600</u>	<u>77,039</u>	<u>2,751</u>	<u>49%</u>
Total Residential	525,149	775,231	250,082	8,932	48%
Nonresidential (Jobs)					
Industrial	120,736	201,328	80,592	2,878	67%
Retail	65,888	101,729	35,841	1,280	54%
Service	253,372	528,092	274,720	9,811	108%
Government/ Public	<u>20,791</u>	<u>30,306</u>	<u>9,515</u>	<u>340</u>	<u>46%</u>
Total Nonresidential	460,787	861,455	400,668	14,310	87%

* Columns include absolute growth, average annual growth, and overall percentage growth.

Source: SCAG RTP 2016 Forecasts; TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckerhoff; EPS.

Cost Allocations between Residential and Nonresidential Development

A critical determinant of the transportation impact fees is the methodology used to allocate costs between residential and nonresidential development and, as discussed below, between different residential uses and different types of nonresidential land uses. A number of transportation impact fee studies use a trip generation rate approach to allocating costs between residential and nonresidential land uses and to land uses within each of these broader categories.

The Nexus Study Update, instead, uses a combined Trip Purpose and VMT approach to allocations between residential and nonresidential land uses. The shift in focus to VMT is driven by the emphasis on VMT by SB 643. Standardized information on typical VMT is not, however,

currently available for individual land uses (e.g., multifamily development, industrial development etc.) so trip generation rates were still used to allocate between different residential land uses and different nonresidential land uses.

More important than the choice to use VMT rather than trip generation rates for this broader cost allocation is the focus on Trip Purpose and the associated approach to allocating the VMT associated with each trip purpose between residential and nonresidential uses. Specifically, the Nexus Study Update assumes that the vehicle miles travelled associated with trips that have “home” as their origination or destination should be considered as being driven by residential development. The remaining vehicle miles travelled associated with trips between non-home locations (e.g., between work and retail or from service to service) are all considered as being driven by nonresidential development. This is consistent with the Trip Purpose allocations in the prior Nexus Studies (where trip production was used as the base metric rather than VMT).

The Nexus Study Update indicates that the rationale behind this approach to allocating all “home-based” VMT to residential development was based on the NCHRP Report #187 Quick Response Urban Travel Estimation Techniques and Transferable Parameters User’s Guide (Transportation Research Board, 1978). In particular, it cites the following from Chapter 2 of this report: “HBW (Home Based Work) and HBNW (Home Based Non-Work Trips) are generated at the households, whereas the NHB (Non-Home Based) trips are generated elsewhere”.

As shown in **Table 4**, of the new peak period VMT growth associated with new development of 4.7 million miles, about **71 percent** are associated with “home-based” trips and **29 percent** are associated with non-home related trips. As a result, the total TUMF fee eligible costs of about \$3.14 billion were allocated using these same proportions as follows: **\$2.2 billion to new residential development** and **\$910 million to nonresidential development**.

Table 4 TUMF Cost Allocation between Residential and Nonresidential

Item	VMT/ Cost	%
New Peak Period VMT Growth by Trip Purpose		
Home-Based Trip VMT	3,330,462	71.0%
Non-Home Related Trip VMT	<u>1,359,143</u>	<u>29.0%</u>
Total VMT Growth	4,689,605	100.0%
Allocation of TUMF Fee Program Costs		
New Residential Development	\$2,229,342,129	71.0%
New Nonresidential Development	<u>\$909,782,111</u>	<u>29.0%</u>
Total Fee Program Costs	\$3,139,124,240	100.0%

Source: RivTAM; TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckeroff; EPS.

Additional Cost Allocation and Fee Calculations

The allocations between different types of residential development and different types of nonresidential and the associated fee calculations were then conducted using the more common trip generation rate basis.

As shown in **Table 5**, the Nexus Study Update used the trip generation rates from the ITE Manual (the 2012 version was used) for single-family and multifamily development along with the forecast number of units to determine the appropriate allocation of the \$2.2 billion in TUMF fee-eligible project improvement costs associated with residential development. This resulted in an allocation of \$1.73 billion in costs to single-family development (77.5 percent) and \$501 million in costs to multifamily development (22.5 percent). This then translates into updated, maximum residential TUMF fees of about **\$9,985 per single-family unit** and about **\$6,500 per multifamily unit**.

Table 5 TUMF Fee Calculation - Residential Uses

Item	New Dwelling Units	Trip Generation (per unit)	Total Trips	%	Cost Allocation	TUMF Fee
Single Family Development	173,043	9.52	1,647,369	77.5%	\$1,728,249,708	\$9,987.40 per unit
Multi Family Development	<u>77,039</u>	6.2	<u>477,642</u>	<u>22.5%</u>	<u>\$501,092,421</u>	\$6,504.40 per unit
Total	250,082		2,125,011	100.0%	\$2,229,342,129	na

Source: ITE Trip Generation Manual (2012); TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckerhoff; EPS.

The approach for nonresidential development requires a similar analysis, though with one additional step. Because the growth forecasts by industry sector were expressed in jobs, the Nexus Study Update had to convert jobs by sector into a measure of new development (gross building square feet). The Nexus Study Update provides estimates of the new gross building square feet required to accommodate the forecasted jobs, including about 105 million square feet for service sector jobs, 64.7 million for industrial sector jobs, 17.9 million square feet for retail sector jobs, and a smaller number for government/public sector jobs (see **Table 5**). This implies square feet per job requirements ranging from 283 square feet per government/public sector job to 803 square feet per industrial job. The Nexus Study Update indicates that the relationship between new jobs and new gross building space required was derived from a range of Southern California studies over the last twenty five years.

As shown in **Table 6**, the trip generation rates from the ITE manual were applied to jobs forecasts for each industry sector to determine the distribution of overall trip generation from each sector. This distribution was then applied to the \$910 million allocation of TUMF fee-eligible project improvement costs to nonresidential development as a whole and divided by the respective gross building square feet by sector to derive the maximum nonresidential TUMF fees. As shown, the maximum nonresidential TUMF fees include about **\$1.90 per gross building square foot of industrial**, about **\$13.00 per gross building square foot of retail**, about **\$4.85 per gross building square foot of service**, and about **\$17.00 per square foot of government / public building**.

Table 6 TUMF Fee Calculation – Nonresidential Uses

Item	Net New Job Growth	Avg Sq. Ft per New Job	New Gross Building Sq. Ft.	Trip Generation (per employee)	Total Trips	%	Cost Allocation	TUMF Fee
Industrial	80,592	803	64,710,138	3.75	302,220	13.4%	\$121,621,598	\$1.88 per sq. ft.
Retail	35,841	500	17,920,500	16.20	580,624	25.7%	\$233,659,067	\$13.04 per sq. ft.
Service	274,720	383	105,211,915	4.60	1,263,712	55.9%	\$508,552,290	\$4.83 per sq. ft.
Government/ Public	<u>9,515</u>	283	<u>2,696,349</u>	12.00	<u>114,180</u>	<u>5.1%</u>	<u>\$45,949,156</u>	\$17.04 per sq. ft.
Total	400,668		190,538,902		2,260,736	100%	\$909,782,111	na

Source: ITE Trip Generation Manual (2012); Various Southern California Land Use Density Documents; TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckerhoff; EPS.

Summary of TUMF Program

Tables 7, 8, and 9 provide some additional summary tables reflecting the Nexus Update Study. **Table 7** shows the updated TUMF fee schedule and applies it to development forecast. As shown, the total TUMF revenue (in 2016 dollars) that would be generated under the updated fee schedule is **\$3.09 billion**, below the \$3.14 billion TUMF eligible cost as public buildings are exempted from the fee program.

Table 7 Updated TUMF Maximum Fee and Revenue Generation Summary

Item	New Development	TUMF Fee	Fee Revenue Estimate	
Residential				
Single Family	173,043 units	\$9,987 per unit	\$1,728,249,708	56%
Multi Family	<u>77,039</u> units	\$6,504 per unit	<u>\$501,092,421</u>	<u>16%</u>
Total Residential	250,082 units		\$2,229,342,129	72%
Nonresidential				
Industrial	64,710,138 sq. ft.	\$1.88 per sq. ft.	\$121,621,598	4%
Retail	17,920,500 sq. ft.	\$13.04 per sq. ft.	\$233,659,067	8%
Service	105,211,915 sq. ft.	\$4.83 per sq. ft.	\$508,552,290	16%
Government/ Public	<u>2,696,349</u> sq. ft.	\$17.04 per sq. ft.	Not Applicable	
Total Nonresidential	190,538,902 sq. ft.		\$863,832,955	28%
Total Fee Revenue (2017\$)			\$3,093,175,084	100%

Source: TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckerhoff; EPS.

Table 8 provides an overall summary of the transportation improvement costs considered in the Nexus Study Update, the maximum expected revenues from the updated TUMF program, and the funding that will be required from other sources. As shown, the transportation improvement and TUMF program administration costs total about \$3.86 billion. Under the updated maximum TUMF fees, the maximum fee revenues sum to \$3.09 billion. The remaining \$766 million in funding includes about \$210 million in obligated funding and an additional \$556 million from other sources. These other sources are expected to include State, federal, Measure A, and local funding sources. As discussed earlier in this memorandum, additional fee adjustments, exemptions, and phase-ins will reduce the revenue from the TUMF fees and increase the funding need from other sources.

Table 8 TUMF Program – Sources and Uses

Item	Amount
USES	
Total Project Costs	\$3,740,314,000
TUMF Program Administration	\$119,018,240
Total Costs/ Uses	\$3,859,332,240
SOURCES	
TUMF Revenues *	\$3,093,175,084
Obligated/ Dedicated Funds	\$209,933,500
Non-Fee Funding Required *	\$556,223,656
Existing Deficiency Component	\$510,274,500
Public/ Gov. Building Component	\$45,949,156
Total Revenues/ Sources	\$3,859,332,240

* Due to the proposed fee increase phase-in and other reasons, the level of non-fee funding would likely be higher and the TUMF revenues lower.

Source: TUMF Nexus Study 2016 Update (DRAFT February 28, 2017)

- Parsons Brinckerhoff; EPS.

Finally, **Table 9** shows the updated, maximum TUMF fee alongside the current TUMF fees. As shown, the fee changes are lowest for multifamily development at 4 percent, next lowest for industrial development at 9 percent, single-family development at 13 percent, and services at 15 percent, and highest for retail development at 24 percent.

Table 9 Potential Change in TUMF Fees

Item	New Metric	TUMF Current (2009 Adoption)	TUMF Updated (2016 Update)	% Change
Residential				
Single-Family	per unit	\$8,873	\$9,987	13%
Multifamily	per unit	\$6,231	\$6,504	4%
Nonresidential				
Industrial	per sq. ft.	\$1.73	\$1.88	9%
Retail	per sq. ft.	\$10.49	\$13.04	24%
Service	per sq. ft.	\$4.19	\$4.83	15%

Source: WRCOG; TUMF Nexus Study 2016 Update (DRAFT February 28, 2017) - Parsons Brinckerhoff; EPS.

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Item 5.A

Transportation Uniform Mitigation
Fee (TUMF) Nexus Study Update

Attachment 2

Draft TUMF Nexus Study response
to comments

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Master Responses

- Response MR-1: The purpose of the Nexus Study is to substantiate the maximum allowable TUMF fee for each land use to mitigate the impacts of new growth, which must be approved by the WRCOG Executive Committee. Implementation decisions such as detailed phase in options, are made subsequent to the adoption of the Nexus Study. Any information regarding phasing is not be included in the Nexus Study as any decisions on phasing are subject to change when the Executive Committee approves the Nexus Study. The cover memorandum which WRCOG prepared for the Draft Nexus Study outlined many of these programmatic issues. In September 2016, the WRCOG Executive Committee formed an Ad Hoc Committee to review the Nexus Study components and identify a preferred option to finalize the study. The Ad Hoc Committee recommended that the various WRCOG Committees (including the Public Works Committee, the Technical Advisory Committee, the Administration & Finance Committee, and ultimately the Executive Committee) consider a 2-year freeze and subsequent 2-year phase in for the proposed maximum retail fee, plus a 2-year single-family residential phase-in option for implementation. When the Nexus Study is brought forward for action by the various WRCOG Committees, WRCOG Staff will also be presenting any recommended phasing proposals for consideration at that time as well.
- Response MR-2: The Draft TUMF Nexus Study supersedes the previous Draft 2015 TUMF Nexus Study and incorporates significant changes and revisions including, but not limited to the following: 1) The socio-economic data has been revised to incorporate the latest growth projections from the Southern California Association of Governments (SCAG) 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS); 2) WRCOG staff, consultants, and member agency staff completed an extensive exercise to review all of the transportation projects in the Nexus Study, which resulted in the removal of approximately \$300 million in projects based on completed projects and projects which did not meet the criteria for inclusion in the Nexus Study; 3) The Nexus Study has been revised to include funding for future projects in the City of Beaumont, which has agreed to rejoin the TUMF Program once WRCOG approves an updated Nexus Study; 4) Many of the technical items in the Nexus Study have been updated, including data on employees per square feet and the unit cost assumptions for the facilities included in the Program. The unit cost assumptions are the basis for the TUMF Network cost; 5) This Nexus Study also incorporates the use of Vehicle Miles Traveled (VMT) as an element of the fee calculation process, which is a new approach in the TUMF Program and consistent with implementation of SB 743.



2016 TUMF Nexus Study Response to Comments

- Response MR-3: WRCOG staff prepared and distributed responses to all comments received on the 2015 Nexus Study. These responses were made available on the WRCOG Website and distributed. The WRCOG Committees received notification including the Public Works Committee and Executive Committee on January 14, 2016 and February 1, 2016 respectively. The main conclusion of these responses to comments was the need to comprehensively update the Nexus Study in many key areas including the demographic forecasts, the unit costs, the roadway network, and other underlying data in the Nexus Study. Since the 2015 Nexus Study was never approved by the Executive Committee and the 2017 Nexus Study is a new document, WRCOG did not consider it necessary to demonstrate how all of the comments were addressed in the 2017 Nexus Study.
- Response MR-4: The Nexus Study uses updated unit cost assumptions which were developed by the TUMF Nexus Study Consultant (PB) in consultation with WRCOG staff. These unit costs were provided to the Public Works Committee which approved those unit costs for use in the Nexus Study on May 12, 2016. Therefore, no updates will be made to the unit costs as these costs were previously approved. Any changes to the unit costs or unit cost assumptions would require WRCOG to revisit the issue with the Public Works Committee, which would unnecessarily delay the Nexus Study.
- Response MR-5: The purpose of the Draft Nexus Study is to substantiate the maximum allowable TUMF fee for each land use, which must be approved by WRCOG Executive Committee. Implementation decisions such as detailed fee calculations or phasing, are made subsequent to the adoption of the Nexus Study. Any information regarding phasing should not be included in the Nexus Study as any decisions on phasing are subject to change when the Executive Committee approves the Nexus Study. The cover memorandum which WRCOG prepared for the 2017 Nexus Study outlined many of these programmatic issues and provided further information about these topics.
- Response MR-6: As part of the Nexus Study update, WRCOG engaged in a comprehensive review of the network by taking multiple approaches. First, WRCOG engaged the services of WG Zimmerman Engineering to review the status of facilities in the Nexus Study, particularly those whom commenters had indicated were complete or partially complete but were funded through the Nexus Study. Second, WRCOG conducted a detailed review of each facility to verify that it met the criteria outlined in the Administrative Plan and Nexus Study for inclusion in the Program. Third, WRCOG allowed each jurisdiction to submit additional requests for projects to be included in the TUMF Network. At the conclusion of this process, WRCOG distributed these project lists to individual jurisdictions and then made further edits as necessary. The proposed network was then distributed to the Public Works Committee and the Executive Committee for their approval which occurred December 8, 2016 and January 9, 2017, respectively. Each WRCOG member jurisdiction had an opportunity to provide comments on the TUMF



2016 TUMF Nexus Study Response to Comments

Network throughout this process and no further changes to the network will be forthcoming. The only possible network edits will be to remove any completed or partially completed projects based on a review of existing conditions for each roadway in question.

Response MR-7:

WRCOG understands that various parties such as our member agencies and developers may be concerned about the status of existing agreements involving TUMF facilities. WRCOG would like to remind everyone that Credit Agreements and Reimbursement Agreements are contracts between the various parties. For example, a TUMF Reimbursement Agreement is a legally binding contract between WRCOG and a member jurisdiction. Reimbursement and Credit Agreements are not invalidated with the adoption of a new Nexus Study. Therefore, all of the City's current Reimbursement Agreements will be honored at their current levels regardless of the project status in the 2017 Nexus Study. The April 13, 2017 Public Works Committee meeting included an agenda item where WRCOG formally notified all of its member jurisdictions of the status of these agreements.



LETTER A1
City of Calimesa
Bonnie Johnson, City Manager
April 20, 2017

Response A1-1: WRCOG appreciates the letter of support and looks forward to working with the City of Calimesa as we move forward with the Nexus Study Update. Also, please see MR-1 regarding phasing.



LETTER A2

City of Moreno Valley

Ahmad Ansari, Public Works Director/City Engineer

April 20, 2017

- Response A2-1: Please see MR-3.
- Response A2-2: WRCOG has received several requests regarding a fee reduction for senior housing developments. Currently there is an exemption in the Program for low income/affordable housing. WRCOG has notified the Public Works/Planning Directors Committees that the senior housing component will be addressed through an update to the TUMF Calculation Handbook. The TUMF Calculation Handbook addressed specific categories of developments with unique trip generating characteristics (fueling stations/wineries/high cube warehouses) and senior housing developments will be added as a component in the coming months. WRCOG Staff presented an approach to address this issue to the Public Works and Planning Directors' Committees on May 11, 2017.
- Response A2-3: Please see MR-5.
- Response A2-4: Cities will not be responsible for any reduction in fees associated with phasing. If any phasing is implemented, WRCOG will identify mechanisms within the existing plan to account for the loss in fees.
- Response A2-5: Please see MR-7.
- Response A2-6: Please see MR-6. That information is provided in Exhibit H-2 of the Nexus Study contain the values of obligated funding and existing need. Staff reviewed SCAG's draft 2017 Federal Transportation Improvement Program (FTIP) to determine additional obligated funding that can potentially be removed from the TUMF Network (Staff provided an item to the PWC in August 2016).
- Response A2-7: Please see MR-6.
- Response A2-8: Please see MR-6. Perris Boulevard/SR-60 Interchange is included in the TUMF Network; the existing need calculation on the interchange determined that the facility is operating at a deficient level in the base year and improvements cannot be attributed to new growth consistent with the requirements of AB 1600.
- Response A2-9: Please see MR-3.
- Response A2-10: Please see MR-6. The City requested that the Moreno Beach Drive/SR-60 Interchange be reviewed for potential inclusion in the TUMF Network in 2016. WRCOG included improvements to the overcrossing (bridge component) of the interchange as WRCOG previously provided the City with \$12 million in funding for improvements to other areas of the interchange.



2016 TUMF Nexus Study Response to Comments

Response A2-11:	Please see MR-6.
Response A2-12:	Please see MR-7.
Response A2-13:	Please see MR-7.
Response A2-14:	Please see MR-6. WRCOG did not receive a request from the City during the 2017 TIP Update to add funding for this project.
Response A2-15:	Please see MR-6. Facilities that have differing Max TUMF Share from the Total Cost have been adjusted to reflect these existing need deficiencies and/or obligated funding. Exhibit H-2 of the Draft TUMF Nexus Study contains the amounts of existing need and/or obligated funding for specific facilities.
Response A2-16:	Please see MR-3.
Response A2-17:	Please see MR-6.
Response A2-18:	Please see MR-5.
Response A2-19:	Staff will make this correction.
Response A2-20:	Please see MR-4.
Response A2-21:	Please see MR-4.
Response A2-22:	Please see MR-4. The lighting shown on the master unit cost summary is for traffic signal lighting.
Response A2-23:	Please see MR-4.
Response A2-24:	Please see MR-3.
Response A2-25:	Please see MR-3.
Response A2-26:	Please see MR-6. Staff reviewed SCAG's draft 2017 Federal Transportation Improvement Program (FTIP) to determine additional obligated funding that can potentially be removed from the TUMF Network (Staff provided an item to the PWC in August 2016). Exhibit H-1 reflects figures in the FTIP, which show \$17.9M for the Project.
Response A2-27:	Please see MR-6.
Response A2-28:	Please see MR-4.
Response A2-29:	Please see MR-6.
Response A2-30:	The Exhibits included in the TUMF Network contain disclaimers that the projects sites are subject to change/updates based on the latest information derived from each member agency. "Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes"



2016 TUMF Nexus Study Response to Comments

Response A2-31:	Please see MR-6.
Response A2-32:	Note 7 will be updated to reflect correct horizon year (2040).
Response A2-33:	Model run results reflect Riverside County Travel Demand Model (RivTAM) 2012 network provided by Riverside County Transportation Department (RCTD) with updated 2015 arterial network completed by WSP/ Parsons Brinckerhoff, September 2016.
Response A2-34:	Please see MR-6.
Response A2-35:	WRCOG can review this item for potential inclusion provided that the direction is given from the WRCOG Committee structure. Staff presented an item to the Public Works Committee and received direction to move forward with components in the TUMF Calculation Handbook for senior/active adult housing and mixed use development.
Response A2-36:	Please see MR-4.
Response A2-37:	Please see MR-6.
Response A2-38:	Please see MR-6. This particular segment has an existing need component that reduces the total cost value to the Max TUMF Share.
Response A2-39:	Please see MR-6.
Response A2-40:	Please see MR-6.
Response A2-41:	Please see MR-6.
Response A2-42:	Please see MR-6.
Response A2-43:	Please see MR-6. Staff will make the minor name change to the TUMF Network.
Response A2-44:	Please see MR-6.
Response A2-45:	Please see MR-6. WRCOG did not receive a request from the City during the 2017 TIP Update to add funding for this project to the Central Zone TIP. We would remind City Staff that reimbursements are processed only after the Zone collaboratively elects to add funding for a project to the 5-year TIP. Additionally, all of the funding for the Central Zone is currently programmed and providing additional funding for one project would require that funding to another project be reduced.
Response A2-46:	Logistics is related to warehousing in the context of the table and would be reflected under the industrial sector.



LETTER A3

County of Riverside, First District

Kevin Jeffries, Supervisor, First District

April 14, 2017

Response A3-1: Please see MR-1. Additionally, the WRCOG Executive Committee has the options to approve and adopt policies that incentivize particular types of development. Currently in the TUMF Program, there is a discount in TUMF for Class A and Class B office development, as approved by the Executive Committee. Staff can explore bringing forward a policy to discount or exempt local serving retail development. Additionally, Staff is evaluating an update to the fee calculation handbook related to the analysis of developments with a mix of service and retail uses. WRCOG distributed a formal memo regarding TUMF calculation for mixed land use (shopping centers) developments to the Public Works and Planning Directors' Committees on May 11, 2017. This memo is available upon request.

RCTC is conducting a regional transportation study to evaluate a logistics related regional fee. A result of the study could be a new a program that the County and cities in the County could adopt. Such a program would, for example, set a fee on new distribution center warehouses, based on facility size, to address issues related to impacts associated with these types of uses.

Response A3-2: In 2016, WRCOG retained a consultant to conduct a comprehensive review of fees assessed on new development for all TUMF land uses in and around the WRCOG subregion. A key finding of this study concluded that except for the retail land use, fees assessed on new development in western Riverside County are similar to fees assessed on new development in San Bernardino County. The Fee Analysis Study can be reviewed at the WRCOG website (<https://ca-wrcog.civicplus.com/DocumentCenter/View/803>). Because of the findings from the Fee Analysis Study and other consideration the TUMF Nexus Study Ad Hoc Committee recommended that the WRCOG Committee structure consider a 2-year freeze and subsequent 2-year phase in for the proposed maximum retail fee, plus a 2-year single-family residential phase-in option for implementation.

Response A3-3: Please see MR-2. The Nexus Study does not, in and of itself, incentivize certain types of development. Allowable land uses are established through local jurisdiction general plans and zoning. Fee programs, like TUMF, are designed only to assess the impact of these uses on various types of infrastructure. If jurisdictions do not desire such uses, they have the authority to update those policy documents accordingly. The fundamental basis of the Nexus Study fees are the costs of improvements and the level of growth by land use type. For each different type of land use defined in the TUMF (residential, industrial, retail, etc.), fees are



2016 TUMF Nexus Study Response to Comments

assigned primarily based the trips generated by that land use type. Therefore, the differences in fees by land uses ultimately derive from the travel behavior of persons using those land use types.

In the case of industrial uses, WRCOG acknowledges that there are unique aspects of these uses which make it difficult to fully mitigate impacts. For example, industrial trips tend to use freeway facilities more heavily than arterials. Because of these considerations and others, Riverside County Transportation Commission has commissioned a specific study to determine the feasibility of a logistics fee which would address additional impacts generated by these types of uses which are not addressed by the TUMF Program. WRCOG is participating in that study in an advisory capacity.

Response A3-4: Please see A3.1



LETTER A4

Building Industry Association, Riverside County Chapter

Clint Lorimore, Director of Government Affairs

April 13, 2017

Response A4-1: Please see MR-1.



LETTER A5

**Rutan & Tucker, LLP on behalf of BIA
Dan Lanferman, Rutan & Tucker, LLP
April 19, 2017**

Response A5-1: This comment makes a generalized statement about the nexus requirements of the Mitigation Fee Act, and does not identify specific areas where the Nexus Study fails to comply with state law. Specific comments on the Draft Nexus Study are addressed in this Response to Comments, and all fee requirements have been evaluated under the Mitigation Fee Act and have been found to satisfy the Act's nexus and other requirements. The Nexus Study has been independently peer reviewed to evaluate whether a reasonable approach has established the necessary nexus as required by the Mitigation Fee Act. The peer review concluded that the Nexus Study follows a reasonable methodology, makes the necessary Mitigation Fee Act findings, includes accurate calculations, and establishes a reasonable maximum, updated TUMF Fee.

Response A5-2: On September 27, 2013, California Governor Jerry Brown signed SB 743 into law fundamentally changing the way that transportation impacts are to be assessed pursuant to the California Environmental Quality Act (CEQA). The new law requires CEQA guidelines to be amended to provide an alternative to Level of Service for evaluating transportation impacts. The intent of the change is to introduce alternate criteria that "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." (New Public Resources Code Section 21099(b)(1).) The primary effect of the new law is to establish the use of VMT as the preferred basis for measuring traffic impacts, in recognition of the fact that VMT more accurately reflects traffic impacts as it takes into account both the number of trips being made and the distance of those trips.

Linking the TUMF to VMT enables developers to continue to use TUMF participation as partial mitigation for their cumulative regional transportation impacts under the new SB 743 requirements. Previous input from our member agencies have stressed the importance of maintaining the linkage between TUMF and CEQA. Furthermore, consistent with SB 743, consideration of travel impacts in terms of peak period VMT more accurately reflects the realities of travel behavior as the basis for determining impacts on the regional transportation system by reflecting the peak demands on the system based on the number of trips AND the cumulative distance these trips occupy facilities in the system. Variation in trip length for different trip purposes is important to quantify since the impact associated with a trip is not limited to whether a trip occurs or not. A longer distance trip occupies more roadways over a longer period of time (all else being equal), and therefore goes through more intersections and consumes more capacity requiring greater levels



2016 TUMF Nexus Study Response to Comments

of mitigation. As the purpose of the TUMF is to mitigate the traffic impacts of future growth, a VMT based approach better aligns with this purpose than a more simplistic trip-based methodology.

For the purposes of TUMF, VMT by trip purpose is derived from RivTAM for both the base and horizon years, and the growth in peak period VMT on the arterial network in Western Riverside County is used as the basis for calculating the proportional allocation of travel impacts resulting from growth in differing trip purposes and associated land uses. Additionally, cumulative travel demand in the peak period is also measured as the basis for identifying deficient roadway segments to be mitigated as part of the TUMF program, and also to account for existing deficiencies for exclusion from the program. Since RivTAM was developed based on the SCAG regional travel demand model, the underlying model travel characteristics were developed based on national and regional travel behavior surveys, including the 2010 U.S. Census and the 2010 California Household Travel Survey. The methodology for using travel demand models, including RivTAM, as the basis for calculating VMT is consistent with NEPA and CEQA guidance, and accepted industry practice.

- Response A5-3: As stated in Section 4.5 (Existing Obligated Funding) the TUMF network cost was adjusted accordingly to reflect the availability of obligated funds. This includes federal/state/local funding as included in the Southern California Association of Governments 2017 Federal Transportation Improvement Program (FTIP). A total of \$209.9 million in obligated funding was identified for improvements to the TUMF system. As stated in Section 4.6 (Unfunded Existing Improvement Needs) the cost for facilities identified as currently experiencing LOS E or F was adjusted. This was done by identifying the portion of any TUMF facility in the RivTAM 2012 Baseline scenario with a volume to capacity (v/c) ratio of greater than 0.9 (the threshold for LOS E), and extracting the share of the overall facility cost to improve that portion. The unfunded cost of existing highway improvement needs (including the related MSHCP obligation) totals \$449.8 million (Exhibit H in Nexus Study). The approval of SB1 and SB132 will result in an additional \$80 million in TUMF Network cost, for which the Nexus Study has been adjusted to account for recent state legislation.
- Response A5-4: Sections 4.5 (Existing Obligated Funding) and 4.6 (Unfunded Existing Improvement Needs) address accounting for obligated state/federal funding and existing need calculations.
- Response A5-5: Please see A5.1. The Nexus Study provides substantial evidence that is reasonable, credible, and of solid value to support the findings of the Study and meet the requirements of the Mitigation Fee Act.



2016 TUMF Nexus Study Response to Comments

- Response A5-6: The Nexus Study contains criteria that a facility must meet to be considered for inclusion in the TUMF Program. Facilities are screened against the criteria before calculations for existing need are conducted.
- Response A5-7: WRCOG is authorized by state law and its joint powers agreement to act within the jurisdiction of its members. The police power is not limited to the jurisdictional boundaries of a public agency. If authorized by their governing bodies, Government Code § 6502 allows two or more public agencies by agreement to jointly exercise any power common to the contracting parties, including the authority to levy a fee, assessment, or tax. *San Diegans for Open Gov't v. City of San Diego*, 242 Cal. App. 4th 416 (2015). "It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised." State law recognizes the statewide importance of regional planning for the improvement of highways in that their effects can go beyond agency boundaries. *People ex rel Younger v. County of El Dorado*, 5 Cal.3d 480, 498 (1971); *So. Calif. Roads Co. v. McGuire* (2 Cal. 2d 115, 123 (1934)). A public improvement is not limited to being the municipal affair of the member agency when such project or projects "intrudes upon or transcends the boundary of one or several municipalities . . ." *Wilson v. City of San Bernardino*, 186 Cal. App. 2d 603, 611 (1960).
- WRCOG has the authority to transfer fee proceeds beyond the jurisdictions in which they are collected or generated. WRCOG is authorized by state law and its enabling joint powers agreement to explore avenues for intergovernmental coordination and specifically administer the TUMF fee program on behalf of its member agencies. Pursuant to Gov't Code § 66484, a local ordinance may require the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges and other thoroughfares. Section 66484 does not limit the fee condition to jurisdictional boundaries of the agency, but allows it to be calculated, collected, and expended based on the area of benefit. Member cities to a JPA may collect fees and remit those fees to the JPA for expenditure outside the jurisdiction.
- Response A5-8: WRCOG utilizes the Zone Transportation Improvement Programs (TIPs) to programmed TUMF funding for priority projects within a specific Zone. In 2016, WRCOG conducted a Five Year Expenditure Report to substantiate the purpose, need and use of regional development impact fees. This Five Year Expenditure Report was reviewed and distributed to WRCOG's committees for their review and comment. This document was approved by our Executive Committee on October 3, 2016.
- Response A5-9: As show the Five-Year Expenditure Report, WRCOG currently has approximately \$50 million in TUMF funds for disbursement to our member agencies, based on a reimbursement process. There are currently 29



2016 TUMF Nexus Study Response to Comments

- projects with active reimbursement agreements totaling more than \$50 million. As such, the existing funds which WRCOG maintains are allocated to these projects which were previously completed or under construction. One example project is Nason Street, which was completed and was removed from the Nexus Study. However; WRCOG still has \$10 million of reimbursement to provide to the City of Moreno Valley for expense incurred related to construction.
- Response A5-10: WRCOG analyzed interest collected to date in our Expenditure Report, which were reinvested in the program and are dispersed to reimburse agencies for project expenses. On an annual basis, WRCOG currently accrues only \$400k in interest expenses.
- Response A5-11: This comment makes a general statement of law as to the reasonableness of fees that is required by the Mitigation Fee Act and Proposition 26. The Nexus Study provides substantial evidence that the proposed fees are the reasonable costs to providing necessary facilities and other improvements throughout the TUMF areas of benefit and contain a sufficient nexus to new development.
- Response A5-12: Please see MR-1. WRCOG utilizes the Zone Transportation Improvement Programs (TIPs) to program TUMF funding for priority projects within a specific Zone. In 2016, WRCOG conducted a Five Year Expenditure Report to substantiate the purpose, need and use of regional development impact fees.
- Response A5-13: The TUMF Network was reviewed and approved by the WRCOG Public Works Committee and Executive Committee, in December 2016 and January 2017, respectively. Funding to implement these projects come from a variety of sources. First, approximately 1/3 of all TUMF projects are delivered through fee credit agreements, financing districts, or similar mechanisms. Under these approaches, property owners construct TUMF improvements in exchange for TUMF credits. Second, WRCOG agencies regularly employ a variety of funding mechanisms such as Measure A, local DIF fees, City general funds, other regional funds, state funds, federal funds, grants, and other sources.
- Response A5-14: The TUMF unit cost assumptions were developed utilizing recent data available before approval by the WRCOG Public Works Committee.
- Response A5-15: Sections 4.5 (Existing Obligated Funding) and 4.6 (Unfunded Existing Improvement Needs) address accounting for obligated state/federal funding and existing need calculations.
- Response A5-16: The TUMF Calculation Handbook is utilized by WRCOG to address the TUMF assessment for various categories of development that have unique trip generating characteristics. On November 5, 2012, the WRCOG Executive Committee approved the revised TUMF Calculation Handbook to include a component for Transit Oriented Development.



2016 TUMF Nexus Study Response to Comments

	The Handbook was updated to meet the requirement that impact fees for residential projects that meet specified Transit-Oriented Development (TOD) criteria, and to take into consideration the reduction in vehicle trips associated with TODs compared to residential projects without TOD characteristics.
Response A5-17:	The Nexus Study contains criteria that a facility must meet to be considered for inclusion in the TUMF Program. Facilities are screened against the criteria before calculations for existing need are conducted.
Response A5-18:	The TUMF Program specifically limits project eligibility to only capacity expansion in terms of new roadway lanes and new freeway ramp configurations, and associated widening of bridges, etc. The TUMF program specifically excludes projects that do not add new capacity and that are intended only to address maintenance or rehabilitation needs, except to the extent that the rehabilitation of existing roadway lanes, ramps or bridges are necessary as part of a broader capacity expansion project, in which case any associated rehabilitation work must be completed within the maximum TUMF share for the expansion project (i.e. no additional TUMF funding is made available to specifically accommodate rehabilitation costs above and beyond the TUMF maximum share costs associated with an eligible TUMF capacity expansion project).
Response A5-19:	Sections 4.5 (Existing Obligated Funding) and 4.6 (Unfunded Existing Improvement Needs) address accounting for obligated state/federal funding and existing need calculations.
Response A5-20:	Contingency rate of 10% utilized in the TUMF program is significantly less than the industry norm for conceptual cost estimation purposes. Specifically, Caltrans Cost Estimation Guidelines (August 2014) advocate for contingency rates of 30% to 50% of total costs to be used at the conceptual planning phase, with contingency rates reduced to 15% for cost estimation completed during PS&E.
Response A5-21:	See response A5.2
Response A5-22:	See response A5.2
Response A5-23:	See response A5.2
Response A5-24:	See response A5.2
Response A5-25:	See response A5.2. The TUMF nexus primarily utilizes peak hour conditions as the basis for the fee determination, although average and median daily trip generation rates for individual land uses are used on a comparative basis for weighting residential and non-residential fees, respectively, based on the considerably more expansive availability of



2016 TUMF Nexus Study Response to Comments

	daily trip generation rate data versus hourly or peak period trip generation rates.
Response A5-26:	See response A5.2. The TUMF nexus primarily utilizes peak hour conditions as the basis for the fee determination to reflect the maximum levels of impact on the transportation system.
Response A5-27:	This statement is factually incorrect. There is an entire section of the Nexus Study (Section 4.6, pages 39-41) which documents the analysis related to Existing Need.
Response A5-28:	The WRCOG Executive Committee approves any policy changes to the TUMF Program, which can include exempting certain types of development. These are policy decisions that the Executive Committee approves through input from member jurisdictions.
Response A5-29:	An impact fee to address future development, the TUMF can only be charged on new development. Existing users on the TUMF Network are addressed through the calculation of existing need (Section 4.6, pages 39-41).
Response A5-30:	Government/public buildings, public schools, and public facilities are exempt from the TUMF, as described in the TUMF Ordinance and Administrative Plan. Though the use is exempt, the Nexus Study contains and describes the process of calculating a fee for this use to ensure that the impact of this use is not being passed on to another land use. Through policy action by the WRCOG Executive Committee, the use is exempt and the cost of the impacts of these uses are not passed onto other land use types.
Response A5-31:	The TUMF Network does not include the freeways of Western Riverside County as these facilities primarily serve longer distance inter-regional trips and a significant number of pass-through trips that have no origin or destination in Western Riverside County. Since pass-through trips have no origin or destination in Western Riverside County, new development within Western Riverside County cannot be considered responsible for mitigating the impacts of pass through trips. Additionally, VMT used as the basis for various TUMF calculations discussed previously specifically excludes the VMT for any portion of the trip that occurs outside Western Riverside County ensuring that only VMT in the TUMF arterial system is being accounted for in TUMF calculations. The application of the VMT methodology allows for the specific exclusion of arterial travel impacts outside of Western Riverside County to more accurately reflect associated impacts compared to prior versions of the TUMF which simply excluded a trip end from the calculation with no real consideration for the proportion of the trip that occurred in Western Riverside County.



2016 TUMF Nexus Study Response to Comments

- Response A5-32: The approval of SB132 will result in an additional \$80 million in TUMF Network cost, for which the Nexus Study will be adjusted to account for recent state legislation as obligated funds.
- Response A5-33: Sections 4.5 (Existing Obligated Funding) and 4.6 (Unfunded Existing Improvement Needs) address accounting for obligated state/federal funding and existing need calculations.
- Response A5-34: SB132 obligates State funding for three specific projects included in the TUMF Network. Furthermore, to the extent gas taxes, etc. have been specifically identified in the regional TIP for use on an eligible TUMF project, these funds have been identified as obligated funding in the TUMF Program. Any additional funds raised by SB 1 would not automatically reduce the need for TUMF fees as SB 1 funds can be used for a wide range of projects, in addition to those associated with TUMF. Section 36 of SB 1 states that "Funding for the program (Road Maintenance and Rehabilitation program) shall be prioritized for expenditure on basic road maintenance and road rehabilitation projects, and on critical safety projects. Specifically, projects such as road maintenance and rehabilitation; safety projects; railroad grade separations; complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project; and traffic control devices can be funded from the program."
- Response A5-35: The TUMF Program (under the TUMF Administrative Plan) contains a provision which states that if a developer is conditioned to build a portion of the TUMF Network, the developer can receive credit for constructing the TUMF improvements. In addition, TUMF can be collected from a developer where there is a reasonable relationship between the fee charged and the burden posed by new development, even if the developer is required by a WRCOG member agency to construct internal city streets and access roads that are not included in the TUMF Program. Federal and state law does not preclude a member agency from imposing development requirements independent of TUMF for local impacts caused by new development.
- Response A5-36: The proposed action is not a "project" as defined by CEQA. The proposed action is a revision to an existing financing mechanism dependent on future actions to prioritize and schedule improvements to the RSHA. The appropriate environmental documentation will be completed before a project can commence construction.
- The TUMF was developed to mitigate the cumulative impacts of future growth and was not developed to mitigate project-specific traffic impacts. Accordingly the program does not relieve any development project of the responsibility to mitigate project-specific impacts identified in the environmental analysis prepared for the project. When a development



2016 TUMF Nexus Study Response to Comments

project is required to construct RSHA facilities as project-specific mitigation, it shall be eligible for credit and or reimbursement.



LETTER A6

Proactive Engineering Consultants West on behalf of BIA

George Lenfestey

April 20, 2017

Response A6-1: Please see MR-6. The TUMF Network will be adjusted accordingly to account for facilities identified by the BIA as completed and/or partially completed. The TUMF Network will also be adjusted to account for obligated funding identified in recent state legislature (SB 132).

Response A6-2: The TUMF Program currently allows planning, engineering and contingency costs for eligible projects to be reimbursed through the Program. The TUMF Nexus Study currently defines planning costs as those associated with "planning, preliminary engineering and environmental assessment costs" with the eligible amount being 10% of the estimated TUMF eligible construction cost only. Engineering costs are defined in the TUMF Nexus Study as "project study report, design, permitting and construction oversight costs" based on 25% of the estimated eligible construction cost only. Contingency is provided based on 10% of the total estimated eligible facility cost.

The estimated cost factors for planning, engineering and contingency were initially established in 2002 by the WRCOG Public Works Committee responsible for the development of the initial TUMF Nexus Study. The percentage multipliers were established by consensus of the PWC based on the collective experience of members in delivering similar public highway projects. Furthermore, the contingency rate of 10% utilized in the TUMF program is significantly less than the industry norm for conceptual cost estimation purposes. Specifically, Caltrans Cost Estimation Guidelines (August 2014) advocate for contingency rates of 30% to 50% of total costs to be used at the conceptual planning phase, with contingency rates reduced to 15% for cost estimation completed during PS&E.

WRCOG has also reviewed the California Multi-Agency CIP Benchmarking Study, which involved several jurisdictions (Los Angeles, Long Beach, Oakland, San Diego, Sacramento, and San Jose) within the State and included components such as performance benchmarking, best management practices, and an online discussion forum. Included in the Study was a review of average delivery costs as a percentage of total project costs. For street projects (including widening/grade separations/bridges/bikeways/pedestrian ways/streetscapes) the average design cost of these types of projects is 31%.

Response A6-3: Since the inception of the Program, the Nexus Study includes an overall 75% global reduction to account for instances in which right-of-way is already secured. Even such, right-of-way is always uncertain and the total cost for right-of-way is not determined until a project is physically



2016 TUMF Nexus Study Response to Comments

under way. BIA analysis show that almost 10 million square feet of right-of-way is needed for the 30 projects in the Network which they sampled (portion of the Program). BIA analysis confirmed that WRCOG understates how much right-of-way is required for TUMF projects by 30-40%. The comment letter does not acknowledge the global 75% reduction as shown on Exhibit F-3 of the Appendices to the Draft Nexus Study.



LETTER A7
KWC Engineers
Kenneth Crawford, President
April 21, 2017

Response A7-1: WRCOG appreciates the letter of support and looks forward to working with KWC Engineers as we move forward with the Nexus Study Update. Also, please see MR-1.



LETTER A8

NAIOP, Commercial Real Estate Development Association

Robert Evans, Executive Director

March 15, 2017

Response A8-1: WRCOG appreciates the letter of support and looks forward to working with NAIOP as we move forward with the Nexus Study Update.



LETTER A9
Pacific Retail Partners
Joe Meyer
April 20, 2017

- Response A9-1: The TUMF nexus accounts for the differing trip generation and attribution characteristics of residential and non-residential uses. Specifically, the allocation of mitigation costs to residential vs. non residential uses is based on trip purpose, with all home based trips, including home based shopping trips, being assigned to the residential use as the primary generator of the trip (consistent with the argument being made). Only work based other or other based other trips (including commercial and retail deliveries) are attributed to non-residential uses. Furthermore, trips for retail and service uses are also adjusted to reflect the influence of pass by trips.
- Response A9-2: WRCOG maintains a Fee Calculation Handbook and Administrative Plan which implement the Nexus Study through the collection of fees at an individual project level. This comment is primarily oriented towards the manner in which fees are collected for retail uses. WRCOG Staff is currently evaluating several approaches to ensure that the fee collection process replicates the assumptions in the Nexus Study. WRCOG Staff has previously met with several stakeholders regarding this topic and would be open to meeting with any stakeholder to discuss these issues or others as it relates to the ongoing implementation of the TUMF Program.
- Response A9-3: Retail development does generate trips that create an impact on the TUMF Network, which is accounted for in the Nexus Study. The WRCOG Executive Committee does have the authority to review particular types of development to make changes in TUMF calculations through policy revisions. The TUMF nexus is based on the latest available information available regarding the trip generation characteristics of specific use types, and the fee is weighted accordingly to reflect the differences in trip generation rates for different uses. Furthermore, the TUMF nexus is updated on a regular basis to account for changes in trip generation characteristics over time.
- Response A9-4: Please see MR-1. In 2016, WRCOG retained a consultant to conduct a comprehensive review of fees assessed on new development for all TUMF land uses in and around the WRCOG subregion. A key finding of this study concluded that except for the retail land use, fees assessed on new development in western Riverside County are similar to fees assessed on new development in San Bernardino County. The study completed can be reviewed on the WRCOG website.



LETTER A10

Corona Chamber of Commerce

Bobby Spiegel, President/CEO

April 28, 2017

Response A10-1: WRCOG appreciates the letter of support and looks forward to working with the Corona Chamber of Commerce as we move forward with the Nexus Study Update.



LETTER A11

The New Home Company

John Sherwood, Vice President, Community Development

April 28, 2017

Response A11-1: WRCOG appreciates the letter of support and looks forward to working with the New Home Company as we move forward with the Nexus Study Update.

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Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: Transportation Uniform Mitigation Fee (TUMF) Credit / Reimbursement Manual Update

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

Date: June 8, 2017

The purpose of this item is to provide the Committee members an update on the development of a TUMF Credit / Reimbursement Manual.

Requested Action:

1. Discuss and provide input.

WRCOG's Transportation Department is comprised of the Transportation Uniform Mitigation Fee (TUMF) Program, the Active Transportation Plan, and the Western Riverside County Clean Cities Coalition. The TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. As administrator of the TUMF Program, WRCOG allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, and the Riverside Transit Agency (RTA).

WRCOG recently undertook an effort to develop a comprehensive TUMF Credit / Reimbursement Manual to outline and expedite the process in which member jurisdictions receive TUMF funding.

TUMF Reimbursement Manual

Transportation Department efforts are supported by a variety of consultants who provide both planning and engineering services. In October 2016, the Executive Committee authorized WRCOG to enter into agreements with four firms to provide additional technical support for the Transportation Department. Of the four firms selected to provide services, staff has tasked Kimley Horn to develop a comprehensive TUMF Credit / Reimbursement Manual in an effort to make the process more user-friendly and efficient for member jurisdictions.

Kimley Horn has developed a draft TUMF Credit / Reimbursement Manual (Attachment 1) and is seeking feedback from Committee members before the manual is finalized.

Prior Action:

January 12, 2017: The Public Works Committee received report.

Fiscal Impact:

TUMF activities are included in the Agency's adopted Fiscal Year 2016/2017 Budget under the Transportation Department.

Attachment:

1. Draft TUMF Credit / Reimbursement Manual.

Item 5.B

Transportation Uniform Mitigation
Fee (TUMF) Reimbursement Manual
Update

Attachment 1

Draft TUMF Credit / Reimbursement
Manual

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WRCOG TUMF

Credit/Reimbursement Manual Initial Draft

May 24, 2017

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WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF

1. Introduction

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1. Introduction

1.1 What is the WRCOG Transportation Uniform Mitigation Fee (TUMF) Program?

The Western Riverside Council of Governments (WRCOG) recognizes future development within western Riverside County will result in traffic volumes exceeding the capacity of the region's highways and roadways. To address future capacity needs and supplement other available transportation funds, the TUMF Program was established.

The TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in the western Riverside County. Each of WRCOG's member jurisdictions and the March Joint Powers Authority (JPA) participates in the TUMF Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. As the administrator of the TUMF Program, WRCOG allocates TUMF funds to a variety of agencies in the region, including:

- Riverside Transportation Commission (RCTC);
- Riverside Transit Agency (RTA);
- Western Riverside Regional Conservation Authority (RCA); and
- Groupings of cities and Riverside County areas – referred to as TUMF Zones.

Figure 1.1, WRCOG TUMF Zones, illustrates the location of each zone. **Figures 1.2 – 1.6** illustrate each jurisdiction within each TUMF Zone.

Allocation for each TUMF Zone is based on the amount of fees collected in each jurisdiction. Funding accumulated through the TUMF Program is used to construct transportation improvements needed to accommodate future travel demand in western Riverside County. By levying a fee on new developments in the region, public agencies will be establishing a mechanism by which developers and in turn new county residents and employees effectively contribute their "fair share" toward sustaining the regional transportation system.

Fees are used to fund planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities. Eligible projects are identified in the TUMF Nexus Study, which establishes a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required.

WRCOG TUMF Zones

There are five TUMF Zones designated in the TUMF Program:

- Central
- Hemet/San Jacinto
- Northwest
- Pass
- Southwest

Each Zone is a specific geographic area in the WRCOG sub-region with common transportation issues. Zone level meetings occur among the public works, executive management, and elected officials who select which projects are to be prioritized. Each TUMF Zone receives 46.39% of TUMF revenues that are collected from the jurisdictions in that Zone.

TUMF Nexus Study

Identifies the future improvements needed for the TUMF Network. The TUMF Nexus Study also summarizes the TUMF network cost calculations for each of the individual roadway segment and the maximum eligible TUMF share for each segment.



WRCOG TUMF Credit/Reimbursement Manual

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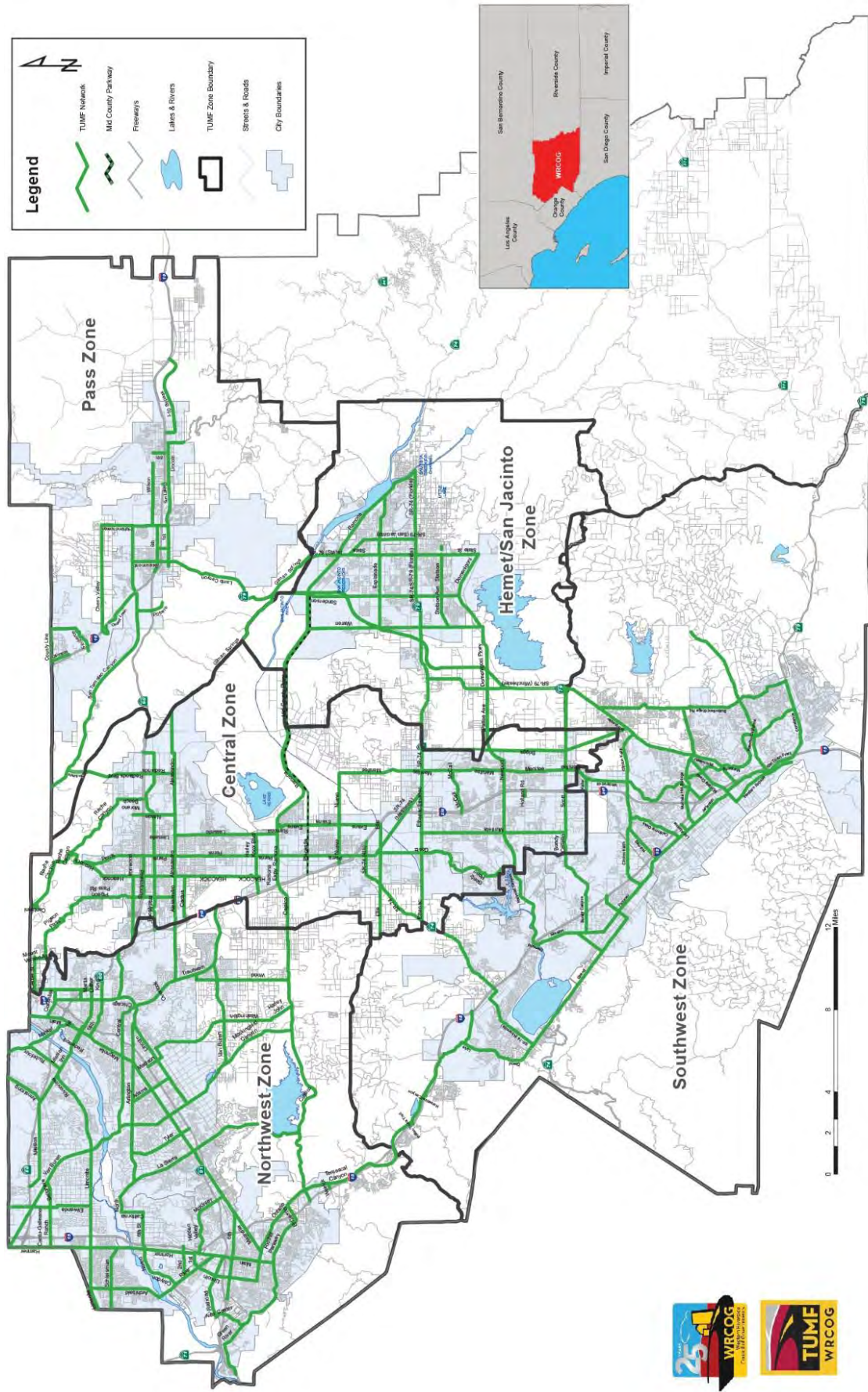


Figure 1.1: WRCOG TUMF Zones



WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF Credit/Reimbursement Manual

PLACEHOLDER Figure 1.2 Central TUMF Zone

(KHA will include a map that shows Central TUMF Zone with TUMF Network)



WRCOG TUMF Credit/Reimbursement Manual

PLACEHOLDER Figure 1.3 Hemet/San Jacinto TUMF Zone

(KHA will include a map that shows Hemet/San Jacinto TUMF Zone with TUMF Network)



WRCOG TUMF Credit/Reimbursement Manual

PLACEHOLDER Figure 1.4 Northwest TUMF Zone

(KHA will include a map that shows Northwest TUMF Zone with TUMF Network)



WRCOG TUMF Credit/Reimbursement Manual

PLACEHOLDER Figure 1.5 Pass TUMF Zone

(KHA will include a map that shows Pass TUMF Zone with TUMF Network)



WRCOG TUMF Credit/Reimbursement Manual

PLACEHOLDER Figure 1.6 Southwest TUMF Zone

(KHA will include a map that shows Southwest TUMF Zone with TUMF Network)



WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF Credit/Reimbursement Manual

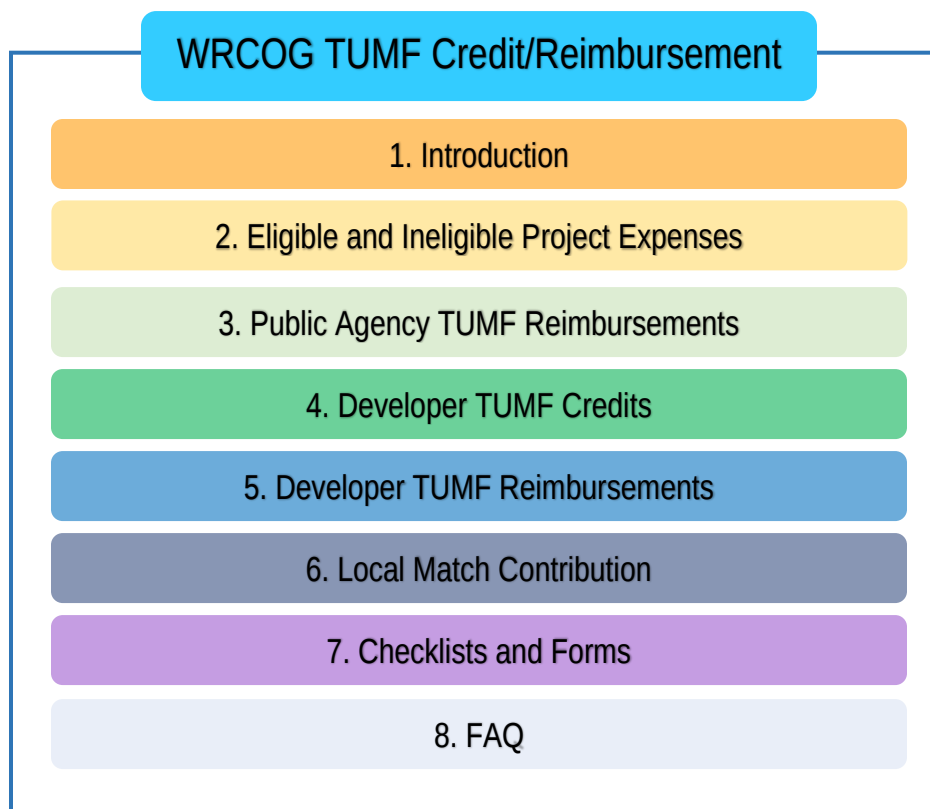
1.2 Purpose and Use of WRCOG TUMF Credit/Reimbursement Manual

The purpose of the WRCOG TUMF Credit/Reimbursement Manual is to provide those jurisdictions and agencies that are participants in the TUMF Program with guidelines on how to claim funds allocated for improvements to the TUMF Network as identified in the most recently adopted TUMF Nexus Study.

This manual provides details on the reimbursement process for public agencies, credit and reimbursement process for developers, required documentation for TUMF invoicing to WRCOG and other TUMF funding elements.

Public agencies and developers seeking TUMF credits and/or reimbursements are encouraged to follow the guidelines set forth in this manual. However, WRCOG recognizes that changes and deviations from this manual may be necessary to accommodate and address specific project factors and public agency needs. WRCOG will coordinate with public agencies when deviations to credit or reimbursement process steps are required.

The WRCOG TUMF Credit/Reimbursement Manual is organized into the following sections:





WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF

2. Eligible and Ineligible Project Expenses

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WRCOG TUMF Credit/Reimbursement Manual

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2. Eligible and Ineligible Project Expenses

Reimbursements through the TUMF Program are for eligible project expenses for roadway segments identified on the TUMF Network or Regional System of Highways and Arterials (RSHA) as indicated in the TUMF Administrative Plan and Nexus Study. The following section lists eligible and ineligible project expenses for reimbursement.

2.1 Eligible Project Types

Project reimbursement items eligible for funding reimbursement shall follow the Federal Guidelines as defined in MAP 21 and in the Caltrans Local Assistance Procedure Manual (LAPM). The following lists project types eligible for TUMF reimbursement:

Table 2-1 Eligible Project Types for TUMF Reimbursement	
	Construction of additional TUMF Network roadway lanes
	Construction of new TUMF Network roadway segments
	Expansion of existing TUMF Network bridge structures
	Construction of new TUMF Network bridge structures
	Expansion of existing TUMF Network interchanges with freeways
	Construction of new TUMF Network interchanges with freeways
	Grade separation of existing RSHA Network at-grade rail crossings

For eligible project types, the required Typical Roadway Standard assumes the following standard design characteristics that are consistent with the minimum requirements of the Caltrans Highway Design Manual:

- Asphalt concrete pavement and appropriate base material to accomplish up to 12 feet per travel lane plus up to four feet for ancillary treatments (e.g. shoulders or Class II Bike Lane);
- Concrete curb and gutter and associated drainage (e.g. paved roadway shoulders and/or open swale);
- Storm drains located within curb to curb, and associated transverse portions perpendicular to the roadway and adjoining portions longitudinal to the roadway;
- 14-foot paved and painted median (or dual center left turn lane);



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- Traffic signals at intersections with state highways and other major arterials that are also on the TUMF Network;
- Pavement striping and roadway signing, as required;
- 6-foot wide concrete sidewalks and associated curb cuts for ADA access at street crossings.

2.2 Eligible Project Expenses

Eligible project expenses include the following items, provided that such items are included in the scope of work approved under the reimbursement agreement between the public agency and WRCOG:

Table 2-2 Eligible Project Expenses for TUMF Reimbursement	
	Public agency and/or consultant costs associated with direct project coordination and support
	Funds expended in preparation of preliminary engineering studies
	Funds expended in preparation of environmental review documentation for the project
	All costs associated with right-of-way acquisition, legal costs for condemnation procedures if authorized by the public agency, and costs of reviewing appraisals and offers for property acquisition
	Costs reasonable incurred if condemnation proceeds
	Costs incurred in the preparation of plans, specifications, and estimates by the public agency or consultants
	Public agency costs associated with bidding, advertising, and awarding of project contracts
	Construction costs, including change orders to construction contract approved by the public agency
	Construction management, field inspection and material testing costs
	Any public agency administrative cost to deliver the project



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2.3 Ineligible Project Types and Expenses

Ineligible project costs include the items listed below. Ineligible project costs follow the Federal Guidelines as defined in MAP 21 and in the Caltrans Local Assistance Procedure Manual (LAPM). These improvements are not eligible for TUMF funding and will be the responsibility of the local funding agency.

Table 2-3
Ineligible Project Types and Expenses for TUMF Reimbursement

Roadway improvements more than the Typical Roadway Standard. These improvements may include, but are not limited to:
• Portland concrete cement pavement or other aesthetic pavement types (except at interchanges and overpasses) • Major rehabilitation or overlay of existing pavement in adjacent roadway lanes • Raised barriers medians • Parking lanes • Roadway tapers outside the extent of the approved project • Sanitary sewage infrastructure and manhole adjustments • Water systems, including valve can adjustments • Underground infrastructure • Relocation of non-prior rights utilities • Storm drain systems in excess of draining the roadway • Landscaping • Street lighting • Class I Bike Lanes (e.g. separate bicycle paths) • Detection/retention basins outside of street right-of-way
Environmental permitting
Agency staff time in excess of 15% of programmed engineering
Agency staff time in excess of 15% of programmed construction
Temporary (interim) improvements



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WRCOG TUMF

3. Public Agency TUMF Reimbursements

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3. Public Agency TUMF Reimbursements

Public agencies who construct TUMF facilities are eligible for reimbursement of up to 75% of eligible project costs. Reimbursement amounts are equivalent to the maximum share identified in the Nexus Study or actual project cost, whichever is less. **Figure 3.1, Public Agency TUMF Reimbursement Process**, illustrates the TUMF reimbursement process for public agencies.



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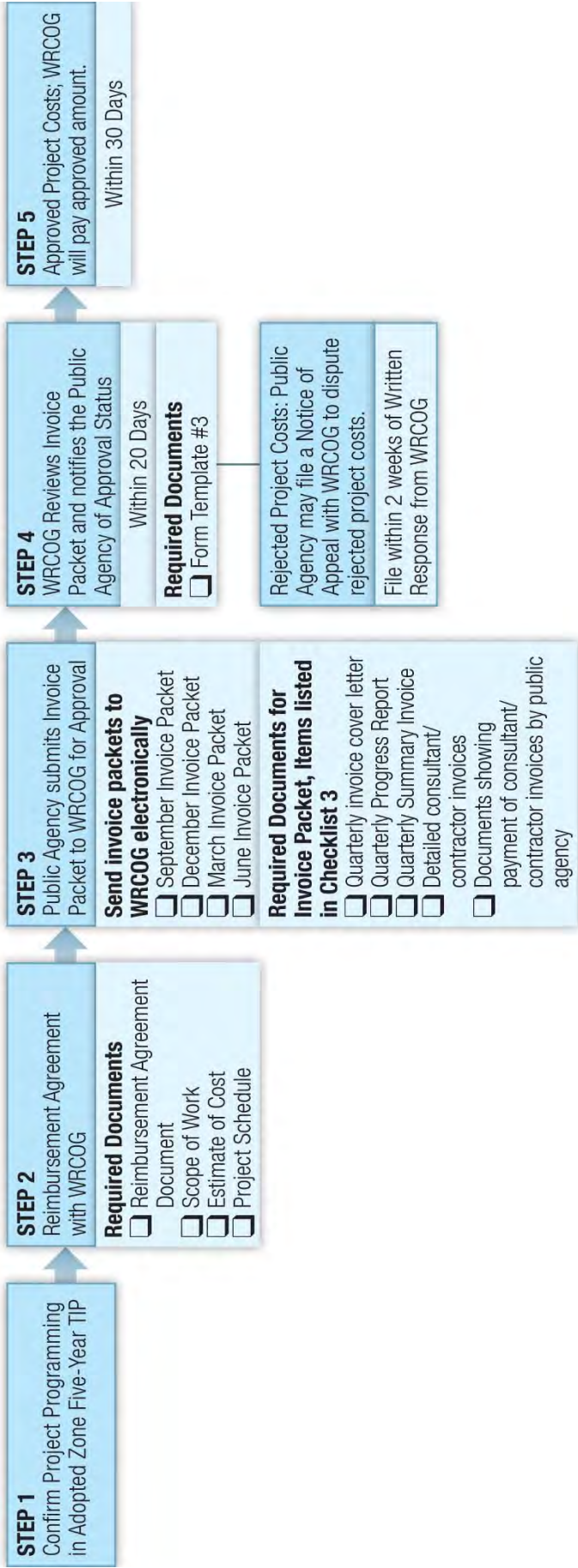


Figure 3.1: Public Agency TUMF Reimbursement Process



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3.1 Obtaining a Reimbursement

The following illustrates the steps for public agency reimbursements:

Step 1. Confirm Project Programming

The public agency shall confirm that the project phase is programmed in the current year of the adopted Zone Five-Year Transportation Improvement Program (TIP).

STEP 1

Confirm Project Programming
in Adopted Zone Five-Year TIP

Step 2. Reimbursement Agreement with WRCOG

Public agencies are required to enter a reimbursement agreement with WRCOG to be eligible to receive TUMF revenue. The amount eligible for reimbursement will be based on the awarded contract, but will not exceed the maximum TUMF share identified in the current TUMF Nexus Study.

A public agency is required to enter a reimbursement agreement with WRCOG at the start of a project and does not have to renew the reimbursement agreement every fiscal year unless the amount programmed for the project or project phase increases or decreases in the most recent Zone Five-Year Transportation Improvement Program.

A public agency entering a reimbursement agreement with WRCOG will need to complete and submit the following documents to WRCOG:

- Reimbursement Agreement Document – *Document template provided as Attachment A in Section 7, Checklists and Forms.*
- Scope of Work – *Provide descriptions of major tasks to complete the project. This document should indicate any project phasing and key project milestones.*
- Estimate of Cost – *Provide an estimate of total project costs. This document should include an estimate of Local Match Contribution per requirements of the TUMF program.*
- Project Schedule – *Provide an estimated timeline to complete key tasks identified in the Scope of Work. This document should include dates for project milestones.*

STEP 2

Reimbursement Agreement
with WRCOG

Required Documents

- ☐ Reimbursement Agreement Document
- ☐ Scope of Work
- ☐ Estimate of Cost
- ☐ Project Schedule



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Step 3. Reimbursement Invoicing and Reporting by Public Agency

Invoices and Progress Reports

- Invoices should be submitted to WRCOG on a quarterly basis during the fiscal year (September, December, March, and June)
- Each invoice packet sent to WRCOG shall include the following (Refer to Section 7, Checklist and Forms, for Checklist C and model form templates):
 - Quarterly Invoice Cover Letter (**Attachment F: Form Template 1**)
 - Quarterly Progress Report (**Attachment G: Form Template 2**)
 - Quarterly Invoice (**Attachment H: Form Template 3**)
 - Detailed consultant/contractor invoices
 - Documents showing payment of consultant/contractor invoices by public agency

Invoice Submittal

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- Credit reimbursement agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

Step 4. Review by WRCOG

Upon receipt of an invoice packet, WRCOG will review and provide a written notification following **Attachment H: Form Template 3** in **Section 7, Checklists and Forms**, to the public agency within 20 days stating:

- a. Approved Project Costs;
- b. Rejected Project Costs: Project costs that do not comply with the TUMF Program. WRCOG will provide reasons why specific project costs were not approved.

STEP 3

Public Agency submits Invoice Packet to WRCOG for Approval

Send invoice packets to WRCOG electronically

- ☐ September Invoice Packet
- ☐ December Invoice Packet
- ☐ March Invoice Packet
- ☐ June Invoice Packet

Required Documents for Invoice Packet, Items listed in Checklist 3

- ☐ Quarterly invoice cover letter
- ☐ Quarterly Progress Report
- ☐ Quarterly Summary Invoice
- ☐ Detailed consultant/contractor invoices
- ☐ Documents showing payment of consultant/contractor invoices by public agency

STEP 4

WRCOG Reviews Invoice Packet and notifies the Public Agency of Approval Status

Within 20 Days

Required Documents

- ☐ Form Template #3



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Step 5. Approved/Rejected Project Costs

Approved Project Costs

Upon approval of the invoice, WRCOG will pay the public agency approved amounts within 30 days.

Rejected Project Costs

In the event WRCOG rejects certain project costs, the public agency may appeal WRCOG's decision to WRCOG's Executive Director and Executive Committee as illustrated in **Figure 3.2, Rejected Project Costs Appeals Process**, and outlined in **Section 3.3, Rejected Project Costs Appeals Process** within 2 weeks of the written notification from WRCOG.

STEP 5

Approved Project Costs; WRCOG will pay approved amount.

Within 30 Days



3.2 Obligation of TUMF Funds

Funding for a project programmed on a Zone Five-Year TIP is not considered obligated by WRCOG until certain steps outlined below have been completed by the public agency:

- a. Ensure that funding for the project phase is programmed in the current year of an adopted Five-Year TIP.
- b. Ensure that there is a signed (executed) reimbursement agreement that matches the funding amount with the funding amount of the project phase in the adopted Five-Year TIP.
- c. Submit the first invoice for TUMF eligible work starting in September of the fiscal year. At the time of submitting the first invoice, the public agency will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.

If the first invoice has not been submitted to WRCOG by December, there will be a review of the project status. Based on the review of the project status, WRCOG will either:

- a. Extend the fund obligation for up to an additional nine (9) months so the project sponsor can demonstrate a realistic expectation that the project work will commence and a first invoice is submitted within that time frame; or
- b. De-obligate the funds.



Figure 3.2: Rejected Project Costs Appeals Process



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3.3 Rejected Project Costs Appeals Process

A public agency may appeal WRCOG's decision to reject certain project costs by following the steps illustrated below:

Step 1. File Notice of Appeal with WRCOG Executive Director

The public agency will file a notice of appeal with the WRCOG Executive Director within 2 weeks of WRCOG's written notice. **Section 7, Checklists and Forms**, provides **Attachment I: Form Template 4** as a model template to initiate the process.

Notice of Appeal Submittal

- Notice of Appeals shall be submitted electronically to WRCOG.
- Notice of Appeals shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

Step 2. Review by WRCOG Executive Director

Upon receipt of a notice of appeal, the WRCOG Executive Director will review and provide a written notification following **Attachment I: Form Template 4** within 2 weeks stating:

- a. Appeal Approved: WRCOG will pay approved amount to the public agency within 30 days.
- b. Appeal Denied

Step 3. File Request for Review to WRCOG Executive Committee

In the event the WRCOG Executive Director denies the appeal, the public agency may file a request for review to WRCOG's Executive Committee within 10 days of the WRCOG's Executive Directors written notice. **Section 7, Checklists and Forms**, provides **Attachment J: Form Template 5** as a model template to initiate the process.

Request for Review Submittal

- Request for Reviews shall be submitted electronically to WRCOG.
- Request for Reviews shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

STEP 1

File Notice of Appeal with WRCOG Executive Director

Required Documents

- ☐ Form Template 4: Notice of Appeal to WRCOG Executive Director for Denial of Requested Reimbursement

STEP 2

Decision Rendered by WRCOG Executive Director

Within 2 Weeks

STEP 3

Appeal Denied:

File Request for Review to WRCOG Executive Committee

Within 10 Days of Executive Director's Written Decision

Required Documents

- ☐ Form Template 5: Request for Review to WRCOG Executive Committee for Denial of Reimbursement Appeal



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Step 4. Final Review by WRCOG Executive Committee

Upon receipt of a request for review, the WRCOG Executive Committee will review and provide a written notification following **Attachment J: Form Template 5** within 2 weeks stating:

- a. Appeal Approved: WRCOG will pay approved amount to the public agency within 30 days.
- b. Appeal Denied: The decision of the WRCOG Executive Committee shall be final and the appeal shall be dismissed.

STEP 4

Final Decision Rendered by
WRCOG Executive Committee

Within 2 Weeks



WRCOG TUMF

4. Developer TUMF Credits

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4. Developer TUMF Credits

Per the TUMF Program, developers proposing certain types of development within WRCOG member agencies are required to pay TUMF fees as outlined in the TUMF Nexus Study. These fees represent the developer's "TUMF obligation." Through the TUMF Program, developers may qualify for credits against their TUMF obligation. Developers may be eligible to earn TUMF credit for the following:

- Construction of TUMF improvements identified on the Regional System of Highways and Arterials (RSHA) Network;
- Right-of-Way (ROW) dedication for RSHA improvements; and
- Monetary contributions to construct TUMF improvements.

Figure 4.1 – 4.3 and Sections 4.1 – 4.3 illustrate and summarize the separate processes for obtaining TUMF credits.



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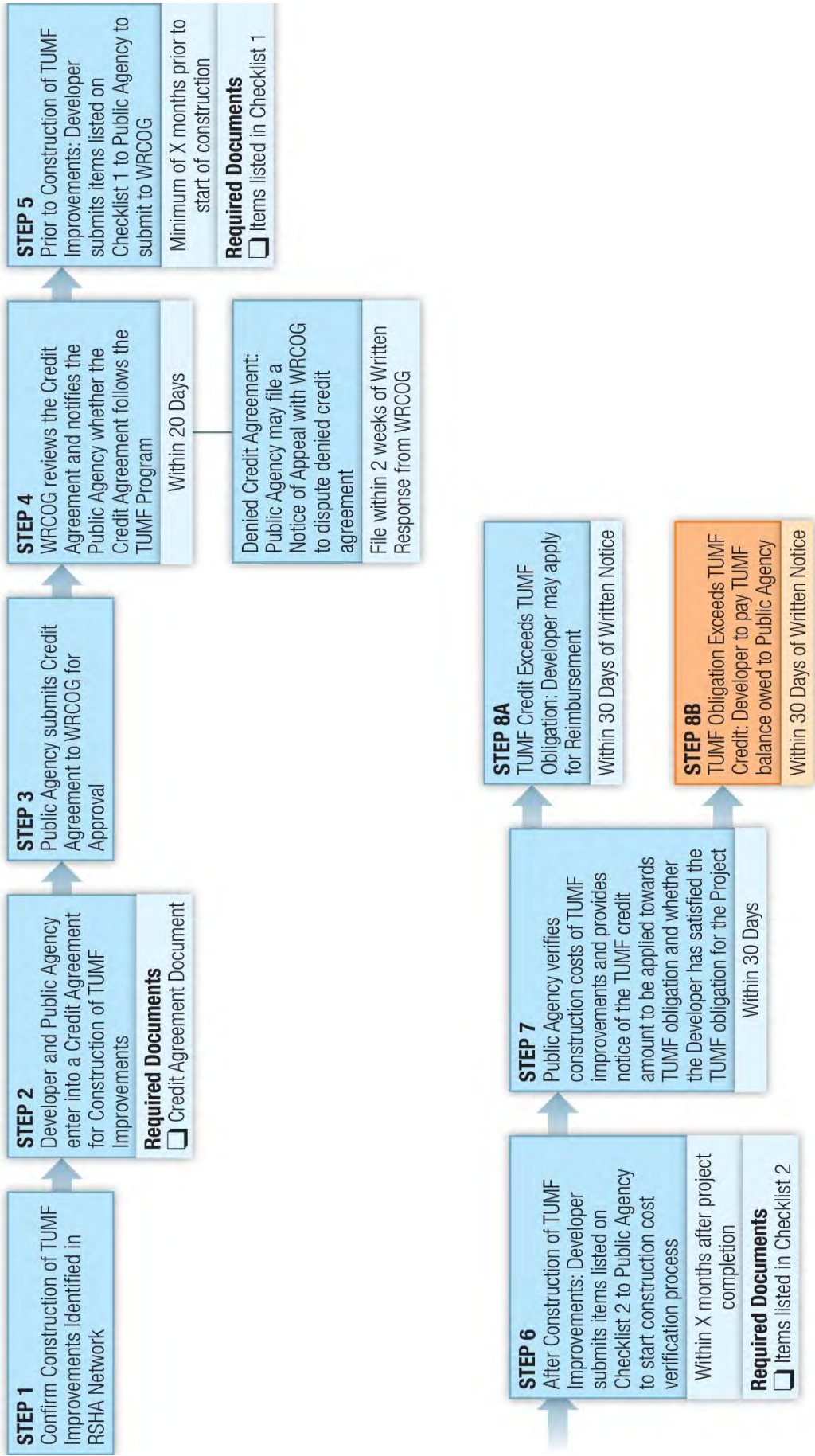


Figure 4.1: Credit for Construction of TUMF Improvements Process



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4.1 Credit for Construction of TUMF Improvements

For construction of TUMF improvements as identified on the RSHA Network, developers are entitled to a TUMF credit of up to 100% of the TUMF obligation fee, not to exceed the maximum TUMF share. TUMF credit shall be determined based on approved improvement plans and after conditions of approval have been determined.

The following are the steps to obtain TUMF Credits for the construction of TUMF improvements:

Step 1. Determine if Improvements Qualify for TUMF Credits

The public agency shall confirm that construction of TUMF improvements are identified in the RSHA Network.

Step 2. Credit Agreement with Public Agency

Developers are required to enter into a Credit Agreement for Construction of TUMF Improvements with the public agency to be eligible to receive TUMF credits. A model Credit/Reimbursement Master Agreement document template is provided in **Section 7, Checklists and Forms**.

Step 3. Credit Agreement Submittal to WRCOG

The public agency shall submit the Credit Agreement for Construction of TUMF Improvements to WRCOG for approval in accordance to the following:

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- Credit reimbursement agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

STEP 1

Confirm Construction of TUMF Improvements Identified in RSHA Network

STEP 2

Developer and Public Agency enter into a Credit Agreement for Construction of TUMF Improvements

Required Documents

☐ Credit Agreement Document

STEP 3

Public Agency submits Credit Agreement to WRCOG for Approval



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Step 4. Review by WRCOG

Upon receipt of a Credit Reimbursement Agreement, WRCOG will review and provide a written notification to the public agency within 20 days stating:

- a. Approved: The agreement complies with the TUMF Program; or
- b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement was not approved.

Denied Credit Agreement

In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval. If the public agency and WRCOG come to a disagreement, the public agency may appeal WRCOG's decision to WRCOG's Executive Director and Executive Committee as illustrated in **Figure 4.4, Denied Credit Agreement Appeals Process**, and outlined in **Section 4.6, Denied Credit Agreement Appeal Process**, within 2 weeks of the written notification from WRCOG.

Step 5. Prior to Construction of TUMF Improvements: Submit Items on Checklist 1

The developer will initiate project delivery of TUMF improvements by preparing a bid package per the public agency's requirements. Prior to construction of TUMF improvements, the developer is required to submit the items listed on **Checklist 1** found in **Section 7, Checklists and Forms**, to the public agency who then submits the items to WRCOG prior to start of construction.

Step 6. Post Construction of TUMF Improvements: Submit Items on Checklist 2

After TUMF improvements have been constructed, the developer is required to submit the items listed on **Checklist 2** found in **Section 7, Checklists and Forms**, to initiate the construction cost verification process to the public agency within X months after project construction is complete.

STEP 4

WRCOG reviews the Credit Agreement and notifies the Public Agency whether the Credit Agreement follows the TUMF Program

Within 20 Days

STEP 5

Prior to Construction of TUMF Improvements: Developer submits items listed on Checklist 1 to Public Agency to submit to WRCOG

Minimum of X months prior to start of construction

Required Documents

☐ Items listed in Checklist 1

STEP 6

After Construction of TUMF Improvements: Developer submits items listed on Checklist 2 to Public Agency to start construction cost verification process

Within X months after project completion

Required Documents

☐ Items listed in Checklist 2



WRCOG TUMF Credit/Reimbursement Manual

Step 7. Review by Public Agency

Upon receipt of items listed on **Checklist 2**, the public agency will verify the construction costs and provide a written notice determining the TUMF Credit amount to be applied towards the project to offset the TUMF Obligation and whether the Developer has fully satisfied the TUMF Obligation for the project.

STEP 7

Public Agency verifies construction costs of TUMF improvements and provides notice of the TUMF credit amount to be applied towards TUMF obligation and whether the Developer has satisfied the TUMF obligation for the Project

Within 30 Days



Step 8. TUMF Credit and TUMF Obligation

TUMF Credit Exceeds TUMF Obligation

If the TUMF credit amount exceeds the TUMF Obligation for the project, the project will be deemed to have completely satisfied its TUMF Obligation and the developer may apply for reimbursement as discussed in **Section 5, Developer TUMF Reimbursement**.

STEP 8A

TUMF Credit Exceeds TUMF Obligation: Developer may apply for Reimbursement

Within 30 Days of Written Notice

TUMF Obligation Exceeds TUMF Credit

If the TUMF Obligation exceeds the TUMF credit amount for the project, the developer will be required to pay the TUMF Obligation balance owed to the public agency within 30 days of the written notice from the public agency.

STEP 8B

TUMF Obligation Exceeds TUMF Credit: Developer to pay TUMF balance owed to Public Agency

Within 30 Days of Written Notice



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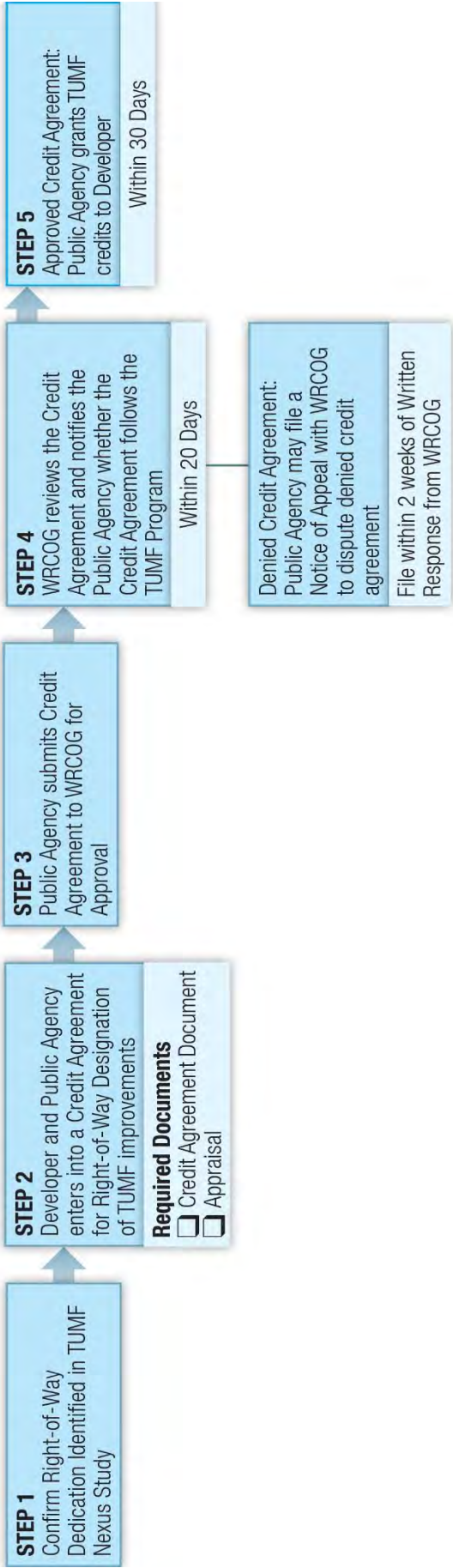


Figure 4.2: Credit for Right-of-Way Dedication Process



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4.2 Credit for Right-of-Way Dedication

A developer may receive TUMF credits for Right-of-Way (ROW) dedications. The ROW dedications that are eligible for TUMF credits are required to be:

- ROW dedications for RSHA improvements; and
- ROW dedications not part of construction projects.

The following are the steps to obtain TUMF Credits for Right-of-Way Dedication:

Step 1. Determine if ROW Dedication Qualifies for TUMF Credits

The public agency shall confirm that the ROW dedication is identified in the TUMF Nexus Study.

STEP 1

Confirm Right-of-Way Dedication Identified in TUMF Nexus Study

Step 2. Credit Agreement with Public Agency

The developer is required to enter into a Credit Agreement for ROW Dedication with the public agency to be eligible to receive TUMF credits. A model Credit/Reimbursement Master Agreement document template is provided in **Section 7, Checklists and Forms**. Each Credit Agreement for ROW Dedication shall include the following:

- Credit Agreement for ROW Dedication between developer and public agency; and
- Appraisal

Appraisals

An appraisal is required as part of the Credit Agreement and will be determined using one of the following methods:

- The developer provides to the public agency a current appraisal (no more than two years old), of the ROW to be dedicated. The public agency reviews it and determines if the appraisal is valid and acceptable; or
- The developer accepts the appraisal of the public agency.

The appraisal will determine the value of the ROW being dedicated and the amount eligible for credit, but will not exceed the maximum share of credits available for ROW dedication as identified in the current WRCOG TUMF Nexus Study.

STEP 2

Developer and Public Agency enters into a Credit Agreement for Right-of-Way Designation of TUMF improvements

Required Documents

- ☐ Credit Agreement Document
- ☐ Appraisal



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Step 3. Credit Agreement Submittal to WRCOG

The public agency shall submit the Credit Agreement for Construction of TUMF Improvements to WRCOG for approval in accordance to the following:

- Credit agreements shall be submitted electronically to WRCOG.
- Credit agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcomejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

Step 4. Review by WRCOG

Upon receipt of the Credit Agreement, WRCOG will review and provide a written notification to the public agency within 20 days stating:

- a. Approved: The agreement complies with the TUMF Program; or
- b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement was not approved.

Denied Credit Agreement

In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval. If the public agency and WRCOG come to a disagreement, the public agency may appeal WRCOG's decision to WRCOG's Executive Director and Executive Committee as illustrated in **Figure 4.4, Denied Credit Agreement Appeals Process**, and outlined in **Section 4.6, Denied Credit Agreement Appeals Process**, within 2 weeks of the written notification from WRCOG.

Step 5. Public Agency Grants TUMF Credits

Upon approval of the Credit Agreement for ROW Dedication, the public agency will pay the developer approved amounts within 30 days.

STEP 3

Public Agency submits Credit Agreement to WRCOG for Approval

STEP 4

WRCOG reviews the Credit Agreement and notifies the Public Agency whether the Credit Agreement follows the TUMF Program

Within 20 Days

STEP 5

Approved Credit Agreement: Public Agency grants TUMF credits to Developer

Within 30 Days



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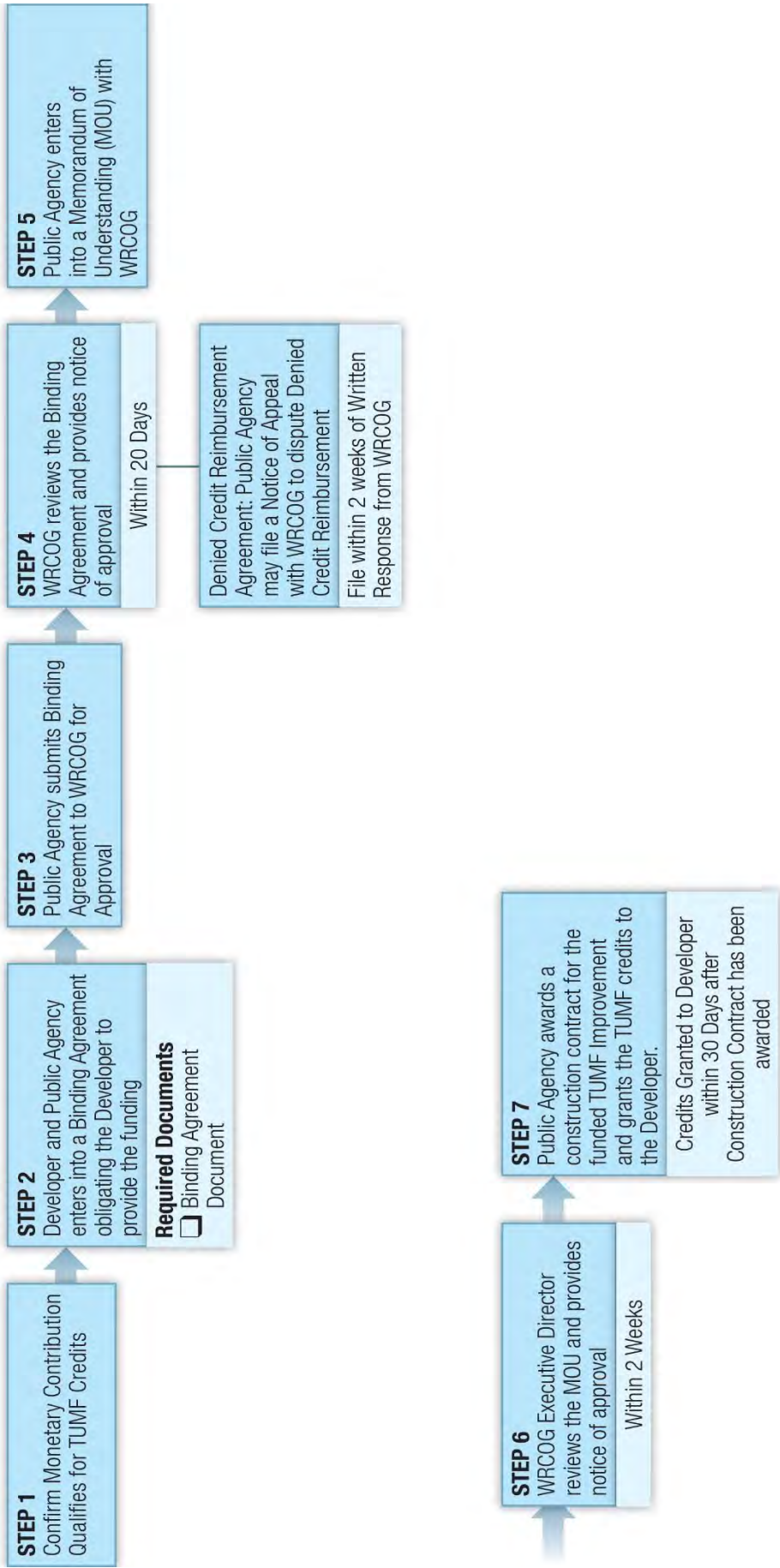


Figure 4.3: Credit for Monetary Contributions Process



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4.3 Credit for Monetary Contributions

For monetary contributions from developers to fund improvements, developers are entitled to a TUMF credit up to 100% of the TUMF obligation, not to exceed the maximum TUMF share as identified in the TUMF Nexus Study.

Provisions for Monetary Contributions

The following provisions apply to the public agency responsible for the monetary contribution:

- The public agency shall be responsible for construction of the improvement for which funding is provided by the developer;
- Improvements for which funding is provided shall not be eligible for TUMF Program prioritization or funding;
- In the event that not all funds contributed by a developer are spent within 3-years of contribution, the public agency shall remit any unspent funds received from the developer to WRCOG. The 3-year term may be extended by action of the WRCOG Executive Committee upon request of the public agency.

The following are the steps to obtain TUMF Credits for Monetary Contributions:

Step 1. Determine if Monetary Contribution Qualifies for TUMF Credits

The public agency shall confirm that the ROW dedication is identified in the TUMF Nexus Study. A developer may receive TUMF credit for monetary contributions funding one of the following types of improvements:

- A Regionally Significant Transportation Improvement, defined as those facilities that typically propose to have six lanes at build-out and extend between multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG;
- Any Type 1, 2, or 3 interchange on an interstate or state highway;
- Any railroad crossing with an estimated construction cost of more than \$10,000,000; and
- Any bridge located on a regionally significant arterial, defined as those facilities that typically propose to have six lanes at build out and extend multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG.

STEP 1

Confirm Monetary Contribution Qualifies for TUMF Credits





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Step 2. Binding Agreement with Public Agency

The developer is required to enter into a Binding Agreement for Monetary Contributions with the public agency obligating the developer to provide the funding and to be eligible to receive TUMF Credits.

Step 3. Binding Agreement Submittal to WRCOG

The public agency shall submit the executed Binding Agreement to WRCOG for approval in accordance to the following:

- Binding agreements shall be submitted electronically to WRCOG.
- Binding agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcomejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

Step 4. Review by WRCOG

Upon receipt of a Binding Agreement, WRCOG will review and provide a written notification to the public agency within 20 days stating:

- a. Approved: The agreement complies with the TUMF Program; or
- b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement was not approved.

Denied Credit Agreement

In the event WRCOG denies the binding agreement, the public agency may revise and resubmit the binding agreement for approval. If the public agency and WRCOG come to a disagreement, the public agency may appeal WRCOG's decision to WRCOG's Executive Director and Executive Committee as illustrated in **Figure 4.4, Denied Credit Agreement Appeals Process**, and outlined in **Section 4.6, Denied Credit Agreement Appeals Process**, within 2 weeks of the written notification from WRCOG.

STEP 2

Developer and Public Agency enters into a Binding Agreement obligating the Developer to provide the funding

Required Documents

- ☐ Binding Agreement Document

STEP 3

Public Agency submits Binding Agreement to WRCOG for Approval

STEP 4

WRCOG reviews the Binding Agreement and provides notice of approval

Within 20 Days



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Step 5. Memorandum of Understanding (MOU) with WRCOG

The public agency shall enter a MOU with WRCOG and provide information, as requested by WRCOG, to account for the credit and provide an explanation of why the improvement to be funded with the monetary contribution cannot be constructed by the developer.

Step 6. Approval from WRCOG Executive Director

Upon receipt of the MOU, the WRCOG Executive Director will review and provide a written approval of the MOU within 2 weeks. The Executive Director is encouraged to consult with the WRCOG Public Works Committee before approving the award of credit.

In the event the WRCOG Executive Director rejects the MOU, the public agency may revise and resubmit for approval of up to X times.

Step 7. Public Agency to Grant Credits

Upon approval of the MOU, the public agency will award the construction contract for the TUMF improvement for which the funding is contributed. Credit will only be granted to a developer after the public agency has awarded a construct contract for the improvement for which the funding is contributed has been awarded. Credits will be granted to the developer within 30 days after the construction contract has been awarded.

STEP 5

Public Agency enters into a Memorandum of Understanding (MOU) with WRCOG



STEP 6

WRCOG Executive Director reviews the MOU and provides notice of approval

Within 2 Weeks



STEP 7

Public Agency awards a construction contract for the funded TUMF Improvement and grants the TUMF credits to the Developer.

Credits Granted to Developer within 30 Days after Construction Contract has been awarded



4.4 Provisions for Developers Use of Credit

The following additional provisions apply to developers use of credits granted through the TUMF Program:

- All TUMF credits shall be used first by the developer to offset the TUMF obligation for the project.
- Credits may not be transferred or sold to other development projects, unless:
 - The property to which the credits are being transferred or sold is contiguous to the same TUMF facility and owned and conditioned for improvement by the same developer; and
 - The transfer is approved by WRCOG in writing.
- WRCOG may place conditions on the use, transfer, or sale of credits in order to maintain the integrity of the TUMF program. In some cases, a public agency may be required to acknowledge that the property is one contiguous project.
- Developers must exhaust all credits before they are eligible for reimbursements. Any reimbursement shall be made only in accordance with a reimbursement agreement as discussed in **Section 5, Developer TUMF Reimbursements**.

4.5 Provisions for Public Agencies Use of Credits

The following additional provisions apply to public agencies use of credits granted through the TUMF Program:

- Each public agency shall be responsible for the administration of TUMF credit agreements.
- Each public agency shall transmit all TUMF credit agreements to WRCOG within 60 days of execution by that public agency.
- A public agency may not allow a developer to pay the TUMF obligation fees before entering into a credit agreement with the expectation of receiving a refund.
- Any improvement made to the RSHA that is obligated through an existing fee district (prior to June 1, 2003) shall not be eligible for TUMF credit.
- Should it be determined that a public agency granted credits exceeding the maximum TUMF credit, that public agency shall provide WRCOG payment in the amount equal to the excess credit amount.
- Any project that is exempt from the fee is not entitled to fee credits or reimbursement.



Figure 4.4: Denied Credit Agreement Appeals Process



WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF Credit/Reimbursement Manual

4.6 Denied Credit Agreement Appeals Process

A public agency in coordination with the developer may appeal WRCOG's decision to deny a credit agreement by following the steps described below:

Step 1. File Notice of Appeal with WRCOG Executive Director

The public agency will file a notice of appeal with the WRCOG Executive Director within 2 weeks of WRCOG's written notice. **Section 7, Checklists and Forms**, provides **Attachment K: Form Template 6** as a model template to initiate the process.

Notice of Appeal Submittal

- Notice of Appeals shall be submitted electronically to WRCOG.
- Notice of Appeals shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

Step 2. Review by WRCOG Executive Director

Upon receipt of a notice of appeal, the WRCOG Executive Director will review and provide a written notification following **Attachment K: Form Template 6** within 2 weeks stating:

- a. Appeal Approved: WRCOG will approve credit agreement within 1 week.
- b. Appeal Denied

Step 3. File Request for Review to WRCOG Executive Committee

In the event the WRCOG Executive Director denies the appeal, the public agency may file a request for review to WRCOG's Executive Committee within 10 days of the WRCOG's Executive Directors written notice. **Section 7, Checklists and Forms**, provides **Attachment L: Form Template 7** as a model template to initiate the process.

Request for Review Submittal

- Request for Reviews shall be submitted electronically to WRCOG.
- Request for Reviews shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

STEP 1

File Notice of Appeal with WRCOG Executive Director

Required Documents

- ☐ Form Template 6: Notice of Appeal to WRCOG Executive Director for Denial of Requested Credit

STEP 2

Decision Rendered by WRCOG Executive Director

Within 2 Weeks

STEP 3

Appeal Denied:

File Request for Review to WRCOG Executive Committee

Within 10 Days of Executive Director's Written Decision

Required Documents

- ☐ Form Template 7: Request for Review to WRCOG Executive Committee for Denial of Credit Appeal



WRCOG TUMF Credit/Reimbursement Manual

Step 4. Final Review by WRCOG Executive Committee

Upon receipt of a request for review, the WRCOG Executive Committee will review and provide a written notification following **Attachment L: Form Template 7** within 2 weeks stating:

- a. Appeal Approved: WRCOG will approve credit agreement within 1 week.
- b. Appeal Denied: The decision of the WRCOG Executive Committee shall be final and the appeal shall be dismissed.

STEP 4

Final Decision Rendered by
WRCOG Executive Committee

Within 2 Weeks



WRCOG TUMF

5. Developer TUMF Reimbursements

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WRCOG TUMF Credit/Reimbursement Manual

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5. Developer TUMF Reimbursements

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5. Developer TUMF Reimbursements

Developers are eligible for reimbursement for the construction of TUMF facilities in certain instances. If a developer constructs TUMF improvements that cost more than the TUMF obligation, the developer may be reimbursed for eligible expenses based on actual project costs. Reimbursements shall be made through an agreement between the developer and the public agency, and contingent upon funds being available.

In all cases, reimbursements under such agreements must coincide with construction of the transportation improvements as scheduled in the Zone Five-Year Transportation Improvement Program adopted annually by WRCOG for all approved TUMF improvements. **Figure 5.1, Developer TUMF Reimbursement Process**, illustrates the TUMF reimbursement process for developers.



WRCOG TUMF Credit/Reimbursement Manual

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Figure 5.1: Developer TUMF Reimbursement Process



WRCOG TUMF Credit/Reimbursement Manual

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5.1 Obtaining a Reimbursement

The following illustrates the steps for developer reimbursements:

Step 1. Determine if Developer Qualifies for a Reimbursement

The developer may enter into a reimbursement agreement with the jurisdiction to reimburse the developer/owner for the direct and verifiable costs of constructing improvements to the Regional System of Highways and Arterials (RSHA) when all of the following conditions have been met:

- All available credits have been exhausted;
- The improvements received prior approval from the jurisdiction and WRCOG based on review of the TUMF project priority list; and
- The jurisdiction and WRCOG have reviewed and approved the scope of the project to be constructed.

In no event, shall the developer be reimbursed for improvements to the RSHA in excess of the most current approved Maximum TUMF Share for the facility on the TUMF network at the time that the Credit Reimbursement Agreement is executed.

Step 2. Credit Reimbursement Agreement with Public Agency

The developer is required to enter into a Credit Reimbursement Agreement with the Public Agency to be eligible to receive a reimbursement. A model Credit/Reimbursement Master Agreement document template is provided in **Section 7, Checklists and Forms**.

Step 3. Credit Reimbursement Agreement Submittal to WRCOG

The public agency shall submit the Credit Reimbursement Agreement to WRCOG for review in accordance to the following:

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- Credit reimbursement agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

STEP 1

Confirm Developer Qualifies for a Reimbursement

STEP 2

Developer and Public Agency enter into a Credit Reimbursement Agreement

Required Documents

- ☐ Credit Reimbursement Agreement Document

STEP 3

Public Agency submits Credit Reimbursement Agreement to WRCOG for Approval



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Step 4. Review by WRCOG

Upon receipt of a Credit Reimbursement Agreement, WRCOG will review and provide a written notification to the public agency within 20 days stating:

- a. Approved: The agreement complies with the TUMF Program; or
- b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement was not approved.

Denied Credit Reimbursement Agreement

In the event WRCOG denies the credit reimbursement agreement, the public agency may revise and resubmit the credit reimbursement agreement for approval. If the public agency and WRCOG come to a disagreement, the public agency may appeal WRCOG's decision to WRCOG's Executive Director and Executive Committee as illustrated in **Figure 5.2, Denied Credit Reimbursement Agreement Appeals Process**, and outlined in **Section 5.3, Denied Credit Reimbursement Agreement Appeal Process**.

Section 7, Checklists and Forms, provides **Attachment K: Form Template 6** and **Attachment L: Form Template 7** as model templates to initiate the appeals process.

Step 5. Approved Credit Reimbursement Agreement

Upon approval of the Credit Reimbursement Agreement, the public agency will pay the developer approved amounts within 30 days.

STEP 4

WRCOG reviews the Credit Reimbursement Agreement and notifies the Public Agency whether the Credit Reimbursement Agreement follows the TUMF Program

Within 20 Days



STEP 5

Approved Credit Reimbursement Agreement: Public Agency grants TUMF credits to Developer

Within 20 Days

5.2 Provisions

The following additional provisions apply to reimbursements granted through the TUMF Program. TUMF Reimbursements shall be in accordance with the following:

- A development that is exempt from paying the TUMF is not eligible for reimbursement.



WRCOG TUMF Credit/Reimbursement Manual



Figure 5.2: Denied Credit Reimbursement Agreement Appeals Process



WRCOG TUMF Credit/Reimbursement Manual

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5.3 Denied Credit Reimbursement Agreement Appeal Process

A public agency in coordination with the developer may appeal WRCOG's decision to deny a credit reimbursement agreement by following the steps described below:

Step 1. File Notice of Appeal with WRCOG Executive Director

The public agency will file a notice of appeal with the WRCOG Executive Director within 2 weeks of WRCOG's written notice. **Section 7, Checklists and Forms**, provides **Attachment I: Form Template 4** as a model template to initiate the process.

Notice of Appeal Submittal

- Notice of Appeals shall be submitted electronically to WRCOG.
- Notice of Appeals shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

Step 2. Review by WRCOG Executive Director

Upon receipt of a notice of appeal, the WRCOG Executive Director will review and provide a written notification following **Attachment I: Form Template 4** within 2 weeks stating:

- a. Appeal Approved: Public agency will pay approved amount to the developer within 30 days.
- b. Appeal Denied

Step 3. File Request for Review to WRCOG Executive Committee

In the event the WRCOG Executive Director denies the appeal, the public agency may file a request for review to WRCOG's Executive Committee within 10 days of the WRCOG's Executive Directors written notice. **Section 7, Checklists and Forms**, provides Attachment J: **Form Template 5** as a model template to initiate the process.

Request for Review Submittal

- Request for Reviews shall be submitted electronically to WRCOG.
- Request for Reviews shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

STEP 1

File Notice of Appeal with WRCOG Executive Director

Required Documents

- ☐ Form Template 4: Notice of Appeal to WRCOG Executive Director for Denial of Requested Reimbursement

STEP 2

Decision Rendered by WRCOG Executive Director

Within 2 Weeks

STEP 3

Appeal Denied:

File Request for Review to WRCOG Executive Committee

Within 10 Days of Executive Director's Written Decision

Required Documents

- ☐ Form Template 5: Request for Review to WRCOG Executive Committee for Denial of Reimbursement Appeal



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Step 4. Final Review by WRCOG Executive Committee

Upon receipt of a request for review, the WRCOG Executive Committee will review and provide a written notification following **Attachment J: Form Template 5** within 2 weeks stating:

- a. Appeal Approved: Public agency will pay approved amount to the developer within 30 days.
- b. Appeal Denied: The decision of the WRCOG Executive Committee shall be final and the appeal shall be dismissed.

STEP 4

Final Decision Rendered by
WRCOG Executive Committee

Within 2 Weeks



WRCOG TUMF

6. Local Match Contribution

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WRCOG TUMF Credit/Reimbursement Manual



5. Local Match Contribution

For TUMF Reimbursements Claimed by Public Agencies, the WRCOG TUMF Program will reimburse up to 75 percent of the total programmed project cost. Public agencies are responsible for at least 25 percent of the programmed project costs through alternative funding sources. Local match contributions shall be indicated in the Reimbursement Agreement and tracked as part of the public agency's quarterly invoicing and progress reports (**Section 7, Attachment H, Form Template 3**).



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WRCOG TUMF

7. Checklists and Forms

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7. Checklists and Forms

The following Checklists and Forms are provided as model form templates:

- ☐ WRCOG TUMF Public Agency Reimbursement Agreement (**Attachment A**)
- ☐ WRCOG TUMF Developer Credit and Reimbursement Master Agreement (**Attachment B**)
- ☐ Checklist 1: Developer Credit Agreement to Construct TUMF Improvements- List of Documents and Requirements Prior to Construction of TUMF Improvements (**Attachment C**)
- ☐ Checklist 2: Developer Credit Agreement to Construct TUMF Improvements- List of Documents and Requirements to Initiate Construction Cost Verification Process (**Attachment D**)
- ☐ Checklist 3: Public Agency Reimbursement Quarterly Invoice Packet Forms List (**Attachment E**)
- ☐ Form Template 1: Quarterly Invoice Cover Letter (MS Word) (**Attachment F**)
- ☐ Form Template 2: Quarterly Progress Report (MS Word) (**Attachment G**)
- ☐ Form Template 3: Reimbursement Quarterly Invoice (MS Excel) (**Attachment H**)
- ☐ Form Template 4: Notice of Appeal to WRCOG Executive Director for Denial of Requested Reimbursement (MS Word) (**Attachment I**)
- ☐ Form Template 5: Request for Review to WRCOG Executive Committee for Denial of Reimbursement Appeal (MS Word) (**Attachment J**)
- ☐ Form Template 6: Notice of Appeal to WRCOG Executive Director for Denial of Requested Credit (MS Word) (**Attachment K**)
- ☐ Form Template 7: Request for Review to WRCOG Executive Committee for Denial of Credit Appeal (MS Word) (**Attachment L**)



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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT A

WRCOG TUMF Public Agency Reimbursement Agreement



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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
[INSERT PROJECT NAME]**

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

RECITALS

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

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

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

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

AGREEMENT

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

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

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

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2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed [INSERT DOLLAR AMOUNT IN TEXT FORM] (\$ _____) [INSERT DOLLAR AMOUNT IN NUMBER FORM], to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by invoice cover letter, progress report, detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices quarterly, not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG will review requested reimbursement amounts and respond to the AGENCY within thirty (30) days. WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall

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be paid by WRCOG to the AGENCY within thirty (30) days. ~~In the event that~~ If WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the AGENCY shall may file a Notice of Appeal to WRCOG's Executive Director. the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in the WRCOG TUMF Credit/Reimbursement Manual.Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG,

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and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. The AGENCY shall provide at least dollars (\$_____) **[INSERT DOLLAR AMOUNT IN NUMBER FORM]** of funding toward the Work, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects. **[IF NO LOCAL MATCH FUNDS ARE REQUIRED DELETE THE PRECEDING TEXT AND REPLACE IT WITH THE FOLLOWING: "AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."]**

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

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

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

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

15. Termination.
 (a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by

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the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

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

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

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

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

18. Indemnification.

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

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ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per

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occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:

Telephone: _____
Facsimile: _____

If to WRCOG:

Western Riverside Council of Governments
Riverside County Administrative Center

For Public Agency Use Only

4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Ruthanne Taylor Berger, Deputy Executive Director
Telephone: (951) 955-8304
Facsimile: (951) 787-7991

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[INSERT AGENCY NAME]

By: _____ Date: _____

Rick Bishop
Executive Director

By: _____ Date: _____

Approved to Form:

By: _____ Date: _____

Steven C. DeBaun
General Counsel

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EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK: [DELETE THIS PARAGRAPH AND INSERT DETAIL THE PHASE(S) OF WORK TO BE PERFORMED UNDER THIS AGREEMENT. (Note: Detail the full Project description on Exhibit B.) Provide specific information regarding the Work to be performed, identify the reaches of the work and include a general location map and site map, if applicable.]

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EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL			

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EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

[DELETE THIS PARAGRAPH AND PROVIDE, AT A MINIMUM, THE BEGINNING AND ENDING DATES FOR EACH PHASE OF WORK INCLUDING MAJOR MILESTONES WITHIN A PHASE.]

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL			

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Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1, Sample for Professional Services” into its contracts with any subcontractors.

For standard methods for preparation of invoices the AGENCY should refer to the WRCOG TUMF Credit/Reimbursement Manual. ~~to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.~~

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

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7. ~~Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:~~

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

~~Signed _____~~

~~Title _____~~

~~Date _____~~

~~Invoice No. _____~~

8. ~~WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.~~

9. ~~The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.~~

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

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2. DIRECT SALARY RATES

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

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

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

[sample]

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

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

3. INVOICING.

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

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

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

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

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EXHIBIT B-2

Sample Cover Letter to WRCOG

Date

Western Riverside Council of Governments

Riverside County Administrative Center

4080 Lemon Street, Third Floor

Riverside, California 92501-3679

Attention: Deputy Executive Director

ATTN: Accounts Payable

Re: Project Title—Invoice #—

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

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

Total Authorized Agreement Amount: _____ \$0,000,000.00

Total Invoiced to Date: _____ \$0,000,000.00

Total Previously Invoiced: _____ \$0,000,000.00

Balance Remaining: _____ \$0,000,000.00

Amount due this Invoice: _____ \$0,000,000.00

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

By: _____

Name

Title

cc:

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EXHIBIT B-3
~~Sample Letter from Contractor to AGENCY~~

Month/Date/Year

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

Invoice # _____

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

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

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

~~TOTAL AUTHORIZED CONTRACT AMOUNT: \$000,000.00~~

~~Total Invoice to Date: \$000,000.00
Total Previously Billed: \$000,000.00
Balance Remaining: \$000,000.00~~

~~Amount Due this Invoice: \$000,000.00~~

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

~~By: _____
____ Name
____ Title~~

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

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EXHIBIT B-5
Sample Progress Report

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

~~A. Activities and Work Completed during Current Work Periods~~

- ~~TASK 01 — 100% PS&E SUBMITTAL~~
~~1. Responded to Segment 1 comments from Department of Transportation~~
~~2. Completed and submitted Segment 1 final PS&E~~

~~B. Current/Potential Problems Encountered & Corrective Action~~

~~Problems~~ ~~Corrective Action~~
~~None~~ ~~None~~

~~C. Work Planned Next Period~~

- ~~TASK 01 — 100% PS&E SUBMITTAL~~
~~1. Completing and to submit Traffic Signal and Electrical Design plans~~
~~2. Responding to review comments~~

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT B

WRCOG TUMF Developer Credit and Reimbursement Master Agreement



WRCOG TUMF Credit/Reimbursement Manual

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For Use Between Public Agency and Developer
"Master Agreement"

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ____ day of _____, 20____, by and between the [**INSERT "City" OR "County"] of _____, [**a California municipal corporation or a subdivision of the State of California **] ("AGENCY"), and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns ____ acres of real property located within the AGENCY of _____, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described _____ as

_____ ("Project");

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 17 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted "Transportation Uniform Mitigation Fee Nexus Study: 201709 Update" ("~~TUMF2009~~ Nexus Study")

WHEREAS, as a condition to AGENCY's approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

For Use Between Public Agency and Developer

"Master Agreement"

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the [TUMF2009](#) Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **[INSERT TUMF IMPROVEMENTS]**

_____, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall

For Use Between Public Agency and Developer "Master Agreement"

not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

For Use Between Public Agency and Developer "Master Agreement"

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or

For Use Between Public Agency and Developer "Master Agreement"

injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

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8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY's issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and

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absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than _____ (___%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its

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contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AGENCY, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, its elected officials, employees, or agents.

13.0 Insurance.

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13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below (“Required Insurance”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers’ Compensation. Workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers’ compensation insurance, shall name AGENCY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, its elected

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officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY in connection with any damage or harm covered by such policy.

13.5Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY.

13.7Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0TUMF Credit.

14.1Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY _ pursuant to (insert appropriate reference for city or county) as part of the TUMF Program is **[INSERT DOLLAR VALUE OF TUMF REQUIREMENT]** (\$ _____) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of (insert appropriate reference for city or county).

14.3Credit Offset Against TUMF Obligation. Pursuant to (insert appropriate reference for city or county) and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the

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lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the [TUMF2009](#) Nexus Study and the TUMF Administrative Plan adopted by WRCOG (“Unit Cost Assumptions”).

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as “Estimated Credit”. At no time will the Credit exceed the Developer’s TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit “C”. The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement (“Verified Costs”). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

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14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with (insert appropriate reference for city or county) to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with (insert appropriate reference for city or county) (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

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15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between AGENCY and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: [INSERT "CITY" OR "COUNTY"] OF _____

Fax No. (909) _____

To Developer: _____

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Attn: _____

Fax No. (____) _____

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement
as of the day and year first above written.**

DEVELOPER:

[**INSERT NAME OF DEVELOPER**]

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[**INSERT "CITY" OR "COUNTY" OF
_____*]:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

EXHIBIT A-1

EXHIBIT “B”
FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

EXHIBIT B

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of _____ (\$_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

EXHIBIT B

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the _____ corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal) _____
Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of

(\$ _____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development

EXHIBIT B

Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the _____ corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal) _____
Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT “C”

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

For Use Between Public Agency and Developer
"Master Agreement"

EXHIBIT "D"

**REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 20____, by and between the [INSERT "City" OR "County"] of _____, **[**INSERT "a California municipal corporation" FOR CITY OR "a subdivision of the State of California" FOR COUNTY**]** ("AGENCY"), and _____, a California **[**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**]**, with its principal place of business at **[**ENTER ADDRESS**]** ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY and Developer are parties to an agreement dated _____, 20____, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

For Use Between Public Agency and Developer "Master Agreement"

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

For Use Between Public Agency and Developer "Master Agreement"

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

For Use Between Public Agency and Developer
"Master Agreement"

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[INSERT "City" OR "County") of _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT D-4

EXHIBIT “E”

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

THIS INFORMATION IS INCLUDED IN THE WRCOG TUMF REIMBURSEMENT MANUAL

- ~~1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
 - ~~a. Prepare a separate bid package for the TUMF Improvements.~~
 - ~~b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.~~
 - ~~c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.~~
 - ~~d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.~~
 - ~~e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.~~~~
- ~~2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:
 - ~~a. Copies of all information listed under Item 1 above.~~
 - ~~b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.~~~~
- ~~3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - ~~a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.~~
 - ~~b. Developer shall have satisfied the AGENCY's inspection punch list.~~
 - ~~c. After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.~~
 - ~~d. AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.~~
 - ~~e. Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.~~
 - ~~f. Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.~~~~

- ~~g. Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:~~
- ~~i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.~~
 - ~~ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.~~
 - ~~iii. Invoices from all vendors and service providers.~~
 - ~~iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.~~
 - ~~v. Final lien releases from each contractor and vendor (unconditional waiver and release).~~
 - ~~vi. Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.~~
 - ~~vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE]~~

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT

TUMF Obligation:	\$1,330,000	
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less		<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)	

RECONCILIATION

TUMF Obligation:	\$1,330,000	
Actual Credit:	<u>\$1,200,000</u>	
TUMF Balance (Payment to TUMF):		\$130,000

Example B: "REIMBURSEMENT"

CREDIT

TUMF Obligation:	\$1,330,000	
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less		<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)	

RECONCILIATION

TUMF Obligation:	\$1,330,000	
Actual Credit:	<u>\$1,500,000</u>	
Reimbursement Agreement with Developer (Based on Priority Ranking):		(\$170,000)

Example C: "TUMF OVERPAYMENT"

CREDIT

TUMF Obligation:	\$1,330,000	
Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less		<u>\$1,200,000</u>
Remaining TUMF Obligation:	\$130,000	
Prorated Fee: \$130,000 / 200 du =	\$650 / du	

RECONCILIATION

Actual Credit:	\$1,300,000	
TUMF payments from Developer (\$650 per unit x 200 units)		<u>\$130,000</u>
Actual Credit plus TUMF Payment	\$1,430,000	
TUMF Obligation:	\$1,330,000	
Actual Credit plus TUMF Payment		<u>\$1,430,000</u>
TUMF Overpayment (Refund to Developer):		(\$100,000)

EXHIBIT “G”
MODEL AMENDMENT

[ATTACH BEHIND THIS PAGE]

EXHIBIT G-1

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT C

Checklist 1: Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements Prior to Construction of TUMF Improvements



WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF Credit/Reimbursement Manual

CHECKLIST 1

Developer Credit Agreement to Construct TUMF Improvements
List of Documents and Requirements Prior to Construction of TUMF Improvements

DEVELOPER must provide the following:

- ☐ Bid package prepared per bidding processes and requirements of Public Agency public works department
- ☐ Copies of plans, cost estimate, specifications, and contract documents showing that contractor will pay prevailing wages and comply with applicable provisions of the Labor Code, Governments Code, and Public Contract Code relating to Public Works Projects
- ☐ Copies of the contract(s) for the construction of TUMF improvements awarded to the lower responsible bidder(s) for the construction of such facilities in accordance with the public agency's requirements and guidelines
- ☐ Copies of contractor(s) proof of insurance coverage throughout the duration of construction
- ☐ Copy of Surety Bond, Letter of Credit, or other form of security permitted under the Credit Agreement and acceptable to the Public Agency and WRCOG

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ATTACHMENT D

Checklist 2: Developer Credit Agreement to Construct TUMF Improvements List of Documents and Requirements to Initiate Construction Cost Verification Process



WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF Credit/Reimbursement Manual

CHECKLIST 2

Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements to Initiate Construction Cost Verification Process

- ☐ Complete construction by DEVELOPER of all TUMF Improvements in accordance with the approved Plans and Specifications
- ☐ Satisfaction by DEVELOPER of the PUBLIC AGENCY's inspection punch list for constructed TUMF improvements
- ☐ Final inspection release letter from PUBLIC AGENCY to DEVELOPER after final inspection and approval of completed TUMF improvements
- ☐ Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code filed by PUBLIC AGENCY at the County Recorder's Office; PUBLIC AGENCY should submit a copy of the Notice of Completion to WRCOG
- ☐ DEVELOPER should submit copies of the As-Built plans for the TUMF improvements to the PUBLIC AGENCY
- ☐ DEVELOPER should submit copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation, and maintenance of any TUMF Improvements to the PUBLIC AGENCY
- ☐ DEVELOPER should submit a documentation package to the PUBLIC AGENCY to determine the final cost of the TUMF Improvements, which shall include, at a minimum, the following documents related to the TUMF Improvements:
 - ☐ Plans, specifications, and DEVELOPER's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates
 - ☐ Contracts/agreements, insurance certificates and change orders with each vendor or contractor
 - ☐ Invoices from all vendors and service providers
 - ☐ Copies of cancelled checks, front and back, for payments made to contractors, vendors, and service providers
 - ☐ Final lien releases from each contractor and vendor (unconditional waiver and release)
 - ☐ Certified contract workers' payroll for PUBLIC AGENCY verification of compliance with prevailing wages
 - ☐ A total cost summary, in spreadsheet (MS Excel), showing a breakdown of the total costs incurred; the summary should include for each item claimed, the check number, cost, invoice numbers, and name of payee

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT E

Checklist 3: Public Agency Reimbursement Quarterly Invoice Packet Forms List



WRCOG TUMF Credit/Reimbursement Manual

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WRCOG TUMF Credit/Reimbursement Manual

CHECKLIST 3

Public Agency Reimbursement Quarterly Invoice Packet Forms List

- ☐ Quarterly Invoice Cover Letter (FORM TEMPLATE 1)
- ☐ Quarterly Progress Report (FORM TEMPLATE 2)
- ☐ Quarterly Summary Invoice (FORM TEMPLATE 3)
- ☐ Detailed Consultant/Contractor Invoices
- ☐ Documents Showing Payment of Consultant/Contractor Invoices by Public Agency

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT F

Form Template 1: Quarterly Invoice Cover Letter



WRCOG TUMF Credit/Reimbursement Manual

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FORM TEMPLATE 1
QUARTERLY INVOICE COVER LETTER

Date

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

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with TUMF Agreement No. _____ effective (Month/Day/Year).

The required support documentation received from each contractor is included as backup to the invoice.

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

	TUMF Phase (PA&ED, PS&E, etc.)	TUMF TOTAL
Total Authorized Agreement Amount		
Total Invoiced to Date		
Total Previously Invoiced		
Balance Remaining		

Amount due this Invoice:

\$0,000,000.00
=====

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

By: _____
Name
Title

cc:

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT G

Form Template 2: Quarterly Progress Report



WRCOG TUMF Credit/Reimbursement Manual

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FORM TEMPLATE 2
QUARTERLY PROGRESS REPORT

PROJECT TITLE: _____

TUMF AGREEMENT # _____

QUARTERLY PROGRESS REPORT # _____

DATE: _____ REPORTING PERIOD: From: _____ To: _____

PUBLIC AGENCY: _____

Quarterly Progress Report

A. Activities and Work Complete During Current Work Periods

A.1

A.2

A.3

Etc.

B. Current/Potential Problems Encountered and Corrective Action

B.1

B.2

B.3

Etc.

C. Work Planned Next Period

C.1

C.2

C.3

Etc.

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT I

Form Template 4: Notice of Appeal to WRCOG Executive Director for Denial of Requested Reimbursement



WRCOG TUMF Credit/Reimbursement Manual

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FORM TEMPLATE 3
Reimbursement Quarterly Invoice

Project Title: _____

Agency: _____

Invoice Date: _____

Invoice Number _____

TUMF Agreement Number _____

To: Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
MS 1032
Riverside, CA 92501-3609
Attn: Accounts Payable

Total Reimbursement Requested \$ -

FOR PUBLIC AGENCY USE	
Invoice Description	Summary Description of Invoice Project Tasks
Consultant/Contractor	Name of Consultant/Contractor Completing Project Tasks on Invoice
TUMF Phase	PA&ED (Project Approvals & Environmental Documentation; PS&E (Plans, Specifications, and Estimates); R/W (Right-of-Way Acquisition); CON (Construction)
Total Invoice Amount	Total Amount Indicated on Invoice
Local Share Amount	Portion of Total Amount on Invoice Reimbursed through Local Share (if applicable)
Total Reimbursement Requested	Total Reimbursement Amount Requested minus Local Share
FOR WRCOG USE	
Invoice Approved	YES= Approved; NO= Denied; PARTIAL= Portion of invoice amount approved
Amount Approved	Amount of Submitted Invoice Approved by WRCOG
Reason for Denial of Invoice Amount	Reason(s) for Denial of Submitted Invoice Amounts

FOR PUBLIC AGENCY USE					
Invoice Description	Consultant/Contractor	TUMF Phase	Total Invoice Amount	Local Share Amount	Total Reimbursement Requested
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Total Reimbursement Requested			\$ -		

FOR WRCOG USE		
Invoice Approved? (YES, NO, PARTIAL)	Amount Approved	Reason(s) for Denial of Invoice Amounts
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total Reimbursement Approved	\$ -	

The invoice is a true, complete and correct statement of work performed, reimbursable costs and progress. The backup information included with the invoice is true, complete and correct in all material respects.

Signed

Date

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT I

Form Template 4: Notice of Appeal to WRCOG Executive Director for Denial of Requested Reimbursement



WRCOG TUMF Credit/Reimbursement Manual

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FORM TEMPLATE 4
NOTICE OF APPEAL TO WRCOG EXECUTIVE DIRECTOR FOR DENIAL OF REQUESTED REIMBURSEMENT

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

Re: Notice of Appeal for Denied Reimbursement of Costs for PROJECT TITLE- INVOICE # _____

The City of _____ would like to appeal the denial of the following requested reimbursement amounts for professional and technical services that was rendered by our contractors in connection with TUMF Agreement No. _____ effective (Month/Day/Year).

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

Description of Project Costs Denied	Amount Denied	WRCOG's Reason for Denial	Public Agency's Reason for Appeal

WRCOG's Executive Director will review and remit a copy of this form to the Public Agency filing the notice of appeal.

FOR WRCOG USE		
Description of Project Costs Denied	Appeal Approved or Denied?	Date of Decision

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT J

Form Template 5: Request for Review to WRCOG Executive Committee for Denial of Reimbursement Appeal



WRCOG TUMF Credit/Reimbursement Manual

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FORM TEMPLATE 5
REQUEST FOR REVIEW TO WRCOG EXECUTIVE COMMITTEE FOR DENIAL OF TUMF REIMBURSEMENT APPEAL

Date _____
 Attention: Executive Committee
 Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679

Re: Request for Review of Denial of TUMF Reimbursement Appeal for PROJECT TITLE- INVOICE # _____

The City of _____ would like to request a review of the denial of the notice of appeal submitted to the WRCOG's Executive Director on (Month/Day/Year). The WRCOG Executive Director denied the appeal on (Month/Day/Year) for reasons summarized below.

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

Description of Project Costs Denied	Public Agency's Reason for Appeal	WRCOG Executive Director's Reason for Denial of Appeal

WRCOG's Executive Committee will review and remit a copy of this form to the Public Agency filing the request for review of appeal.

FOR WRCOG USE		
Description of Project Costs Denied	Appeal Approved or Denied?	Date of Decision

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT K

**Form Template 6: Notice of Appeal to WRCOG Executive Director for Denial of
Requested Credit**



WRCOG TUMF Credit/Reimbursement Manual

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FORM TEMPLATE 6

Attention: Executive Director

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679

Re: Notice of Appeal for Denied TUMF Credit for PROJECT TITLE

The City of _____, in cooperation with _____ (Developer), would like to appeal the denial of the following requested TUMF credit for (Circle One):

- (1) Construction of TUMF Improvement | (2) Right-Of-Way Dedication for TUMF Improvement | (3) Monetary Contribution for TUMF Improvement

The TUMF Credit application was submitted to WRCOG on _____ (Date)

WRCOG's Reason for Denial of Credit Request: _____

Public Agency's Reason for Appeal:

WRCOG's Executive Director will review and remit a copy of this form to the Public Agency filing the notice of appeal.

FOR WRCOG USE		
Appeal Approved or Denied?	Date of Decision	WRCOG Executive Director's Reason for Denial of Appeal

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WRCOG TUMF Credit/Reimbursement Manual

ATTACHMENT L

Form Template 7: Request for Review to WRCOG Executive Committee for Denial of Credit Appeal



WRCOG TUMF Credit/Reimbursement Manual

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FORM TEMPLATE 7
REQUEST FOR REVIEW TO WRCOG EXECUTIVE COMMITTEE OF DENIAL OF CREDIT APPEAL

Date _____
 Attention: Executive Committee
 Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679

Re: Request for Review of Denial of TUMF Credit Appeal for PROJECT TITLE _____

The City of _____, in cooperation with _____ (Developer), would like to request a review of the denial of the notice of appeal for a TUMF credit submitted to WRCOG's Executive Director on (Month/Day/Year). The requested TUMF credit was for (Circle One):

- (1) Construction of TUMF Improvement | (2) Right-Of-Way Dedication for TUMF Improvement | (3) Monetary Contribution for TUMF Improvement
- The WRCOG Executive Director denied the appeal on (Month/Day/Year) for reasons summarized below.

Public Agency's Reason for Appeal: _____

WRCOG Executive Director's Reason for Denial of Appeal: _____

WRCOG's Executive Committee will review and remit a copy of this form to the Public Agency filing the request for review of appeal.

FOR WRCOG USE		WRCOG Executive Committee's Reason for Denial of Appeal
Appeal Approved or Denied?	Date of Decision	

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WRCOG TUMF

8. Frequently Asked Questions (FAQ)

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8. Frequently Asked Questions (FAQ)

1. What is WRCOG's TUMF Program?

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the TUMF Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. As administrator of the TUMF Program, WRCOG allocates TUMF funds to the Riverside County Transportation Commission, the Riverside Transit Agency (RTA), the Western Riverside Regional Conservation Authority (RCA), and groupings of jurisdictions—referred to as TUMF zones. Collected fees are used for planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities and acquisition of open space.

2. How are TUMF fees determined?

For a fee program to be established, State law (Mitigation Fee Act) requires that a "Nexus Study" be prepared to establish the relationship between new growth in the region and the need for transportation improvements to mitigate the traffic impacts from new development. WRCOG prepares the Nexus Study that involves a multi-step process that examines, among other variables, future growth in the region, the road network needed to serve new development, and the estimated cost of needed improvements.

3. Are there exemptions to the TUMF fees?

Several development types are exempt from TUMF fees, as described in the TUMF Ordinance and Administrative Plan. Low-income residential housing, government and public buildings, public and private schools (K-12, non-profit), rehabilitation or reuse of an existing building, development agreements prior to July 2003, and the sanctuary building of a church or a house of worship are exempt from paying TUMF fees.

4. Where can I find the current TUMF fees?

The current TUMF fee schedule can be found on WRCOG's website (<http://www.wrcog.cog.ca.us/199/Administration-Fees>), and in the TUMF Nexus Study.

5. What is the TUMF Network?

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County. The TUMF Network (also known as the Western Riverside County Regional System of Highways and Arterials) represents the extents of the network of highways and roadways that are eligible for TUMF funded improvements.

6. What is the Maximum TUMF Share?

The Maximum TUMF Share is the maximum amount of a project's total cost that is eligible for funding through the TUMF Program. The TUMF Nexus Study provides cost calculations for each segment on the TUMF Network along with the maximum TUMF share.



WRCOG TUMF Credit/Reimbursement Manual

7. Are all project costs eligible for TUMF reimbursement?

The TUMF Administrative Plan provides a list of specific project costs eligible for TUMF reimbursement. These costs are also summarized in Section 2 of this TUMF Credit/Reimbursement Manual.

8. Are Developers eligible for a TUMF reimbursement?

Developers are eligible for TUMF reimbursement for the construction of TUMF facilities in certain instances. If a developer constructs TUMF improvements that cost more than the TUMF obligation, the developer may be reimbursed for eligible expenses based on actual project costs.

9. When should a Public Agency submit invoices for TUMF reimbursement?

Public agencies should submit reimbursement invoices to WRCOG quarterly beginning in September of each fiscal year.

10. Can Developers and Public Agencies appeal the denial of TUMF credits and reimbursements?

The TUMF Program provides for an appeals process in cases where Developers and Public Agencies believe credits and reimbursements have been denied incorrectly. Developers and public agencies may file a notice of appeal to the WRCOG Executive Director, and if the appeal is not resolved, then the matter goes to the WRCOG Executive Committee for final determination.



Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Active Transportation Plan – Final Project List

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

Date: June 8, 2017

The purpose of this item is to provide a final project list for Committee members to review. This project list will be included in the Western Riverside County Active Transportation Plan (ATP), with the goal of assisting jurisdictions to attain Active Transportation grant funding.

Requested Action:

1. Discuss and provide input.

WRCOG staff provided a presentation to the Public Works Committee (PWC) in April 2017 on the draft ATP. This report provides an update on the steps the project team has taken to finalize the project list since the April meeting. The ATP will identify challenges to and opportunities for creating a safe, efficient, and complete active transportation network that will expand the availability of active modes of transportation for users both within the region and between neighboring regions.

Update

The draft Regional Active Transportation Network (list of projects) was last presented to the PWC at the April 2017 meeting. WRCOG staff requested PWC members to review the list of projects, provide comments on the list of projects, and provide any projects that may have been omitted in the draft list. Since the April meeting, staff, along with the project team working on the ATP, received comments and additional projects jurisdictions wanted to submit for consideration. During the months of April and May, the project team conducted outreach with the jurisdictions to ensure the list of projects considered all input and addressed comments from jurisdictions. The project team then incorporated any input that resulted from these discussions into the final list of projects. The list of projects is brought forth for one final review to members of the PWC –staff is requesting that PWC members take the final list of projects back to their respective jurisdictions to discuss with the appropriate staff.

The draft ATP project list, which is included as an attachment, reflects proposed regional active transportation facilities (in grey) and local projects with regional significance (in white). Prior local and regional planning, collision review, regional destinations analysis, and agency guidance were used to develop this project list. In recent months, individual WRCOG jurisdictions have vetted the projects and provided input; changes have been made to reflect this outreach. The list (and its corresponding map) is scheduled to be finalized in July.

The goal of the Western Riverside County ATP is to focus the regional ATP on a subset of high priority, regional projects. It is critical to conduct a thorough review and focus the ATP on regionally significant projects, as staff is evaluating the option of including active transportation projects in future TUMF Nexus Studies, thereby potentially making the projects eligible for TUMF funding. WRCOG's project team is also coordinating with a concurrent effort by the Riverside County Regional Park and Open-Space District as part of its effort to develop an updated Trails Master Plan.

Prior Action:

April 13, 2017: The Public Works Committee received report.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2016/2017 Budget under the Transportation Department.

Attachment:

1. Draft WRCOG Active Transportation Plan Regional Project List.

Item 5.C

Active Transportation Plan – Final
Project List

Attachment 1

Draft WRCOG Active Transportation
Plan Regional Project List

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DRAFT WRCOG ACTIVE TRANSPORTATION PLAN REGIONAL PROJECT LIST

#	Route Name	Length (miles)	Recommended by	Local Route Overlaps	Local Route Intersects	RTA First/Last Mile
1	Santa Ana River	26.8				
	Harrison Road Diet		Eastvale		X	
	Hamner Bikeway		Eastvale		X	Complements
2	91 Corridor via Magnolia	19.7				Overlaps
	Butterfield Overland Trail		Corona		X	
	Jurupa / Olivewood		Riverside		X	
	Vine / Mission Inn		Riverside		X	Complements
	La Sierra		Riverside		X	
3	Cajalco – San Bernardino Co. Line via Van Buren	18.9				
	Van Buren Boulevard		Jurupa Valley	X (entire route)		
	Arlington Ave		Riverside		X	
4	15 Corridor via Temescal Canyon	20.8				
	Ontario Ave		Corona		X	
	Butterfield Overland Trail		Lake Elsinore	X		
5a	East Corona – Lake Perris via El Sobrante	19.0				Complements
5b	East Corona – Lake Perris (<i>Alternative</i>) via Cajalco Rd	17.7				
6	Bautista Creek – Perris via San Jacinto River	25.8				
	Juan Bautista De Anza Historic Trail (on San Jacinto River Levee)		San Jacinto	X		
	4th Street/San Jacinto Ave		Perris	X		Complements
	Perris Valley Channel Multi-Purpose Trail (Phase 2)		Perris		X	
	Bernasconi Rd		Moreno Valley		X	



7	San Timoteo Canyon Rd – Ramona Expy	13.3	Moreno Valley	X		Overlaps
	Alessandro Boulevard			X		
	Iris Avenue		Moreno Valley	X		
	JFK Drive		Moreno Valley	X		
	Redlands Blvd		Moreno Valley	X		
8	San Bernardino Co – Interstate 10 Pass Area via San Timoteo Canyon Rd	29.3				
9	San Jacinto River Park – Diamond Valley Lake [Adjusted]	11.6				
	Hemet Valley Bikeway Connect		Hemet	X (entire route)		
	Salt Creek Trail - B		Riverside County	X		
10	Bautista Creek – Mission Trail via Salt Creek/Lost Rd/Lemon St	31.2				Overlaps
	Salt Creek Trail - A		Riverside County	X		
	Newport Rd		Menifee		X	
	Murrieta		Menifee		X	
11	Lake Elsinore – Murrieta/Temecula Creek	30.4				Complements
	Murrieta Creek Regional Trail		Wildomar	X		
	Santa Gertrudis Interconnect		Temecula	X		Overlaps
	Butterfield Overland Trail		Lake Elsinore		X	
	Murrieta Creek Trail/Union		Lake Elsinore			
12	Aberhill Ranch – Ramona Expy via Perris Blvd	18.0				Overlaps
	Perris Blvd		Perris	X		Overlaps
	Nuevo Rd		Perris		X	
13	Jefferson Ave – Lake Skinner	9.9				
14	215 South Corridor	14.1				
	Scott-Haun-Newport		Menifee	X		



	Scott		Menifee		X	
	Newport Rd		Menifee		X	
	Bundy Canyon Active Transportation Corridor		Wildomar			
	Sunset Regional Trail		Wildomar			
15	215 Central Corridor <i>[Partial]</i>	21.4				Overlaps
16	Gilman Springs Rd – Beaumont	11.4				
17	Lake Skinner – San Diego Co	11.6				
18	<i>Riverside Hunter Park – Downtown Menifee</i>	6.4				
	MLK Bike Path		Riverside	X		
	Canyon Crest		Riverside	X		
	Perris Downtown to South Metrolink Station Connectivity		Perris	X		Complements
	Perris Valley Channel Multi-Purpose Trail (Phase 2)		Perris		X	
	Murrieta Rd		Perris		X	
	Gage Canal		Riverside		X	
19	<i>Eastern Riverside – Moreno Beach Dr via Ironwood Ave</i>	7.0				
	Ironwood Avenue / Box Springs Road		Moreno Valley	X		
	Heacock St		Moreno Valley		X	
20	<i>Lake Matthews Loop</i>	8.7				
21	<i>Lake Elsinore Loop</i>	10.7				
	Wildomar Trail		Wildomar	X		
	Butterfield Overland Trail		Lake Elsinore	X		
22	<i>Pave Diamond Valley Lake Lakeview Trail (low priority)</i>	13.1				Complements
23	<i>Complete Perris Reservoir Loop</i>	9.0				Complements



Notes:

- This project list reflects proposed regional facilities (in grey) and local projects with regional significance (in white). Prior local and regional planning, collision review, regional destinations, and agency input were used to develop this project list.
- Local route overlaps: Local projects of regional significance utilize the same alignment as proposed regional facilities.
- Local route intersects: Local projects of regional significance intersect with the proposed regional facilities, enhancing connectivity between the local and regional active transportation networks.
- The RTA First/Last Mile Plan proposes improvements near key transit areas. This table identifies where a proposed ATP route would utilize the same corridor as a project proposed in the RTA Plan, within the first/last mile catchment area or by extending the facility to the surrounding region. Also identified are proposed ATP projects that would complement the RTA plan by proposing facilities on corridors that are parallel to or intersecting with first/last mile projects, enhancing the connectivity of both active transportation and transit facilities.
- Once additional information is available, this table will also reflect coordination with Riverside County's Trails Master Plan that is currently under development.