



Western Riverside Council of Governments Public Works Committee

AGENDA

**Thursday, May 8, 2025
2:00 PM**

**Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501**

Remote Meeting Locations:

**March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518**

**County of Riverside Administrative Center
4080 Lemon Street, 8th Floor
Riverside, CA 92501**

**City of Calimesa
908 Park Avenue
Calimesa, CA 92320**

Members of the public are welcome to participate remotely from any location. Committee member participation is limited to locations that are listed on the published agenda.

[Public Zoom Link](#)

**Meeting ID: 847 9291 7247
Passcode: 096143
Dial in: 669 444 9171 U.S.**

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) 405-6702. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to jleonard@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Janis Leonard 72 hours prior to the meeting at (951) 405-6702 or jleonard@wrcog.us. Later requests will be accommodated to the extent feasible.

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

1. CALL TO ORDER (Savat Kamphou, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Action Minutes from the April 10, 2025, Public Works Committee Meeting

Requested Action(s):

1. Approve the Action Minutes from the April 10, 2025, Public Works Committee meeting.

6. REPORTS / DISCUSSION

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

A. TUMF Administrative Plan and Credit/Reimbursement Manual Update

Requested Action(s):

1. Recommend that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.

B. TUMF Reimbursement Agreement Template Update: Project Signage

Requested Action(s):

1. Recommend that the Executive Committee approve the updated TUMF Reimbursement Agreement Template.

C. TUMF Program Status Overview

Requested Action(s):

1. Receive and file.

7. REPORT FROM THE DEPUTY EXECUTIVE DIRECTOR

Chris Gray

8. ITEMS FOR FUTURE AGENDAS

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

9. GENERAL ANNOUNCEMENTS

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

10. NEXT MEETING

The next Public Works Committee meeting is scheduled for Thursday, August 14, 2025, at 2:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

11. ADJOURNMENT

Public Works Committee

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Public Works Committee was called to order by Chair Savat Khamphou at 2:00 p.m. on Thursday, April 10, 2025, at WRCOG's office.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

- City of Banning - Nathan Smith
- City of Beaumont - Robert Vestal
- City of Calimesa - Travis Bradshaw
- City of Canyon Lake - Stuart McKibbin
- City of Corona - Savat Khamphou (Chair)
- City of Eastvale - Yur Hi Choi
- City of Hemet - Noah Rau
- City of Jurupa Valley - Manuel Gonzales
- City of Lake Elsinore - Yu Tagai
- City of Menifee - Nick Fidler
- City of Moreno Valley - Melissa Walker
- City of Murrieta - Bob Moehling
- City of Norco - Victor So
- City of Perris - John Pourkazemi
- City of San Jacinto - Stuart McKibbin
- City of Temecula - Ron Moreno
- City of Wildomar - Jason Farag
- March JPA - Jeffery Smith
- Riverside County Transportation Commission (RCTC) - Jillian Guizado*
- Riverside Transit Agency (RTA) - Mauricio Alvarez

* Arrived after Roll Call

Absent:

- City of Riverside
- County of Riverside

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

A. Action Minutes from the February 13, 2025, Public Works Committee Meeting

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Wildomar
SECONDER:	Moreno Valley
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, San Jacinto, Temecula, Wildomar, March JPA, RCTC, RTA

Action:

1. Approved the Action Minutes from the February 13, 2025, Public Works Committee meeting.

6. REPORTS / DISCUSSION

A. Vehicle Miles Traveled Mitigation Program Implementation

RESULT:	APPROVED AS RECOMMENDED
MOVER:	RCTC
SECONDER:	RTA
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, San Jacinto, Temecula, Wildomar, March JPA, RCTC, RTA

Action:

1. Recommended that the Executive Committee approve the Vehicle Miles Traveled Mitigation Program Manual.

B. Due Diligence of a Regional Traffic Signal Coordination / Intelligent Transportation Systems Program

Action:

1. Received and filed.

C. I-REN Energy Fellowship 2025/2026 Program Service Year: Public Agency Participation

Action:

1. Received and filed.

D. Santa Ana Municipal Separate Storm Sewer System (MS4) Permit Compliance Program Activities Update

Action:

1. Received and filed.

7. REPORT FROM THE DEPUTY EXECUTIVE DIRECTOR

Chris Gray, Deputy Executive Director, had nothing to report.

8. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

9. GENERAL ANNOUNCEMENTS

There were no general announcements.

10. NEXT MEETING

The next Public Works Committee meeting is scheduled for Thursday, May 8, 2025, at 2:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

11. ADJOURNMENT

The meeting was adjourned at 3:40 p.m.



Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: TUMF Administrative Plan and Credit/Reimbursement Manual Update
Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712
Date: May 8, 2025

Recommended Action(s):

1. Recommend that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.
-

Summary:

WRCOG's draft 2025 TUMF Administrative Plan and Credit/Reimbursement Manual includes significant updates to improve clarity, streamline fee administration, and ensure compliance with state law - most notably by centralizing fee calculations through WRCOG, clarifying payment timing, introducing a digital documentation process, and expanding credit and reimbursement eligibility.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on and request approval of the the TUMF Administrative Plan and Credit/Reimbursement Manual. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our sub-region).

Discussion:

Background

The TUMF Program maintains an Administrative Plan that governs how the TUMF Program is run. The Administrative Plan was first completed in 2004 with the inception of the Program and has been updated periodically due to enhancements in the Program. When the Program changes the way in handles the collect and redistribution of the TUMF funding, these changes are outlined in the Administrative Plan.

With the administrative plan, WRCOG also maintains a Credit/Reimbursement Manual. This Manual goes hand in hand with the Administrative Plan and provides a framework for how projects are reimbursed and how they can establish TUMF credit.

Present Situation

WRCOG has prepared a final draft 2025 TUMF Administrative Plan and Credit/Reimbursement Manual,

which updates and replaces the previous version dated March 1, 2021. This updated plan reflects key changes intended to improve program administration, ensure consistency with state law, and enhance clarity for participating jurisdictions and developers.

A major update in the 2025 Plan is the clarification of fee timing and payment rules. It is now explicitly forbidden for developers to pay TUMF prior to permit issuance. It also clarifies that local agencies may not require TUMF fee collection at permit issuance; it may only be required prior to occupancy. The updated Plan also expands WRCOG's role in fee calculation. All jurisdictions will have WRCOG calculate and collect the TUMF directly. WRCOG commits to reviewing this information within two business days, unless outside consultant review is necessary. These changes streamline the fee calculation process and reduce administrative burden on local agencies.

A new section in the Plan introduces the TUMF Online Portal, which now plays a central role in calculating and documenting fees. In line with modern administrative practices, all TUMF Credit and Reimbursement Agreements must now be digitally signed through DocuSign or a similar platform.

Traditional "wet" signatures will no longer be accepted, further simplifying documentation and reducing delays.

The 2025 Plan also clarifies policies related to reimbursements and credits. Developers may only receive credit for constructing TUMF improvements if a Credit Agreement is in place prior to construction, and only one applicant is allowed per agreement. When seeking reimbursement on TUMF-eligible work, the updated Credit/Reimbursement Manual allows reimbursement for road construction costs that were previously defined as ineligible. These improvements include raised barriers / medians, landscaping, street lighting, and Portland concrete cement paving.

A comprehensive appeals process has also been added, offering two distinct types of appeals: programmatic (related to exemptions, reimbursements, or credits) and calculation-based (disputes over the specific fee assessment). The new process outlines the steps for resolution, including the potential use of an independent traffic study commissioned by WRCOG, if justified by the applicant. This ensures that disputes are handled fairly and transparently.

Administrative cost policies have also been refined. WRCOG may retain up to 4% of TUMF revenue for program administration, with a maximum of 2% allocated specifically for salaries and benefits.

Importantly, the Administrative portion is now deducted from the total value of Credit Agreements, rather than from the collected revenue. This adjustment helps maintain the integrity of the fee Program while fairly compensating administrative oversight.

Additional updates were made to improve coordination and oversight within the Zone-based project funding structure. The 2025 Plan includes new provisions for the removal of inactive projects and reallocation of funds based on activity and need. Jurisdictions must now actively identify and accrue unused programmed funds at the end of each fiscal year, or risk those funds not being available in the next programming cycle.

Finally, the 2025 Plan strengthens WRCOG's commitment to funding allocations to member agencies.

Once project funding is allocated via a Reimbursement Agreement, that funding will remain on the Zone Transportation Improvement Program until both the Zone and WRCOG's Executive Committee approve to deobligate the funds. Furthermore, when in the course of Nexus Study updates, a project sees its eligible "maximum share" decrease, funding will be "grandfathered" to the Nexus Study in effect when

the project was first allocated funding.

Prior Action(s):

None.

Financial Summary:

Funding for TUMF activities is included in the Fiscal Year 2024/2025 budget under the TUMF Program (1148) in the General Fund (110). 4% of all TUMF collections are allocated for administrative purposes.

Attachment(s):

[Attachment 1 - Updated TUMF Administrative Plan](#)

[Attachment 2 - Updated TUMF Credit/Reimbursement Manual](#)

Attachment

TUMF Administrative Plan Update

Transportation Uniform Mitigation Fee

ADMINISTRATIVE PLAN

New Date of Adoption



PREPARED BY THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
3390 UNIVERSITY AVENUE, SUITE 200
RIVERSIDE, CALIFORNIA, 92501
PHONE (951) 405-6700

Western Riverside Council of Governments (WRCOG)

***Administrative Plan for the Western Riverside County
Transportation Uniform Mitigation Fee (TUMF) Program***

TABLE OF CONTENTS

	Page
Preamble.....	1
I. Purpose.....	2
II. Authority.	2
III. Imposition of and Participation in the TUMF Program.....	2
IV. Allocation of Funds.	5
V. Administration of the Program.	6
VI. Administration of Credits.....	6
VII. Administration of Reimbursements.	6
VIII. Administrative Responsibilities.	6
IX. Administrative Costs.....	11
X. Appeals.	12
XI. Arbitration.....	13
XII. TUMF Program Amendments.	13
XIII. CEQA.....	15

EXHIBITS

	Page
EXHIBIT A TUMF Decision-Making Process.....	16
EXHIBIT B Guidelines for the Administration of the Programmed Projects in the Zone's Adopted 5-Year TIP	17
EXHIBIT C Criteria, Evaluations Thresholds and Points Chart.....	20
EXHIBIT D TUMF Program Definitions.....	20
EXHIBIT E TUMF Program Exemptions	23
EXHIBIT F TUMF Online Portal.....	25

***Administrative Plan for the
Western Riverside County Transportation Uniform Mitigation Fee (TUMF)
Program***

Preamble

Future development within Western Riverside County will result in traffic volumes exceeding the capacity of the Regional System of Highways and Arterials (RSHA or Regional System) as it presently exists. The Regional System needs to be expanded to accommodate anticipated future growth; current funds are inadequate to construct the Regional System needed to avoid the unacceptable levels of traffic congestion and related adverse impacts.

The TUMF Program provides significant additional funds from new development to make improvements to the Regional System, complementing funds generated by Measure A, local transportation fee programs, and other potential funding sources. By establishing a fee on new development in the sub-region, local agencies have established a mechanism by which developers effectively contribute their “fair share” toward sustaining the regional transportation system. This is a twenty-five year program and is influenced by a variety of market factors that could cause a shortfall or surplus in the revenue projections. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of the 2024 TUMF Program Ordinance. Additionally, WRCOG will bring forward, on an annual basis, a Construction Cost Index Adjustment to the TUMF in effect at the time for review and action by the WRCOG Executive Committee. The Program is not designed to be the only source of revenue to construct the identified facilities, and it will be necessary for matching funds from a variety of available sources to be provided.

It is the intent that TUMF requirements may be met by paying cash, or by building eligible facilities through credit agreements, or through public financing through financing districts.

General TUMF Program parameters, definitions and procedures are described in the TUMF Program Ordinance adopted by participating Western Riverside County jurisdictions. The Western Riverside Council of Governments (WRCOG) is designated as the TUMF Program Administrator, and as such will work closely with member jurisdictions, the Riverside County Transportation Commission (RCTC), the Riverside Transit Agency (RTA), and Riverside County Regional Conservation Authority (RCA) to coordinate the TUMF expenditures to maximize the effectiveness of future transportation investments. As the Program Administrator, WRCOG, agrees to indemnify, defend and hold harmless any TUMF Program participant, and its respective agents, officers, members, officials, employees, and attorneys, whose TUMF Ordinance is challenged in court, from and against all claims, liabilities, damages, or costs of any kind whatsoever, including attorneys’ fees and court costs; provided, however, that such indemnity and defense shall not extend or apply to challenges alleging procedural defects in the adoption and implementation of the TUMF Ordinance.

“TUMF Administrative Plan” means the Administrative Plan for the Western Riverside County TUMF Program prepared by WRCOG dated March 24, 2003, in substantially the form approved by the WRCOG Executive Committee on April 7, 2003, as may be amended from time to time, provided that, any material amendments to the TUMF Administrative Plan shall be approved by WRCOG Executive Committee.”

This Administrative Plan serves as the guideline to implement the TUMF Program and will be amended as needed to address changing conditions over the life of the Program.

I. Purpose.

The Purpose of this Administrative Plan is to provide those jurisdictions and agencies that are participants in TUMF Program with guidelines and policies for implementation of the TUMF Program. This Administrative Plan specifies implementation and responsibilities for the TUMF Program.

TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for planning, environmental review, engineering and design costs, right of way acquisition, construction and administrative costs.

II. Authority.

The TUMF Program applies to those jurisdictions in Western Riverside County (County of Riverside and the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar and the March Joint Powers Authority (JPA)) that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects also known as California Assembly Bill 1600 (AB 1600 or the Mitigation Fee Act), which governs the assessment of development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including cities, counties, and special districts follow three basic rules when instituting impact fees as follows:

- A.** Establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required;
- B.** The fee must not exceed the project's proportional "fair share" of the proposed improvement; and
- C.** The fee cannot be used to correct current problems or to make improvements for the benefit of existing development.

III. Imposition of and Participation in the TUMF Program.

Participating jurisdictions in Western Riverside County are responsible for adopting and enforcing all provisions of the TUMF Ordinance and calculating and collecting fees on new development within their jurisdictions. However, participating jurisdictions may adopt the amendment to the TUMF Ordinance (Amendment) which shall designate and authorize WRCOG to calculate and collect the TUMF on such participating jurisdiction's behalf.

To be considered a participant in the TUMF Program, WRCOG Member Agencies which existed in 2003 must have an effective date for the TUMF Ordinance of no later than June 1, 2003. Any Member Agency formed after 2003 must enact the TUMF Model Ordinance and any amendments thereto upon incorporation. All Member Agency must adopt any amendment of the TUMF Ordinance after approval by the WRCOG Executive Committee at a time agreed to by the Executive Committee. Participating jurisdictions shall not repeal or modify the Model TUMF Ordinance, except that modifications are permitted to meet local municipal codes and references. Further, in order to be considered a participating

jurisdiction, local jurisdictions shall collect the full TUMF and transmit the fee to WRCOG as provided herein or shall authorize WRCOG to collect TUMF on its behalf pursuant to the Amendment. To be a participating jurisdiction of the TUMF Program, a jurisdiction must be a party to the Joint Powers Agreement establishing WRCOG and a member of, and in good standing with, WRCOG.

Those jurisdictions that have ordinances with an effective date after June 1, 2003, or opt out of the TUMF Program and decide to participate at a later date must remit to WRCOG the amount of TUMF Program revenue for new development that was not collected by the jurisdiction. In order to verify the amount of revenue that would have been collected during the period in which a jurisdiction did not participate, said jurisdiction shall provide WRCOG with a report of building permit activity during the period said jurisdiction was opted out by the land uses identified in the Nexus Study. The remittance of the fee shall be accomplished in a lump sum payment unless other arrangements are agreed to in writing by WRCOG Executive Committee. Those jurisdictions that are not considered participants in the TUMF Program shall not be eligible to participate in the TUMF Program or the decision-making processes as more fully described in this document.

Non-participating jurisdictions will be ineligible to vote on any TUMF Program item and to receive their share of an estimated \$1.02 billion in local streets and roads funds that will be allocated from the Reauthorized Measure A.

A. Calculation of the TUMF.

Each participating jurisdiction and/or applicant shall utilize the TUMF Online Portal for new development projects as outlined in the Fee Calculation portion of the Transportation Handbook as well as the most recent TUMF Ordinances and Fee Resolutions. TUMF Online Portal is summarized in Exhibit “F,” attached hereto.

The TUMF will be due only at the time of issuing of the Certificate of Occupancy and is not required to be paid at the initial permit application. The TUMF cannot be paid prior to the permit issuance process. However, the TUMF shall be calculated using the most current fee schedule in effect at the time the fee is due. Participating jurisdictions are prohibited from requiring the TUMF payment at permit issuance, however fees can be paid at any time after permit issuance at the discretion of the developer. Applicants are prohibited from freezing TUMF by such means as “locking” a fee rate by paying a deposit or a portion of the fee prior to the date the fee is due or by entering into a Development Agreement or other agreement with a participating jurisdiction that freezes the fee at a certain level.

For residential and non-residential the fee is based on the square footage of the development’s indoor space. For non-residential development projects not included in the TUMF Fee Calculation Handbook, a traffic analysis acceptable to WRCOG is required to determine the fee based on the traffic impact of the proposed project. This method of calculation may be different from how the local development impact fee is determined.

For the purpose of calculating the TUMF obligation for non-residential development the applicable land use category for a non-residential development is determined based on the predominate authorized use of the building or structure permitted by the underlying zoning associated with the new development. Projects could be subject to

higher fee if the land use intensifies during the development process from what was originally proposed to the jurisdiction.

Each participating jurisdiction (subject to the written consent of WRCOG and evidenced by adoption of the Amendment), may elect WRCOG to calculate and collect the TUMF on behalf of the participating jurisdiction. Should a participating jurisdiction make such an election, the participating jurisdiction shall submit all information related to the development project that, in WRCOG's determination, is necessary for making such calculation, which shall generally include (without limitation) TUMF land use, type of development, number of units and square footage for residential development, square footage for non-residential development, a TIA if necessary and any additional pertinent information as requested by WRCOG. WRCOG will typically require 2 business days to review the information and make a determination once all required information has been provided to WRCOG. In cases where an outside consultant review of the information is necessary, the review period may be extended.

In submitting a development project to WRCOG for TUMF calculation, the participating jurisdiction certifies and warrants that all information related to the development project (i.e., square footage, TUMF land use, type of development, etc.) is true, accurate, and complete. WRCOG shall be entitled to rely on such information, and shall not be responsible for any harm resulting from any error, inaccuracy, or otherwise. Any balance in TUMF obligation due to incorrect development project information will be the responsibility of the participating jurisdiction.

In order for an agency to elect not to have WRCOG calculate and collect TUMF on its behalf, a participating jurisdiction shall adopt the Amendment to the TUMF Ordinance in the form prepared by WRCOG. The agency will give a six month notice to WRCOG prior to implementing a revised ordinance.

Exemptions to the Payment of TUMF. The TUMF Ordinance sets forth exemptions to the payment of TUMF. Those exemptions are summarized in Exhibit "G," attached hereto.

B. Refunds.

Under certain circumstances, and as initiated by an applicant, such as double payment, expiration of a building permit, or fee miscalculation, an applicant may be entitled to a TUMF refund. Refunds will be reimbursed by the end of the fiscal year on a first come, first served basis, depending upon the net revenue stream. Refunds will only be considered reimbursable if requested within 3 years of the original TUMF payment. In all cases, the applicant must promptly submit a refund request with proof of TUMF payment to WRCOG if WRCOG collected the TUMF, or if collected by a local jurisdiction, the refund request shall be submitted to that local jurisdiction, which will subsequently forward the request to WRCOG for verification, review and possible action.

- 1. Expiration of Building Permits.** If a building permit should expire, is revoked, or is voluntarily surrendered and is, therefore voided and no construction or improvement of land has commenced, then the applicant may be entitled to a refund of the TUMF that was collected as a condition of approval.
- 2. Reissuing of Permits.** All permits will pay the full amount of TUMF when reissuing

regardless of any increases in fees that may have occurred when the permit was previously issued. It is the developer's responsibility to obtain a refund from WRCOG when the permit has expired.

If a development project is partially under construction at the time of the effective date of the TUMF Ordinance, the TUMF shall be paid only on that portion of the development for which a building permit is next issued.

1. **Double Payments.** On occasion due to a clerical error, a developer has paid all or a portion of the required TUMF for project twice. In such cases, a refund of the double payment may be required. The refund process is more fully described in section VI of this document.
2. **Balance Due.** When TUMF is incorrectly calculated due to agency clerical error, or development was allowed to be built without the payment of TUMF, it is the agency's responsibility to remit the balance due to WRCOG. The error must be discovered within 3 years for the local agency to be held accountable. While the local agency may collect these funds from the applicant, it is the ultimate responsibility of the local agency to remit the amount due. This can be remitted through normal methods, alternate methods agreed to by the WRCOG Committees, including but not limited to deduction from reimbursement requests submitted to WRCOG for eligible expenses on TUMF projects.

C. March Joint Powers Authority.

The March JPA shall not have a separate vote at the WRCOG Executive Committee as it has representation by elected officials from the County of Riverside and Cities of Moreno Valley, Perris, and Riverside. The Executive Director of the March JPA shall be a voting member of the WRCOG Technical Advisory Committee (TAC) and Public Works Committee (PWC) for TUMF Program items only. The March JPA is a unique partner in the TUMF Program in that it has land use authority and therefore will need to adopt and implement the TUMF Program in the same manner as the cities and county.

IV. Allocation of Funds.

After the administrative costs and MSHCP are allocated (as specified in Section IX herein), TUMF funds shall be distributed in accordance with WRCOG Executive Committee actions, the Nexus Study, this Administrative Plan and any future amendments thereto.

- A. **Allocation to Regional Transit Improvements.** Of the TUMF funds received by WRCOG, 3.13% shall be allocated to the RTA for making regional transit improvements.
- B. **Allocation to Regionally Significant Transportation Improvements.** Of the TUMF funds received by WRCOG, 45.7% shall be allocated to the RCTC for programming improvements to the arterials of regional significance on the Regional System of Highways and Arterials.
- C. **Allocation to Zones.** Of the TUMF funds received by WRCOG, 45.7% shall be allocated to the five Zones for programming improvements to the Regional System of Highways and Arterials as determined by the respective Zone Committees. The amount of TUMF funds allocated to each Zone shall be proportionate to the amount

of TUMF revenue generated from the zone.

D. Allocation to Mitigate TUMF Construction Projects. Of the TUMF funds received by WRCOG, 1.47% shall be allocated to the RCA to purchase habitat for the MSHCP, to mitigate the impacts of TUMF construction projects.

V. Administration of the Program.

WRCOG shall administer the TUMF Program as described in the enabling Ordinance adopted by participating jurisdictions and further defined in this Administrative Plan, 4% of TUMF funds received shall be allocated for WRCOG administration.

VI. Administration of Credits.

The TUMF Ordinance has a provision that if a developer constructs a TUMF facility, the developer will receive credit against the TUMF obligation for the project improvements, noting that only one applicant is allowed per credit agreement. An applicant cannot enter into a credit agreement after the TUMF Facility Improvements have been constructed. Please refer to the WRCOG TUMF Credit/Reimbursement Manual attached hereto as Exhibit F and incorporated in full as if set forth herein for the procedures in which credits are administered and issued for developers constructing TUMF improvements.

VII. Administration of Reimbursements.

Local jurisdictions/agencies and developers are eligible for direct cash reimbursement for construction of TUMF facilities in certain instances. The process for local agencies is different than for landowners/developers; the processes are described in the WRCOG TUMF Credit/Reimbursement Manual, attached hereto as Exhibit F and incorporated in full as if set forth herein.

VIII. Administrative Responsibilities.

A. Program Administration.

As set forth in Section II, WRCOG is designated as the TUMF Program Administrator. As Administrator, WRCOG shall receive all fees generated from the TUMF as collected by WRCOG or local jurisdictions and review applications for correct land-use type assessment and proper payment of TUMF. This may include review of site plans and building permits to confirm correct land-use type assessment. WRCOG shall invest, account for and expend such fees in accordance with the TUMF Ordinance and applicable state laws.

For jurisdictions that are not participating in the TUMF Program, the representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG TAC and WRCOG Executive Committee.

1. The WRCOG Executive Director. Reporting to the WRCOG Executive Committee, the Executive Director shall be responsible for the following TUMF Program activities:

- a.** Administration of the TUMF Program, including development of model credit and reimbursement agreements, fee collection process and processing Program appeals;
- b.** Conduct an annual audit to report on the evidence that the collection and expenditure of funds collected is in accordance with the Mitigation Fee Act. The audit shall be presented to the WRCOG Executive Committee

and made available to the public accordance with GC Secs. 66001 and 66005;

- c. Establishment and management of the “TUMF Program Trust Fund” for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;
- d. Preparation of an Annual Report for consideration by the WRCOG Executive Committee detailing the status of the TUMF Program including but not limited to fees collected and disseminated, capital projects planned for, prioritized, and built;
- e. Preparation of periodic (no longer than 8 years) comprehensive TUMF Program review as required by the California Mitigation Fee Act. The review of the TUMF Program will include a review of the various Nexus Study inputs and assumptions, and preparation of recommendations on potential TUMF Program revisions for consideration by the WRCOG Executive Committee. Such reviews and updates may include, but are not limited to recommended fee adjustments based on changes in the facilities required to be constructed, and revenues received pursuant to the Ordinance;
- f. Preparation of technical studies/analysis required to select and prioritize Regionally Significant Arterial projects;
- g. Development of a five-year TIP that identifies projects that are scheduled and funded for construction over a specified period of time and is reviewed on an annual basis;
- h. Development of a 5-year Expenditure Report that documents the expenditure of funds that identifies the purpose to which the fee is to be put, demonstrates a relationship and purpose for which the fee is being collected and identifies all sources and amount of funding anticipated to complete the financing of incomplete infrastructure facilities in accordance with California Government Code Sections 66000 et seq. for consideration by the WRCOG Executive Committee;
- i. Provide and supervise staff support and coordination with each of the TUMF Zone Committees as necessary;
- j. Other related activities as directed by the WRCOG Executive Committee;
- k. Approve Zone and RTA TIP Administrative Amendments; and
- l. Execute TUMF reimbursement agreements and amendments. WRCOG will require all TUMF agreements and documents to be digitally signed using DocuSign or a similar application. WRCOG will not accept “wet” signature on agreements..

2. The WRCOG Executive Committee. The WRCOG Executive Committee shall be responsible for reviewing and acting on the following:

- a. Recommendations for project selection and prioritization of the Regionally Significant Arterials, and the TIP;
- b. Review and possible approval of recommendations on projects from the Public Works Committee (PWC) and WRCOG TAC;
- c. The approval of the TUMF Program Administrative Plan, *Nexus Study* and any subsequent amendments thereto; and
- d. Recommendation of changes to the TUMF model Ordinance for consideration by participating jurisdictions.

In developing recommendations on Regionally Significant Arterials for

consideration by the WRCOG Executive Committee, WRCOG staff and the Committee structure shall work with RCTC to coordinate compatibility with Measure A project priorities and schedules of area transportation improvements. WRCOG staff and the WRCOG Executive Committee shall also work with WRCOG jurisdictions and each Zone Committee for the same purposes.

For jurisdictions that are not participating in the TUMF Program, the WRCOG Executive Committee representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF that goes before the PWC, the WRCOG TAC and/or the WRCOG Executive Committee.

3. **The WRCOG Technical Advisory Committee.** The WRCOG TAC shall review and make recommendations to the WRCOG Executive Committee on the following:
 - a. Program updates and reviews and all supporting technical documentation;
 - b. Revisions to the Administration Plan, Nexus Study Fee Calculation Handbook and any other Program document;
 - c. Ordinance revisions; and
 - d. Annual fee adjustments.

The WRCOG TAC shall also provide additional assistance to the TUMF Program as requested by the WRCOG Executive Committee. For jurisdictions that are not participating in the TUMF Program, the WRCOG TAC representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG Executive Committee or WRCOG TAC.

4. **The Public Works Committee.** The PWC shall be comprised of the Public Works Director or designee from each participating jurisdiction of WRCOG, RCTC, and RTA and shall be responsible for the following:
 - a. Providing technical assistance and guidance for program updates;
 - b. Developing objective criteria for project selection and prioritization including but not limited to the following factors: traffic safety issues potentially created by growth, regional significance, availability of matching funds, mitigation of congestion created by new development, system continuity, geographic balance, project readiness, and status of completion of projects with reimbursement agreements in place;
 - c. Providing additional assistance to the TUMF Program as requested by the WRCOG Executive Committee, RCTC and/or the WRCOG TAC and/or the Zone TAC;
 - d. Overseeing the preparation of the Administrative Plan, the TUMF Nexus Study, Fee Calculation Handbook;
 - e. Preparing the 5-Year TIP, which will be reviewed and amended annually as members of the Zone TAC;
 - f. Providing recommendations on the RCTC Regional Arterial TUMF Program of Projects as part of the Nexus Study update to the WRCOG TAC, WRCOG Executive Committee and RCTC;
 - g. Selecting a lead agency for each of the projects on the TIP;

- h. Reviewing the Annual and Five-Year Reports prepared by WRCOG;
- i. Revising the RSHA as may be necessary (at each Nexus Study update); and
- j. Review and revise Unit Cost Assumptions of the RSHA as may be necessary (at each Nexus Study update).

B. Regional Arterial Administration.

RCTC through an MOU with WRCOG (effective October 1, 2008) is the responsible agency for programming and delivering the Regionally Significant Arterials designated under Measure A and defined in the Nexus Study as “backbone” projects. WRCOG and RCTC have established a committee structure that incorporates the Public Works Directors, City Managers the WRCOG Executive Committee, and the RCTC Board for the development, review and approval of the Regional Arterial TUMF Program of projects.

1. The RCTC Executive Director. The Executive Director shall be responsible for the following TUMF Program activities:

- a. Establishment and management of the “TUMF Program Trust Fund” for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;
- b. Development of the RCTC Regional Arterial TUMF Program that identifies regional projects for reimbursement that are scheduled and funded for construction by jurisdictions and developers over a specified period of time and is reviewed on an annual basis;
- c. Staff support and coordination with the TUMF Committees as necessary; and
- d. Other related activities as directed by the RCTC Board.

2. The Riverside County Transportation Commission. RCTC shall be responsible for reviewing and acting on recommendations for project selection and prioritization of the RCTC Regional Arterial TUMF Program. RCTC shall review and consider recommendations for the RCTC Regional Arterial projects on the “backbone” of TUMF Regional Arterial network.

C. Zone Administration.

Each Zone shall establish a committee structure, similar to Exhibit “A”, for the purpose of preparing a Zone Transportation Improvement Program (TIP) with the TUMF revenue that has been returned to the Zone and develop policies that impact the Zone, such as how to close a funding shortfall in the Zone. The Zone TIP will be updated on an annual basis. The Executive Committee has determined that the 5-Year TIP shall be balanced to the most reasonable extent possible and that program shortfalls will need to be closed or projects could be reduced or eliminated from the TIP. Projects remaining on the TIP from the previous year’s TIP may be subject for removal after significant inactivity as decided by the Zone TAC. The Zone TAC shall be responsible for prioritization of projects, selection of the lead agency for each project, and to review all the projects for consistency within the Zone.

Projects within the Zone TIPs can only receive funding up to the “maximum share” as established in the TUMF Nexus Study. Projects that see these shares reduced or

eliminated in an update to the Nexus Study will have the previous studies maximum share applied throughout the life of the project.

All Zones shall approve their TIP by consensus and forward their recommendations to Executive Committee for review and approval to ensure compatibility with the other Zones and the Nexus Study. Once approved by the Executive Committee, project funding allocation may not be taken away from any project without approval by both the Zone Executive Committee and WRCOG Executive committee.

Zone dollars are to be allocated by the Zone TAC only and cannot be utilized or borrowed for projects located outside the zone unless such projects are: 1) proposed and approved by the Zone Committee and have a direct benefit to the Zone and 2) are consistent with the Nexus Study. In furtherance of this Section VIII.B, each Zone shall abide by the Guidelines set forth in Exhibit "C".

The Riverside County Transportation Improvement Plan approved by Riverside County voters on November 5, 2002 states "Funding which is not allocated to a city or county because it is not a participant in the TUMF Program in the Coachella Valley area and the TUMF and MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located".

Each City and a portion of the unincorporated area of Riverside County are assigned to each of the zones. All cities are in only one zone and have one voting member for the Zone Committee. For unincorporated areas, the Board Member whose district resides in the zone will be the representative. As some zones include multiple supervisorial districts, only the two largest districts within the respective zones will have a voting member on the Zone Committee.

The five Zones are as follows:

1. Northwest Zone – The Cities of Corona, Eastvale, Jurupa Valley, Norco, Riverside and the County of Riverside, and the March JPA;
2. Southwest Zone – The Cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and the County of Riverside;
3. Central Zone – The Cities of Menifee, Moreno Valley and Perris, and the County of Riverside, and the March JPA;
4. Pass Zone – The Cities of Banning, Beaumont and Calimesa, and the County of Riverside;
5. Hemet/San Jacinto Zone – The Cities of Hemet and San Jacinto and the County of Riverside.

D. Local Administration. In accordance with the TUMF Ordinance, the Amendment, and the Mitigation Fee Act, WRCOG shall deposit, invest, and expend the transmitted fees.

1. **Accruals.** The TUMF Program utilizes the five Zone 5-Year TIPs to allocate funding for projects, which are based on the amount of available revenue to each Zone as determined by carryover and projected funds. At fiscal year-end, any unspent funds remaining on the TIPs that are not identified and accrued do not automatically roll over and may not be available for programming the following fiscal year. It is necessary for jurisdictions to identify those unused programmed funds so that they can be carried over to the next fiscal year. If the funds are not accrued, WRCOG cannot release the funds to the jurisdiction until the following year when the TIPs are officially adopted.
2. **Annual Reviews.** On an annual basis, after the close of the Fiscal Year, WRCOG will conduct reviews of TUMF collections by participating jurisdictions. This review will include, but not be limited to, accounting of TUMF collections, building permit review, exemptions and credits awarded in addition to supplemental banking-related information to document that TUMF fees are correctly being collected and remitted to WRCOG. For exemptions or credits awarded by participating jurisdictions, supplemental support documentation will be required to demonstrate that the development project was correctly awarded an exemption or credit.

E. Information from Participating Jurisdictions Electing For WRCOG To Calculate And Collect TUMF.

Participating jurisdictions that have elected for WRCOG to calculate and collect the TUMF are responsible for providing WRCOG all necessary materials/information to calculate the TUMF prior to TUMF collection. WRCOG will conduct an annual review, which will consist of verification to WRCOG that calculation worksheets were completed for all building permits issued within a given time period. This will require member agency staff to submit a list of building permits issued during the time period requested. Participating jurisdictions that have delegated fee calculation and collection to WRCOG will not be required to submit monthly remittance reports to WRCOG.

F. Riverside Transit Agency.

In accordance with the Nexus Study 3.13% of funds received will be made available to the RTA to make capital facilities improvements for transit purposes as identified in the Nexus Study. The RTA shall provide a report to the WRCOG Executive Director each year, detailing its expenditures of TUMF Program funds received, as well as future commitments for transit facilities using TUMF Program revenues as determined by the RTA Board of Directors.

IX. Administrative Costs.

The TUMF Ordinance, as amended from time to time, authorizes WRCOG to expend funds generated from TUMF that are necessary and reasonable to carry out its responsibilities to implement the Program. The WRCOG Executive Committee adopted a series of policies that clarify the expenditure and retention of program funds for the Administration of the Program and they are as follows:

- A. WRCOG will retain no more than two percent (2%) of the total TUMF Program revenue for administration salaries and benefits;
- B. Administration costs will be budgeted at whatever is reasonable and necessary, but not to exceed four percent (4%) of the TUMF revenues collected (inclusive of the two percent administrative salaries and benefit cap) unless otherwise directed by the Executive Committee.

- C. WRCOG will take the administrative component from the total credit given obtained on executed credit agreements. This will be done by reducing the available credit by the administrative component of the TUMF program.
- D. For refunds, whether it is because the project is no longer going forward or expiration of building permits (where no construction has commenced), the applicant is entitled to a refund including the administrative component. Refunds will be processed based on available cash and will not take precedence over the projects identified as funded on the approved TIP. Refunds will however take precedence over the addition of new projects to the TIP.

X. Appeals.

Appeals shall only be made in accordance with the provisions of this Section X.

A. Persons or Entities Who Have Standing to Appeal. No person or entity shall have standing to avail themselves of this Section X, except those persons or individuals who are responsible for paying the TUMF and have an unresolved appealable issue or matter.

B. Appealable Issues and Matters. No issue or matter shall be heard or reviewed under this Section X unless the issue or matter is appealable. An issue or matter is appealable, if a qualified person or entity ("Appellant") has a good-faith dispute directly related to Appellant's Property ("TUMF Dispute") regarding (i) the amount of Appellant's TUMF obligation; (ii) the administration of TUMF Credits; (iii) exemption of Appellant's property from the TUMF Program; or (iv) administration of TUMF reimbursements.

C. Types of Appeals

1. The first type of appeal is a programmatic appeal. This would involve appeals towards exemptions, reimbursements, credit amounts where the applicant feels the program incorrectly assessed a fee or credit.
2. The second type of appeal is an appeal of the actual calculation of the TUMF. An applicant may appeal that the development's impact and TUMF fee is inconsistent with what is outlined in the Nexus Study.

a. This appeal would follow the following process:

- Applicant Submits Notice to Appeal Application Using Standard Form
- WRCOG Reviews Form and Notifies Applicant Within 2 Weeks of Submittal
 - Appeal Granted, no analysis needed. Calculation updated.
 - Applicant Pays Updated Fee
 - Appeal Denied due to incomplete form
 - Applicant revises/updates form, resubmits
 - Appeal Denied due to wrong justification
- Applicant withdraws appeal and pays fee
- Additional study is determined to be needed. No action on fee estimate
- WRCOG retains consultant to conduct traffic study
- WRCOG Pays Consultant for Study Through Existing Contract

- Consultant Calculates Fee Due
- Consultant completes traffic study. Copy provided to applicant and WRCOG
- Fee Comparison Outcome
 - If the fee is higher, applicants pay higher fee amount
 - If the fee is lower, applicants pay lower fee amount
- WRCOG Provides Proof of Payment through TUMF Portal To Agency and Applicant

C. Appeal Process.

1. If a qualified person or entity has a TUMF Dispute, he or she shall first attempt to resolve the dispute informally with WRCOG staff. The staff of the local jurisdiction may also participate in such discussions. If the TUMF Dispute remains unresolved after a reasonable attempt to address it at the local level, the qualified person or entity may submit a written appeal to the WRCOG Executive Director. The Appellant and the WRCOG Executive Director, or designee, shall attempt to resolve the issue within thirty (30) days of the WRCOG Executive Director's receipt of the appeal. At the conclusion of the thirty (30) day period, the WRCOG Executive Director shall render a written decision on the appeal. If the Appellant desires further review from WRCOG, the Appellant may submit a written request for review to the WRCOG Executive Committee chair.
2. After the written appeal is received by the WRCOG Executive Committee chair, the item shall be presented to the WRCOG Administration & Finance Committee for review. At the request of either WRCOG staff or the Appellant, the decision of the WRCOG Administration & Finance Committee shall be forwarded to the WRCOG Executive Committee for review and action. The decision of the WRCOG Executive Commission shall be final.

XI. Arbitration.

When there is a dispute among the Zone members that cannot be resolved and prevents the adoption of a TIP the matter shall be forwarded to the WRCOG TAC and WRCOG Executive Committee for a determination. Once the WRCOG Executive Committee takes action on the issue the decision is final.

If there is a dispute at the WRCOG Executive Committee level regarding project prioritization of a specific project(s) and a consensus cannot be reached, that project shall be tabled until such time as new information is presented, and the matter can be resolved. If funding is previously established on the TIP for the project, funding cannot be removed without approval from the WRCOG Executive Committee.

XII. TUMF Program Amendments.

WRCOG shall undertake a review of all components of the TUMF Program in accordance with Government Code Section 66000 et seq. and other applicable laws, and, if necessary, recommend Program amendments and/or adjustments. Amendments to the

Administrative Plan will be subject to the approval of the WRCOG Executive Committee. Amendments required to the TUMF Program Ordinance shall be approved by each participating jurisdiction, acting on recommendations provided by the WRCOG Executive Committee.

A. TUMF Network Revisions.

The TUMF Network is reviewed and revised at regular Nexus Study updates, with minor adjustments such as name changes, distances, and other errors that may be found from time to time occurring on a more frequent basis. However, there could be instances when demonstrable error occurs which need to be addressed. In these situations, where a change could have a significant effect on the overall cost of the network, WRCOG will make the change to the network and make revisions the Nexus Study provided it has no effect on the TUMF fee. If the fixing of an error does cause an effect to the fee, it would be necessary to make an adjustment to the network to balance the overall network cost.

For a jurisdiction to move a network component into the regional “backbone” arterial network will require approval of both the WRCOG and RCTC executive committees, as RCTC identifies and prioritizes funding on this network.

For new cities there would be an opportunity to review the TUMF Network with WRCOG staff to ensure that the Network identifies their priorities and allows them to make recommendations and to have the ability to swap out facilities. Any revision request must meet the criteria to be on the Network before the PWC considers the request.

Jurisdictions that need to add additional facilities must justify the addition by demonstrating that it provides continued regional circulation, meets the criteria to be on the TUMF Network, and does not provide an advantage to a specific land-use, community, developer/project for the purposes of TUMF credits or reimbursements. A jurisdiction must also must swap out another facility and demonstrate that the impacts mitigated in the swapped facilities are substantially similar to those impacts that would have been mitigated in the abandoned facilities.

The focus of this process is the ability to shift projects on the TUMF Network with the intent to incur minimal fiscal impacts to the Program fee and Nexus determination, rather than adding new projects that would have a far more significant effect on the Program fee and therefore would be more appropriately addressed during the regular Nexus Study reviews. The exception to this policy is the ability for newly incorporated cities to request new additions to ensure appropriate facilities are designated to address their individual city's needs.

The process requires the jurisdiction to submit written justification of the requested TUMF Network facility shift. Elements to be addressed in the written justification should include an explanation of the rationale for the proposed facility shift specifically explaining why the facility should be addressed as part of the TUMF Program and cannot be addressed as part of an equivalent local program, and verification that the proposed shift in facility does not unduly favor or disadvantage a specific developer or development interest. Proximity to areas of significant recent development activity (i.e. shifts in development patterns resulting in changes in transportation system impacts to be mitigated) and the net cost differential to the program following the facility adjustment are key elements to be addressed in the written justification. The written justification must also demonstrate that

the impacts mitigated in the proposed facility shift are substantially similar to those impacts that would have been mitigated in the abandoned facilities.

The existing criteria contained in the TUMF Nexus Study for identifying facilities to be included in the TUMF Network was refined for the purpose of evaluating requests for TUMF Network Amendments. All requested Network adjustments will be evaluated based on key performance indicators consistent with the existing criteria contained in the TUMF Nexus Study. The criteria are “Exhibit C” of this Plan. Only facilities defined in a participating jurisdiction’s General Plan Circulation Element (or equivalent document) as an arterial highway facility with a minimum four (4) lanes at build-out will be evaluated for inclusion in the TUMF Network.

XIII. CEQA.

The TUMF Program currently is a financing mechanism dependent on future actions of the WRCOG Executive Committee for improvements to the RSHA. WRCOG and its associated committees will be prioritizing and scheduling improvements on the RSHA, as such, the appropriate environmental documentation, shall be completed before a project can commence construction.

The TUMF Program was developed to mitigate the cumulative impacts of future growth on the RSHA. It 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 project is required to construct RSHA facilities as project-specific mitigation, it shall be eligible for credit and or reimbursement.

EXHIBIT A
TUMF Decision-Making Process

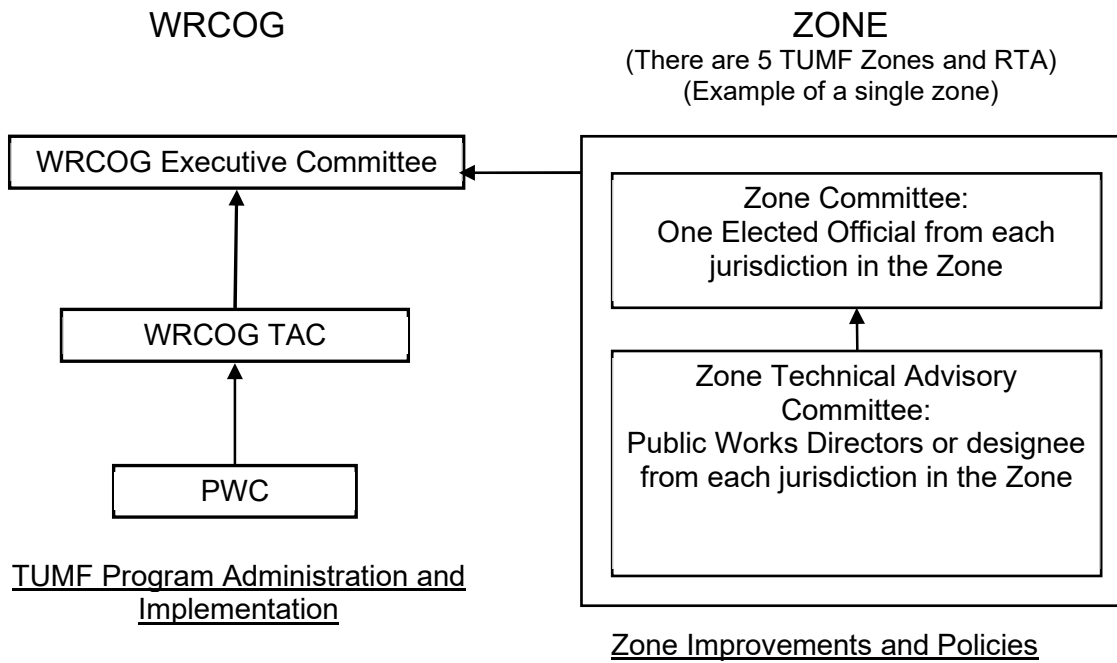


EXHIBIT B
Guidelines for the Administration of the Programmed Projects
in the Zone's Adopted 5-Year TIP

Once each Zone's 5-Year Transportation Improvement Program (TIP) is adopted by the WRCOG Executive Committee, said TIPs shall be incorporated into and governed by these guidelines, the Administrative Plan, and the Nexus Study in accordance with AB 1600. Annually, WRCOG staff meets with the Zone Technical Advisory Committees to review the status of all programmed projects on the 5-Year TIPs and bring the subsequent project adjustment requests to the Zone Committees for approval. The goals of the annual review process are as follows: (i) to update project cost estimates; (ii) to review project status; (iii) to determine the continued viability of projects; (iv) review the backlog of reimbursement projects; (v) to address local jurisdiction issues; and (vi) address compliance with AB 1600.

Adjustments:

In accordance with the Nexus Study and the original reimbursement agreement entered into with the lead jurisdiction, all approved projects' funding and schedules are directly tied to critical milestones. As such, requests to change a project's funding or schedule shall necessitate an amendment to the original agreement and the adopted TIP.

Annual 5-Year TIP adjustments could include, but are not limited to:

- Scope of work reductions or additions;
- Project or phase delays;
- Project or phase cancellations;
- New shelf-ready network projects being added
- Project or phase advances; and

Levels of Approval:

A. Zone Committee/WRCOG Executive Committee

The following shall be approved by the Zone Committee and adopted by the WRCOG Executive Committee as required in the Administrative Plan:

1. Annual updates to the Zone TIP.
2. Requests to increase total TUMF funding allocations to projects on the Zone TIP. These requests may be made by the local jurisdiction administratively outside of the annual TIP update cycles if deemed necessary by one of the Zone participating jurisdictions and WRCOG management due to unforeseen circumstances that necessitate immediate action. Such unforeseen circumstances shall include, but not be limited to, higher than expected bid prices, TUMF as a Federal or State match, etc. WRCOG staff will obtain action from the Zone Committee in these cases either by calling for a Special Zone Committee meeting or through individual consultation.
3. Administrative requests to advance funds or adjust project schedules on TIP approved projects, upon the recommendation of the Public Works Committee. Such advancements are subject to:

- Jurisdiction's proof of readiness to move forward with project, and
- Zone's current cash flow can support the advancement or change.

B. WRCOG Executive Director

The WRCOG Executive Director shall be responsible for the review and approval of the following changes to an approved Zone TIP, including the review and approval of any agreements, for:

1. Change in Lead Jurisdiction, with the written consent of the transferring and accepting Lead Jurisdiction.
2. Cancellation of project upon request of the local jurisdiction. In the event of cancellation, all funds shall revert to the Zone TIP Trust account.
3. Approval of final completion of the project. Upon notification from the Jurisdiction that the Project has been completed, all unused funds programmed for that Project shall revert to the Zone TIP Trust account.
4. All other administrative requests, upon consultation with the Public Works Committee.

C. Public Works Committee

The Public Works Committee shall be responsible for the review and approval of the following:

1. Requests to move funds within project categories (environmental, design, etc.) administratively, contingent upon participating jurisdiction's certification of viability of all phases.
2. Provide recommendations to the WRCOG Executive Director on any other requests that are deemed administrative in nature by the Director.

D. Programming Funds

The TIP designates the amount of funding to be allocated to each zone's TIP based on two factors: 1) The balance of the Zone's TUMF account, and 2) the forecasted revenue for the next 5 years. The balance of the zone is from the zone's portion of all fees collected from development projects within that zone. This balance is used to pay reimbursements back to local agencies on their eligible projects in the TIP. The forecasted revenue is based on the trend of the previous 3 years in TUMF collections for that zone. Fee adjustments are factored into this projection.

This process establishes the total amount of funding in the zones that can be allocated to eligible improvements in the zone. Local agencies may request portions of this funding for their project's pre-construction and construction phases over the next five year period by phase and by year.

Agencies will always be able to administratively move funding from pre-construction to construction phases without the approval of the Zone Committee. Agencies can only move funding from construction to pre-construction with the approval of the zone. This is intended to keep the project in a deliverable state that does not overuse TUMF funding in pre-construction phases without remaining funds available for the construction phase.

Funding for a project programmed on Zone 5-Year TIPs is not considered obligated by WRCOG until certain steps outlined below have been implemented by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted 5-Year TIP.
2. If the project falls under the limits of multiple jurisdictions, ensure that there is a signed Memorandum of Understanding (MOU) between agencies. This MOU should address an understanding of shared costs, scope of work, and agency responsibilities pertaining to the project. Project costs will be consistent with the adopted 5-year TIP.
3. 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 TIP.
4. Submit **an invoice for TUMF eligible work** prior to the end of the fiscal year to obligate the project phase funding. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.
5. WRCOG will obligate up to amount of the phase of the project if there is available revenue at the time the invoice is submitted.

If the first invoice has not been submitted to WRCOG within twelve months of the date of the executed agreement), there will be a review of the project status. Based on the review of project status, WRCOG will either:

- i. extend the fund obligation for up to an additional twelve months if 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
- ii. de-obligate the funds.

EXHIBIT C
Criteria, Evaluations Thresholds

The following table summarizes the criteria, and evaluation thresholds for evaluating TUMF Network adjustment requests for approval.

Criteria	Evaluation Thresholds	Eligibility
Minimum	Less than 4 lanes	Not eligible
Future forecast traffic	Less than 20,000 vehicles per day	Not eligible
Future forecast	< 0.90 (LOS)	Not eligible
Regional Transit Facility	1 or more services	Potential eligibility if minimum traffic threshold not met
Net fiscal impact of TUMF Network adjustment	More than \$1,000,000 cost addition	Must provide swapped out facility

EXHIBIT D
TUMF Program Definitions

For the purpose of the TUMF Administrative Plan, the following words, terms and phrases shall have the following meanings:

A. **“Class ‘A’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘A’ Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building

is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. **“Class ‘B’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘B’ Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

C. **“Development Project”** or **“Project”** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. **“Gross Acreage”** means the total property area as shown on a land division of a map of record or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

E. **“Habitable Structure”** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

F. **“Industrial Project”** means any development project that proposes any industrial or manufacturing use allowed in the following Ordinance No. _____ zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

G. **“Low Income Residential Housing”** means “Residential Affordable Units”: (A) for rental housing, the units shall be made available, rented and restricted to “lower income households” (as defined in Health and Safety Code Section 50079.5) at an “affordable rent” (as defined in Health and Safety Code Section 50053),). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at least fifty-five (55) years after the issuance of a certificate of occupancy for new residential development. (B) for for-sale housing, the units shall be sold to “persons or families of low or moderate income” (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser’s monthly housing cost to exceed “affordable housing cost (as defined in Health and Safety Code Section 50052.5) Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

H. **“Multi-Family Residential Unit”** means a structure with two or more legally independent residential dwelling units intended for human habitation.

I. **“Non-Residential Unit”** means retail commercial, service commercial and industrial development, which is designed primarily for non-dwelling use, but shall include hotels and motels.

J. **“Recognized Financing District”** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

K. **“Residential Dwelling Unit”** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. “Residential Dwelling Unit” shall not include hotels or motels.

L. **“Retail Commercial Project”** means any development project with the predominant use that proposes any retail commercial activity use not defined as a service commercial project allowed in the following Ordinance No. _____ classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone, which can include any eating/dinning facility residing on the retail commercial development premises.

M. **“Service Commercial Project”** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices, which can include a stand-alone eating/dining facility residing on the service commercial development premises.

N. **“Single Family Residential Unit”** means each residential dwelling unit development that is situated on one lot that shares no common wall, foundation, or other interconnection with another dwelling unit.

O. **“TUMF Participating Jurisdiction”** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

P. **“Disabled Veteran”** means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

Q. Government/public buildings, public schools, and public facilities that are owned and operated by a government entity in accordance with Section G. subsection Iv of the model TUMF Ordinance. A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply only if all of the following conditions are met:

- (a) The new development being constructed is subject to a long-term lease with a government agency.
- (b) The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.
- (c) No less than ninety percent of the total square footage of the building is leased to the government agency.
- (d) The new development is constructed at prevailing wage rates.

(e) A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

(f) Based on the facts and circumstances, the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

R. **“Non-profit Organization”** means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities, and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c) (3) charitable organization as defined by the Internal Revenue Service.

S. **“Long-Term Lease”** as used in the TUMF Program, a “long-term lease” shall mean a lease with a term of no less than twenty years.

T. **“Mixed-Use Development”** as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

U. **“Guest Dwellings”** and **“Detached Second Units”** according to the State of California legal definition as following: 1) The second unit is not intended for sale and may be rented; 2) The lot is zoned for single-family dwellings; 3) The lot contains an existing single-family dwelling; 4) The second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling; and 5) Are ministerially amended by each jurisdiction’s local codes.

EXHIBIT E

TUMF Program Exemptions

The following types of new development shall be exempt from the provisions of the TUMF Administration Plan:

1. Low-income residential housing as defined in Exhibit D, Section G of the Administrative Plan.

2. Government/public buildings, public schools, and public facilities that are owned and operated by a government entity in accordance with Section Q of Exhibit D of the Administrative Plan and Section G. subsection Iv of the model TUMF Ordinance. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

3. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq*, prior to June 30, 2003, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after June 30, 2003, the TUMF shall be imposed.

4. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

5. "Guest Dwellings" and "Detached Second Units" As defined in Exhibit D of the Administrative Plan and the TUMF Ordinance.

6. Additional single-family residential units located on the same parcel pursuant to the provisions of any agricultural zoning classifications set forth in the Municipal Code.

7. Kennels and Catteries established in connection with an existing single-family residential unit.

8. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venue, coffee/snack shop, bookstore, for-profit pre-school day-care, etc.)

9. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

10. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans.

EXHIBIT F
TUMF Online Portal

The WRCOG TUMF operates through an online portal that may be accessed here. Upon arriving to the site, users, including project developers needing to calculate and pay the TUMF, will select “TUMF Explore” to begin the project information input process.

For jurisdictions listed below, the project information must be submitted directly to that jurisdiction's staff who will be inputting the information into the portal. Once the project record has been created in the portal, developers will be notified by email for updates of project status and the amount of the TUMF obligation.

- City of Jurupa Valley
- City of Moreno Valley
- City of Norco
- City of San Jacinto

For all other jurisdictions the project developer will follow these 7 steps to create an account and complete the project input online:

- Step 1: Select the participating jurisdiction from the menu and login. New users will need to register.
- Step 2: Locate the project using address or parcel number or by a point on the city's map.
- Step 3: through 6: Complete project description form, including land use type, square footage, exemptions (if any), and special use categorization (if needed).
- Step 7: Payment of TUMF

At any time during the entry process the user may select “save draft and exit” and all information will be retained under the user's login for each member agency where the developer may have entered a project. A number will be assigned to the project, which will be used as a reference for updates and any modifications.

Payments by credit card and e-check may be made via the portal. Please note that credit card transactions are subject to non-refundable fees.

Attachment

TUMF Credit/Reimbursement Manual Update

WRCOG TUMF



Credit/Reimbursement Manual

APRIL 7, 2025



TABLE OF CONTENTS

1. INTRODUCTION

1.1	What is the WRCOG TUMF Program?	5
1.2	Purpose and Use of the TUMF Credit/Reimbursement Manual	6

2. ELIGIBLE AND INELIGIBLE PROJECT EXPENSES

2.1	TUMF Reimbursement Manual Vision and Reimbursement Principles	8
2.2	Eligible Project Types	9
2.3	Model Typical Sections for Eligible Project Costs	10
2.4	Eligible Project Expenses	14
2.5	Ineligible Project Types and Expenses	15

3. PUBLIC AGENCY TUMF REIMBURSEMENTS

3.1	Obtaining a Reimbursement	19
3.2	Obligation of TUMF Funds	21

4. DEVELOPER TUMF CREDITS

4.1	Credit for Construction of TUMF Improvements	25
4.2	Credit for Right-of-Way Dedication	29
4.3	Credit for Monetary Contributions	32
4.4	Provisions for Developers Use of Credit	34
4.5	Provisions for Public Agencies Use of Credits	35
4.6	New Financing Districts and Bond Issues	35

5. DEVELOPER TUMF REIMBURSEMENTS

5.1	Obtaining a Reimbursement	40
5.2	Provisions	41

6. CHECKLISTS AND FORMS

Attachment A:	WRCOG TUMF Public Agency Reimbursement Agreement	44
----------------------	--	----

Attachment B:	WRCOG TUMF Developer Credit and Reimbursement Master Agreement	45
----------------------	---	----

Attachment C: Checklist 1:	Developer Credit Agreement to Construct TUMF Improvements – List of Documents and Requirements Prior to Construction of TUMF Improvements	46
-----------------------------------	---	----



WRCOG TUMF Credit/Reimbursement Manual

Attachment D: Checklist 2: Developer Credit Agreement to Construct TUMF Improvements – List of Documents and Requirements After Construction of TUMF Improvements	48
--	-----------

Attachment E: Checklist 3: Public Agency Reimbursement – Invoice Packet Forms List.....	
--	---------

Attachment F: Invoice Cover Letters.....	50
---	-----------

Attachment G: Progress Report.....	53
---	-----------

Attachment H: Checklist 4: Developer Credit Agreement to Construct TUMF Improvements – List of Documents and Requirements for Project Closeout.....	55
--	-----------

7. FREQUENTLY ASKED QUESTIONS (FAQ)	58
--	-----------

LIST OF FIGURES

Figure 1.1 WRCOG TUMF Zones.....	3
Figure 2.1 Typical Section – Construction of New Roadway Lanes.....	10
Figure 2.2 Typical Configuration – Construction of New Interchange	11
Figure 2.3 Typical Configuration - Construction of Interchange Improvements	11
Figure 2.4 Typical Configuration - Construction of New Grade Separation	12
Figure 2.5 Typical Configuration - Construction of Grade Separation Improvements ...	12
Figure 2.6 Typical Infrastructure for Intelligent Transportation Systems (ITS)	13
Figure 3.1 Public Agency TUMF Reimbursement Process	18
Figure 4.1 Credit for Construction of TUMF Improvements Process	24
Figure 4.2 Credit for Right-of-Way Dedication Process	28
Figure 4.3 Credit for Monetary Contributions Process	31
Figure 5.1 Developer TUMF Reimbursement Process	39

LIST OF TABLES

Table 2-1 Eligible Project Types for TUMF Reimbursement.	9
Table 2-2 Typical Infrastructure for Intelligent Transportation Systems (ITS).....	13
Table 2-3 Eligible Project Expenses for TUMF Reimbursement	14
Table 2-4 Ineligible Project Types and Expenses for TUMF Reimbursement	15



WRCOG TUMF Credit/Reimbursement Manual

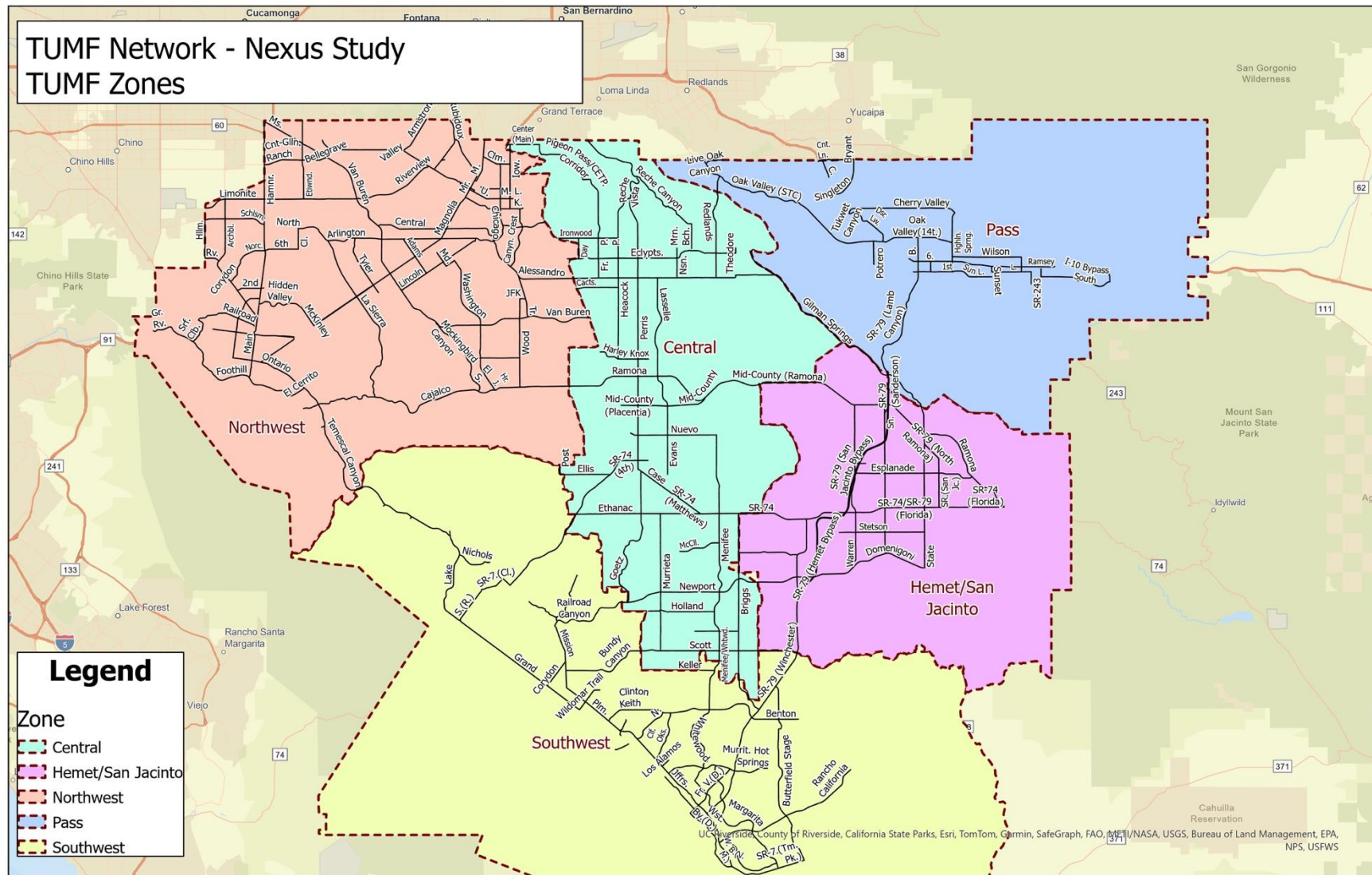


Figure 1.1: WRCOG TUMF Zones



1. INTRODUCTION





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. WRCOG is the administrator of the TUMF Program. It develops the "TUMF Nexus Study," the document that serves as the technical and legal anchor for eligible improvements and the Program fee. WRCOG receives TUMF fees collected from member agencies and then distributes them back to a variety of agencies in the region, including:

- Riverside County Transportation Commission (RCTC);
- Riverside Transit Agency (RTA);
- Western Riverside Regional Conservation Authority (RCA); and
- Western Riverside cities and Riverside County areas, through the applicable TUMF Zones.

Figure 1.1, WRCOG TUMF Zones, illustrates the location of each zone.

The TUMF Program provides significant additional funds from new development to make improvements to the Regional System, complementing funds generated by other funding sources and transportation fee programs. By levying a fee on new developments in the sub-region, local agencies have established a mechanism by which developers and in turn new county residents and employees effectively contribute their "fair share" toward sustaining the regional transportation system.

There are five TUMF Zones designated in the TUMF Program:

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

Each of the agencies in the Zones have common transportation issues. Zone level meetings occur among the public works directors, executive management, and elected officials who work together to select which projects are to be prioritized. Of the TUMF funds received by WRCOG, 45.7% shall be allocated to the five Zones for programming improvements to the Regional System of Highways and Arterials.

Project Cost and Shares

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.



Fees are used to fund planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities. Eligible transportation improvement 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.

1.2 Purpose and Use of WRCOG TUMF Credit/Reimbursement Manual

The purpose of the WRCOG TUMF Credit/Reimbursement Manual is to provide TUMF participating jurisdictions and agencies 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 TUMF eligible and ineligible reimbursable expenses, 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 as described below are encouraged to follow the guidelines set forth in this manual:

Public Agencies

Public agencies who construct TUMF facilities may be eligible for reimbursement of eligible project costs. The reimbursement process is described in Section 3 Public Agency TUMF Reimbursements.

Developers

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." Developers may choose to earn credits against their TUMF obligation through options presented below and in Section 4 Developer TUMF Credits.

**Credit for
Construction of
TUMF Improvements**

**Credit for
Right-of-Way
Dedication**

**Credit for
Monetary
Contributions**

The TUMF ordinance has a provision that if a developer constructs a TUMF facility, the developer will receive credit against the TUMF obligation for the project improvements. If the credit exceeds the TUMF obligation, the developer may be eligible for reimbursement. The reimbursement process is described in Section 5 Developer TUMF Reimbursements.

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. All TUMF reimbursements require an agreement with WRCOG and/or the applicable TUMF participating agency. This manual is intended to be a guide for TUMF participants and shall not be construed to establish any new rules or requirements. Binding TUMF Program rules are set forth in the TUMF Administrative Plan and the applicable city/county TUMF ordinances and resolutions.



2. ELIGIBLE AND INELIGIBLE PROJECT EXPENSES



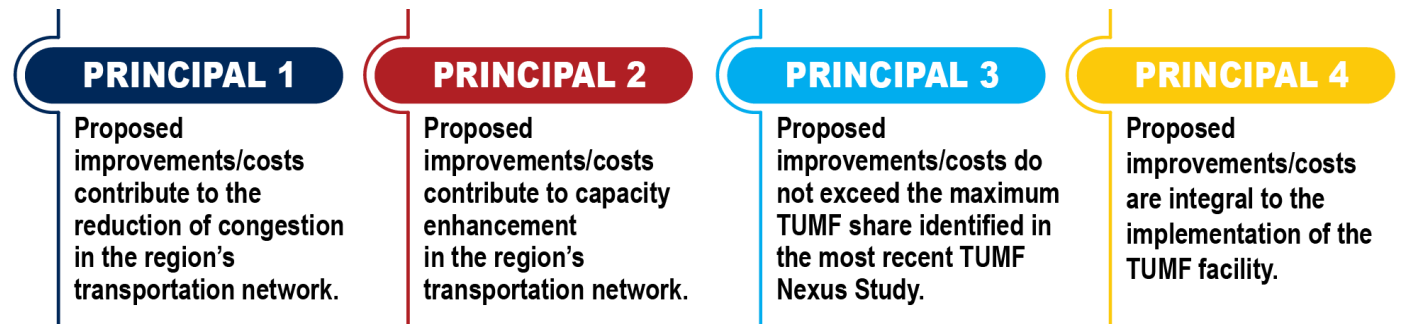


2. ELIGIBLE AND INELIGIBLE PROJECT EXPENSES

2.1 TUMF Reimbursement Manual Vision and Reimbursement Principles

The WRCOG TUMF Reimbursement Manual assists local agencies and jurisdictions with the reimbursement process for eligible project costs of transportation improvements and facilities.

WRCOG coordinates with each local jurisdiction to encourage an efficient reimbursement process and recognizes that there are questions regarding the reimbursement eligibility of project types, improvements and facilities. To assist in determining the eligibility of projects improvements/costs, WRCOG utilizes the TUMF Reimbursement Principles. A project improvement/cost must meet all the principles listed below to be considered eligible for reimbursement.



TUMF eligible project expense reimbursements are only 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.

WRCOG developed a [TUMF Network interactive map](#) to provide member agencies and developers the opportunity to more easily determine whether its facilities are eligible for TUMF funding. This web map contains various filters and layers to sort and display the TUMF Network by project type (interchanges, bridges, railroad grade separations), maximum TUMF share, and whether funding has been allocated for specific projects.

It is the responsibility of member jurisdictions to demonstrate the TUMF Program eligibility of all expenses submitted to WRCOG for review and potential reimbursement. The TUMF Program can only contribute funding for particular expenses as they relate to capacity enhancing projects included in the TUMF Nexus Study. Funding amounts explicitly stated in Reimbursement Agreements between WRCOG and member jurisdictions are reimbursed only if all invoices submitted to WRCOG contain TUMF eligible expenses.

The following subsections list eligible and ineligible project types and expenses for reimbursement.



2.2 Eligible Project Types

Project reimbursement items eligible for funding reimbursement shall follow the Federal Guidelines 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	Expansion of existing TUMF Network interchanges with freeways
Construction of new TUMF Network roadway segments	Construction of new TUMF Network interchanges with freeways
Expansion of existing TUMF Network bridge structures	Grade separation of existing RSHA Network at-grade rail crossings
Construction of new TUMF Network bridge structures	Infrastructure for Intelligent Transportation Systems (ITS) on TUMF Network roadway segments

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:

- 1) Portland Cement Concrete or Asphalt concrete pavement and appropriate base material to accomplish 12 feet per travel lane plus up to four feet for ancillary treatments (e.g. shoulders or Class II Bike Lane);
- 2) Concrete curb and gutter and associated drainage (e.g. paved roadway shoulders and/or open swale);
- 3) Storm drains located within curb to curb, and associated transverse portions perpendicular to the roadway and adjoining portions longitudinal to the roadway (the longitudinal storm drain line shall be sized and reimbursed only for the roadway within right-of-way limits);
- 4) 14-foot raised, paved and painted median (or dual center left turn lane);
- 5) Traffic signals at intersections with state highways and other major arterials that are also on the TUMF Network if identified in the application project description and warranted;
- 6) Pavement striping and roadway signing, as required;
- 7) 6-foot wide concrete sidewalks and associated curb cuts for ADA access at street crossings.

2.3 Model Typical Sections for Eligible Project Costs

Figures 2.1 – 2.6 illustrate general configurations typically eligible for reimbursement under the WRCOG TUMF Program. For more complex projects, additional project features are reviewed for reimbursement eligibility using the TUMF Reimbursement Principles.

Figure 2.1 Typical Section – Construction of New Roadway Lanes.

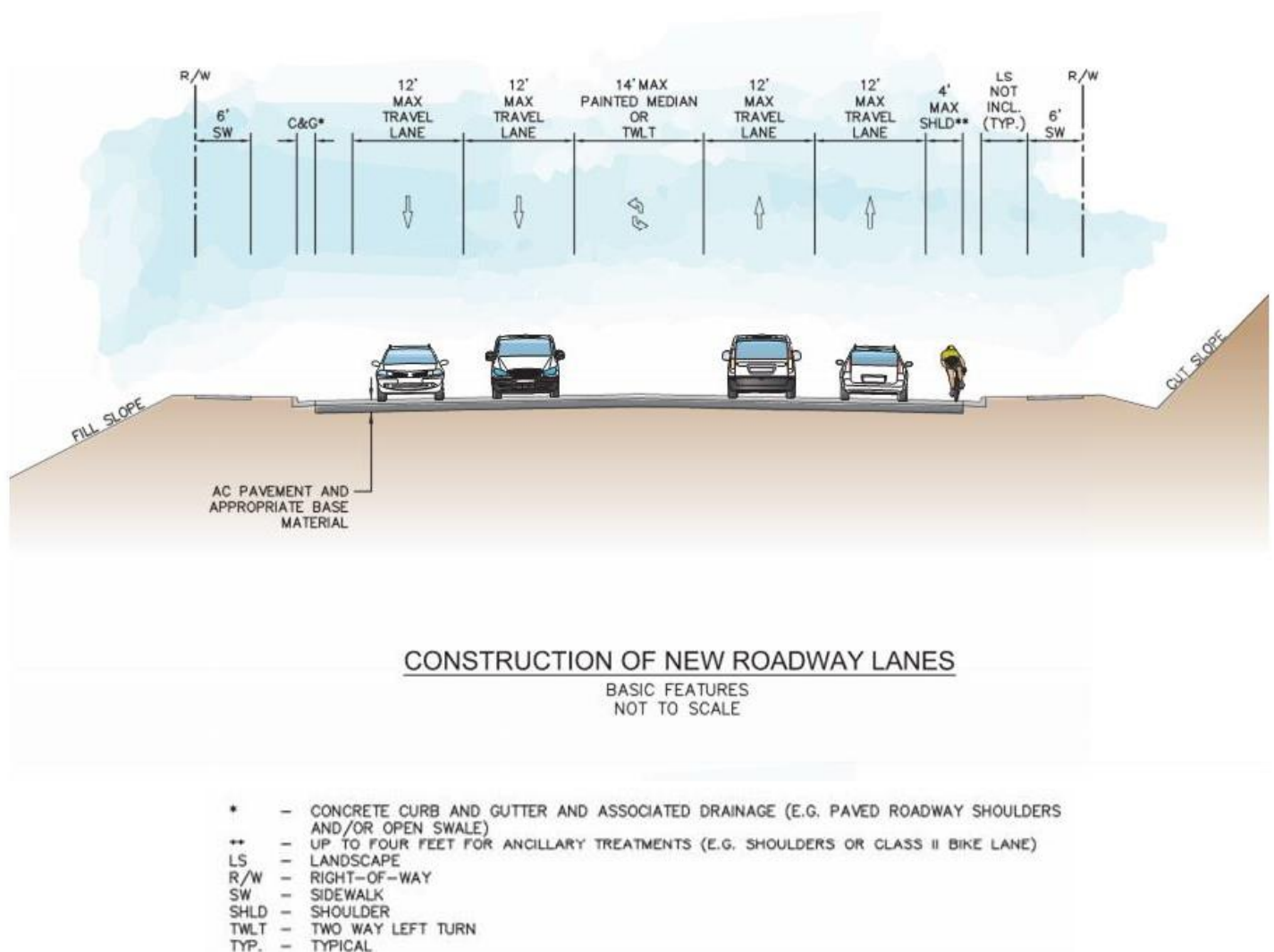


Figure 2.2 Typical Configuration – Construction of New Interchange

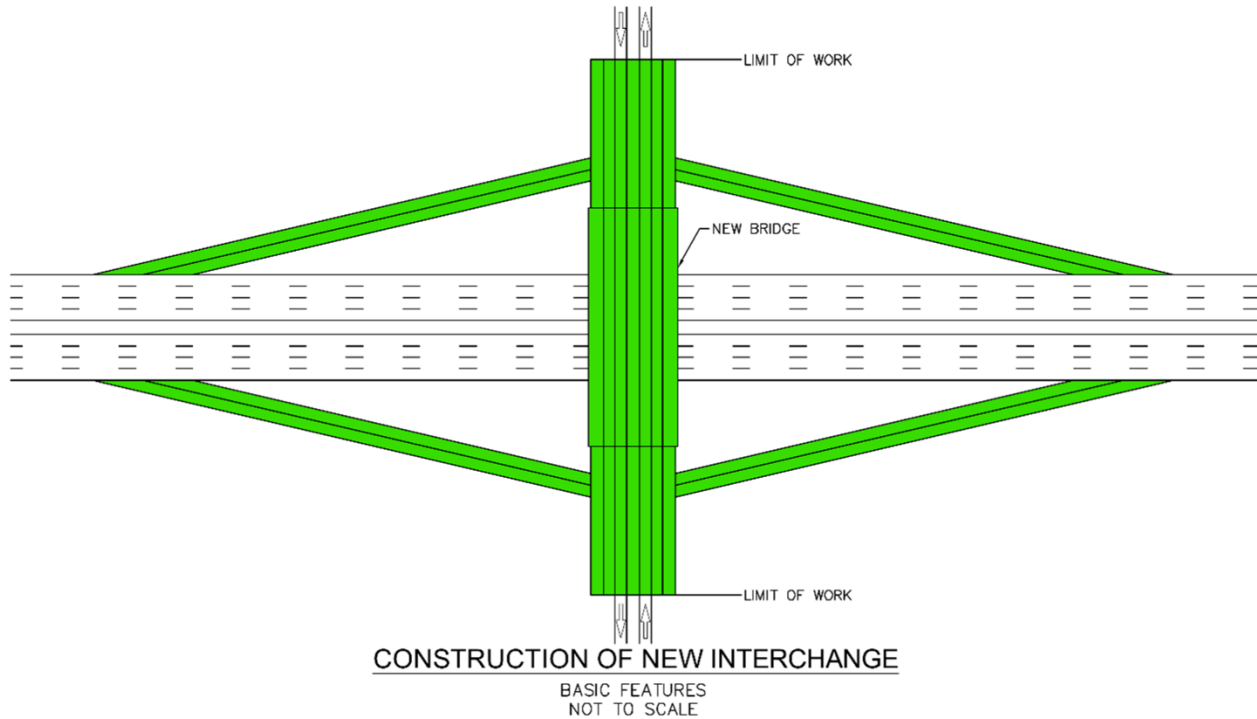


Figure 2.3 Typical Configuration – Construction of Interchange Improvements

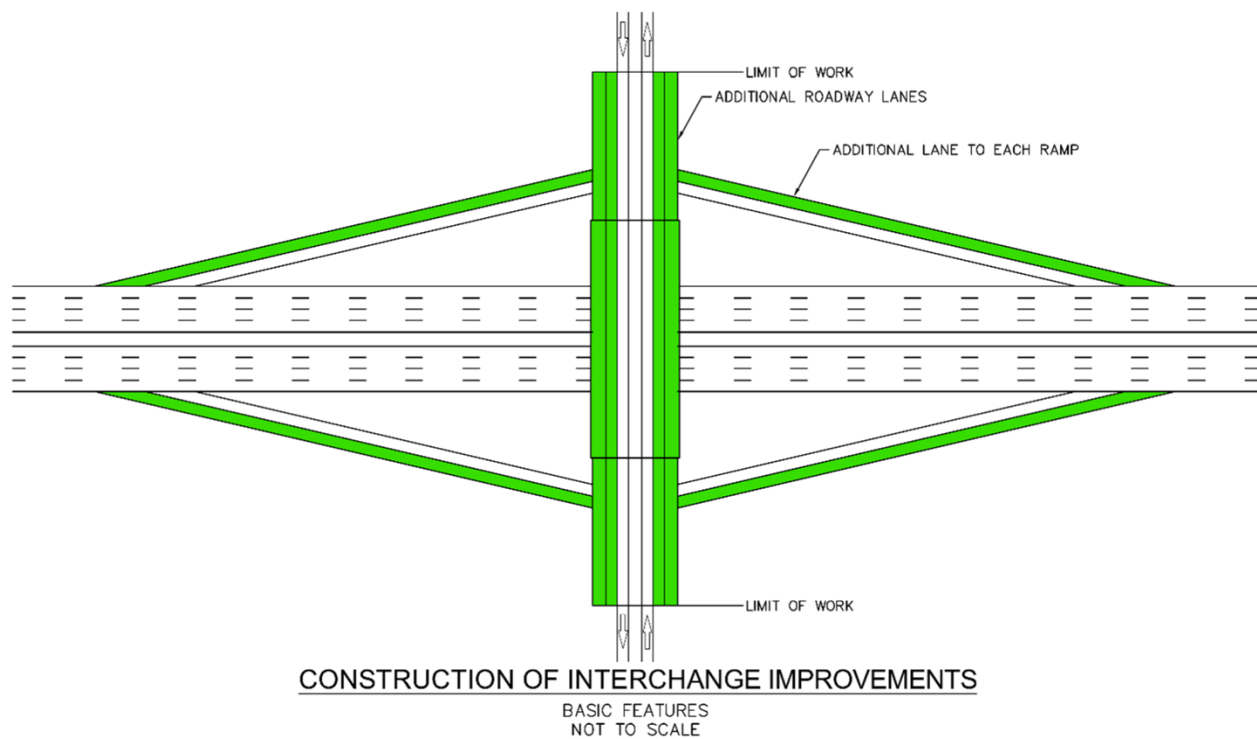


Figure 2.4 Typical Configuration – Construction of New Grade Separation

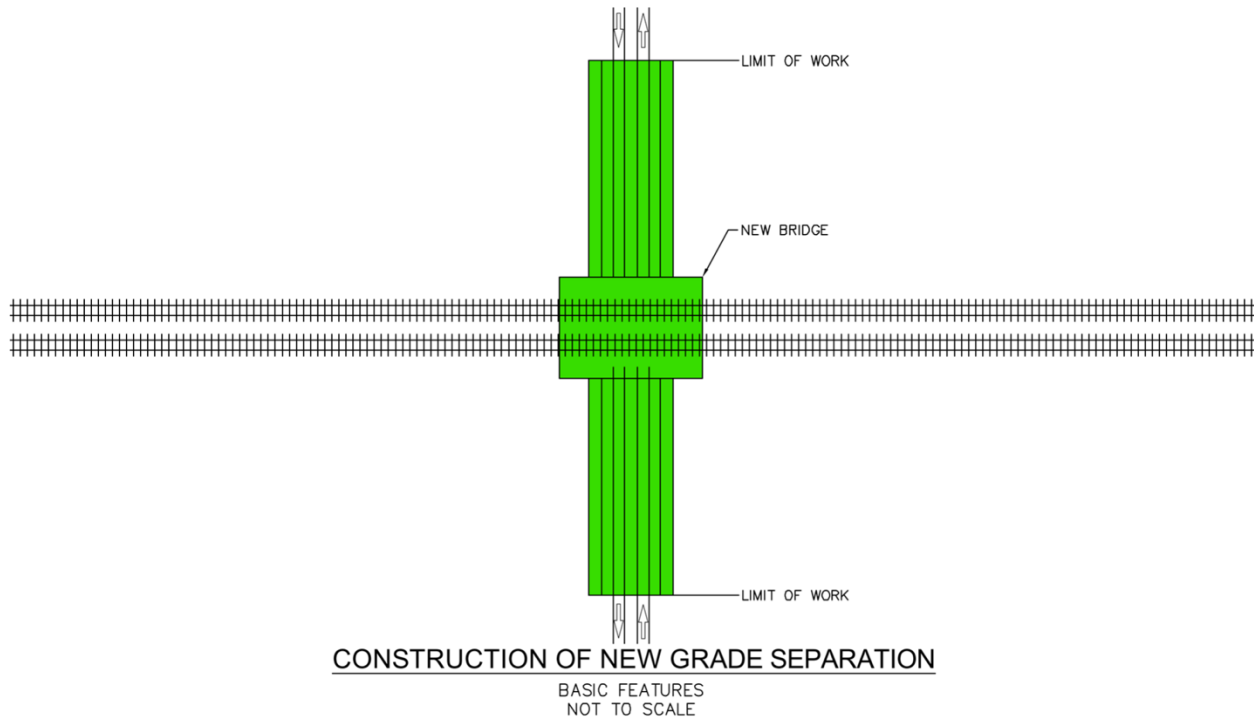


Figure 2.5 Typical Configuration – Construction of Grade Separation Improvements

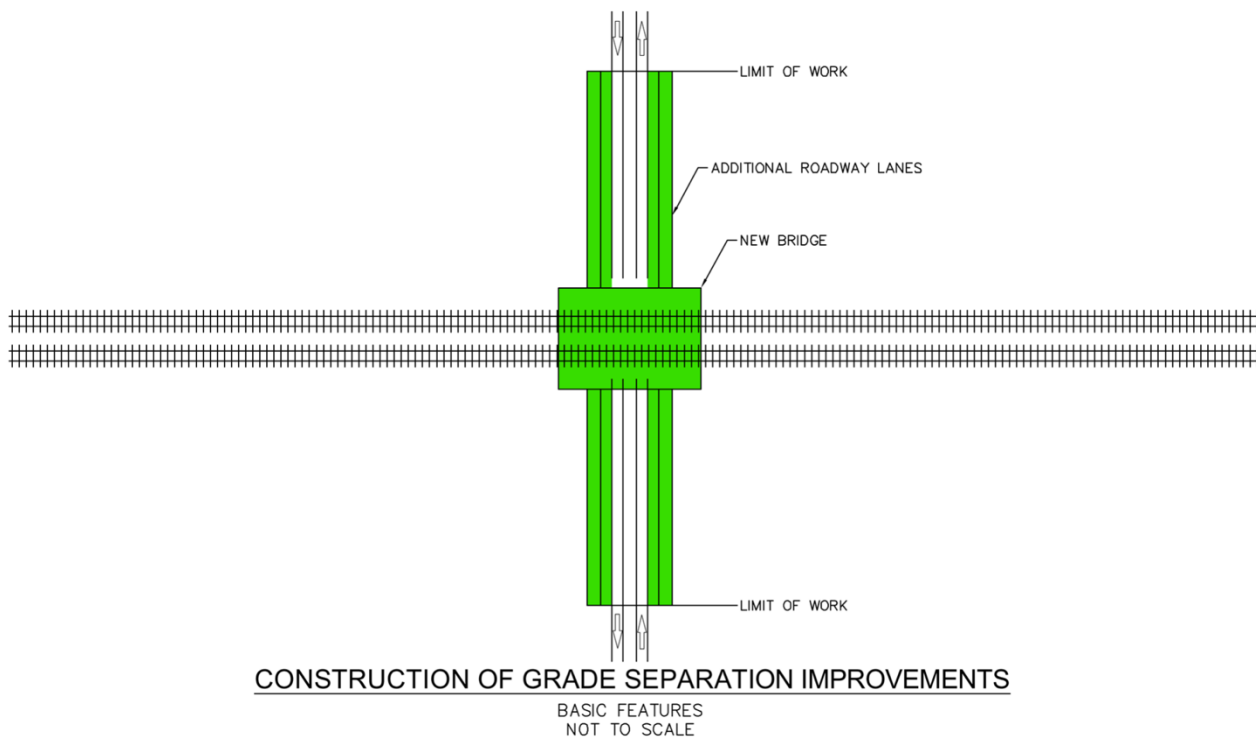


Figure 2.6 Typical Infrastructure for Intelligent Transportation Systems (ITS)

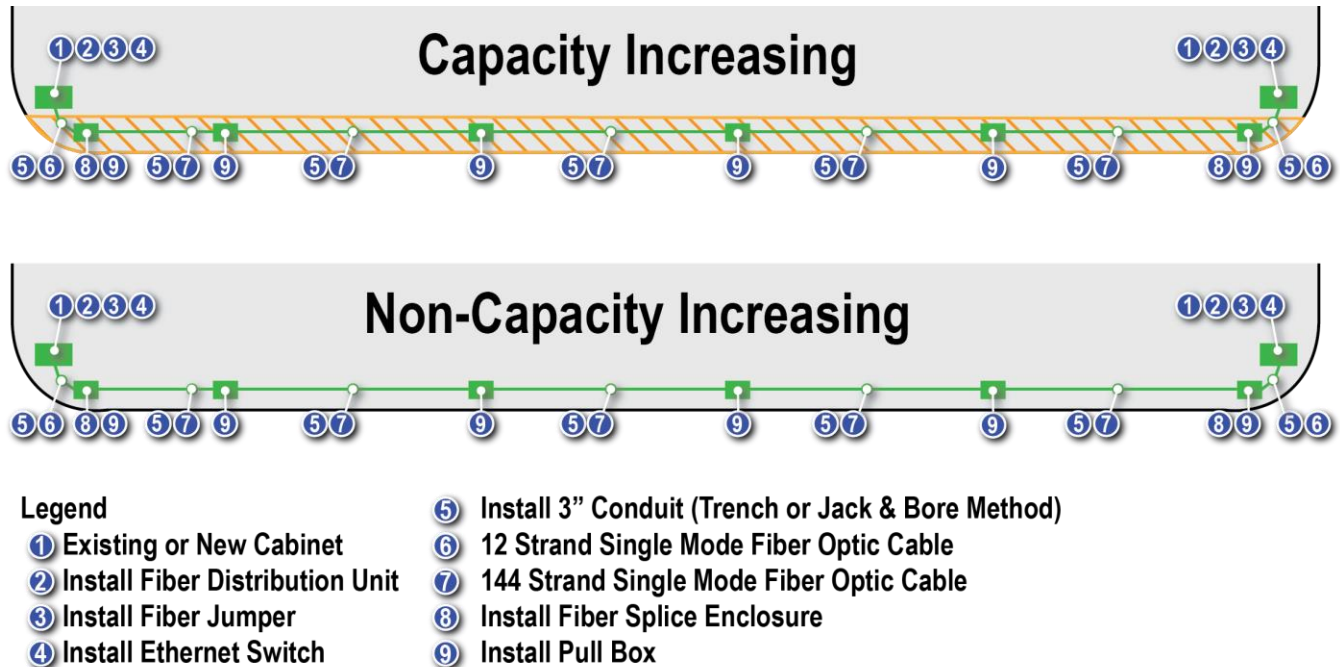


TABLE 2.2
Typical Infrastructure for Intelligent Transportation Systems (ITS)

Traffic signal cabinets and foundations	Traffic signal controllers
Fiber distribution units (FDU)	Splice enclosures
Pull boxes	Fiber optic ethernet switches, including patch cables and connectors
Fiber optic ethernet switches, including patch cables and connectors	Single mode fiber optic (SMFO) cables
Polyvinyl chloride (PVC) schedule 80 conduit	Galvanized rigid conduit

Other ITS Infrastructure specific to the corridor, as approved by WRCOG.



2.4 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 2-3
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 reasonably 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

Maximum reimbursed Pre-Construction Planning and Engineering work = 25% of Construction Costs

Maximum reimbursed for Construction Management (CM) work = 15% of Construction Costs

Relocation of Utilities: Where the local agency is responsible for the relocation of utilities, these relocations are eligible for reimbursement through TUMF by the local agency or developer. Where the utility company is responsible for the relocation of these utilities, this is NOT eligible for reimbursement through TUMF. As a general rule, when other agencies bear the responsibility of project improvements, then the TUMF program should not be a part of the reimbursement for the needed improvement.



2.5 Ineligible Project Types and Expenses

Ineligible project costs include the items listed below. Ineligible project costs follow the Federal Guidelines 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 2-4
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:

- Other aesthetic pavement types (except at interchanges and overpasses)
- Major rehabilitation or overlay of existing pavement in adjacent roadway lanes
- Sanitary sewage infrastructure
- Water systems
- Dry utilities
- Undergrounding infrastructure
- Relocation of any utility, that is determined to be at the utility company's expense, due to prior rights or agreement
- Storm drain systems in excess of draining the roadway
- Detection/retention basins outside of street right-of-way
- Excess right-of-way
- Crosswalk enhancements (e.g. in-pavement lights and HAWK Pedestrian Crosswalk Systems)

Agency staff time in excess of 15% of programmed pre-construction

Agency staff time in excess of 15% of programmed construction

Project features/improvements that have obtained funding from other funding sources



3. PUBLIC AGENCY TUMF REIMBURSEMENTS



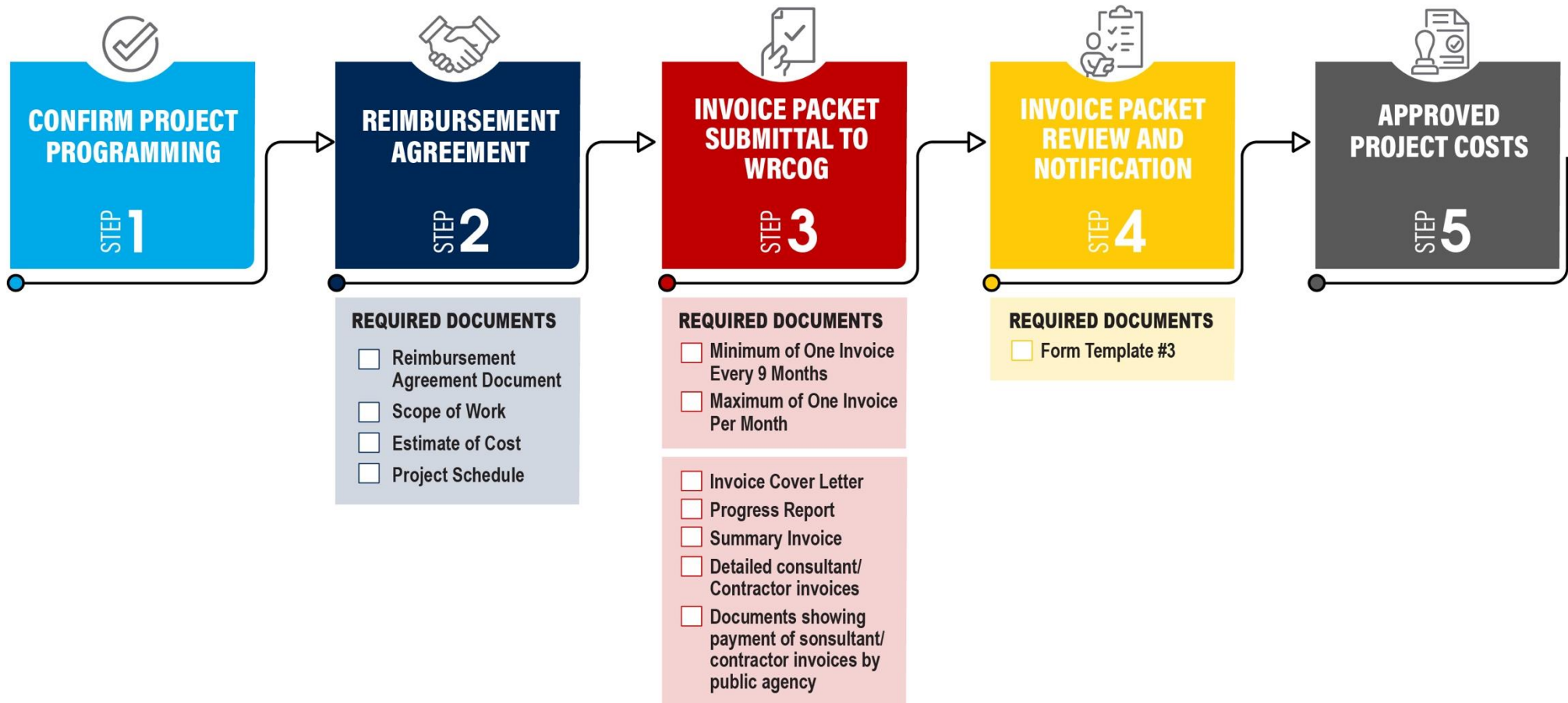


3. PUBLIC AGENCY TUMF REIMBURSEMENTS

Public agencies who construct TUMF facilities are eligible for reimbursement of eligible project costs 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.



WRCOG TUMF Credit/Reimbursement Manual





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 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 6, 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 3. REIMBURSEMENT INVOICING AND REPORTING BY PUBLIC AGENCY

Invoices and Progress Reports

Invoices should be submitted to WRCOG during the fiscal year at a:

- o Minimum of one (1) invoice every 9 months; and
- o Maximum of one (1) invoice per month

Each invoice packet sent to WRCOG shall include the following (Refer to Section 6, Checklist and Forms, for Checklist 3 and model form templates):

- o Quarterly Progress Report (Attachment G: Form Template 2)
- o Quarterly Invoice (Attachment H: Form Template 3)
- o Detailed consultant/contractor invoices
- o Documents showing payment of consultant/contractor invoices by public agency

Invoice Submittal

Credit reimbursement agreements shall be submitted electronically to WRCOG.

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 6, Checklists and Forms, to the public agency 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 5. APPROVED/REJECTED PROJECT COSTS

Upon approval of the invoice, WRCOG will initiate the payment process for the approved amount to the public agency.



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. 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 within one year after execution of the reimbursement agreement, 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



4. DEVELOPER TUMF CREDITS





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:

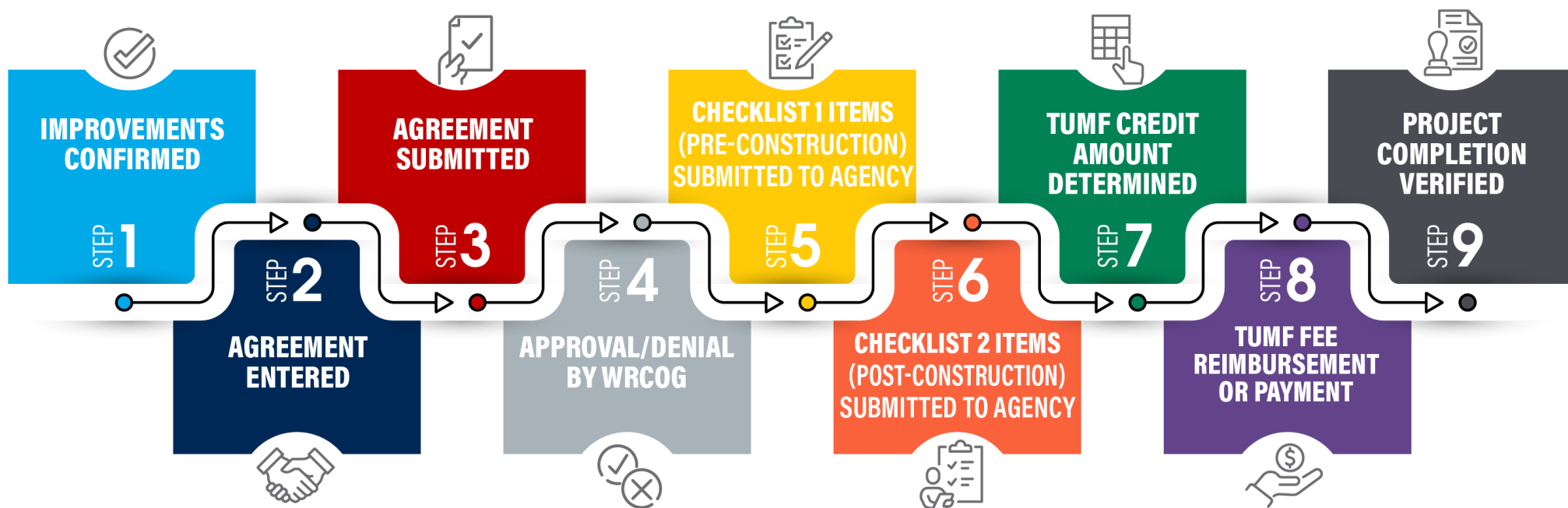
- Construction of TUMF improvements identified on the Regional System of Highways and Arterials (RSHA) Network;
- Right-of-Way (ROW) dedication for RSHA improvements; and
- Monetary contributions to construct TUMF improvements.

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



WRCOG TUMF Credit/Reimbursement Manual

Figure 4.1: Credit for Construction of TUMF Improvements Process





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 typical 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. Enter 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 6, Checklists and Forms**.

.....



Step 3. Submit Credit Agreement to WRCOG

The public agency shall submit the Credit Agreement for Construction of TUMF Improvements to WRCOG for approval. Credit Reimbursement Agreements shall be submitted electronically to WRCOG.



Step 4. Review by WRCOG

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

- 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 that the agreement does not comply. In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval.



Step 5. Prior to Construction: 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 6, Checklists and Forms**) to the public agency. The public agency will make Checklist items available to WRCOG upon request.



Step 6. After Construction: 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 6, Checklists and Forms**) to initiate the construction cost verification process to the public agency.



Step 7. Review by Public Agency

Upon receipt of items listed on **Checklist 2**, the public agency will

Verify eligible construction costs

Determine the TUMF credit amount to be applied toward the project:

- Credit amount as agreed upon in the project's original Master Credit/Reimbursement Agreement approved by WRCOG or actual eligible construction cost: whichever is less
- Provide a written notice determining:
- TUMF credit amount to be applied towards the project to offset the
- TUMF obligation and
- If the TUMF credit exceeds the TUMF obligation.



Step 8. Determine 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**.

TUMF Obligation Exceeds TUMF Credit

If the TUMF obligation exceeds the TUMF credit amount for the project, the amount of the difference is the TUMF balance owed by the developer. The developer shall pay the TUMF balance to the public agency to fully satisfy the TUMF obligation for the project.



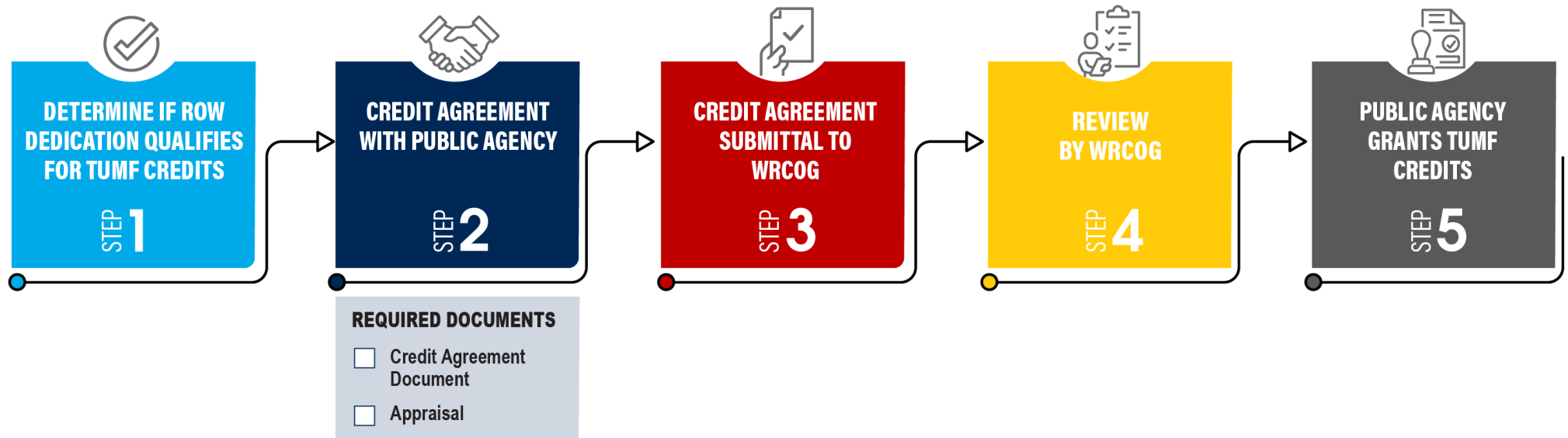
Step 9. Project Closeout

After the TUMF obligation for the project has been met, the public agency is required to submit the items listed on **Checklist 4** (found in **Section 6, Checklists and Forms**) to WRCOG to verify project completion and TUMF obligation.



WRCOG TUMF Credit/Reimbursement Manual

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





4.2 Credit for Right-of-Way Dedication

A developer may receive TUMF credits for Right-of-Way (ROW) dedications. The ROW dedications that may be 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 typical 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 2. Credit Agreement with Public Agency

The developer is required to enter into an WRCOG - approved 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 6, 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 3. Credit Agreement Submittal to WRCOG

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

Credit agreements shall be submitted electronically to WRCOG.

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:

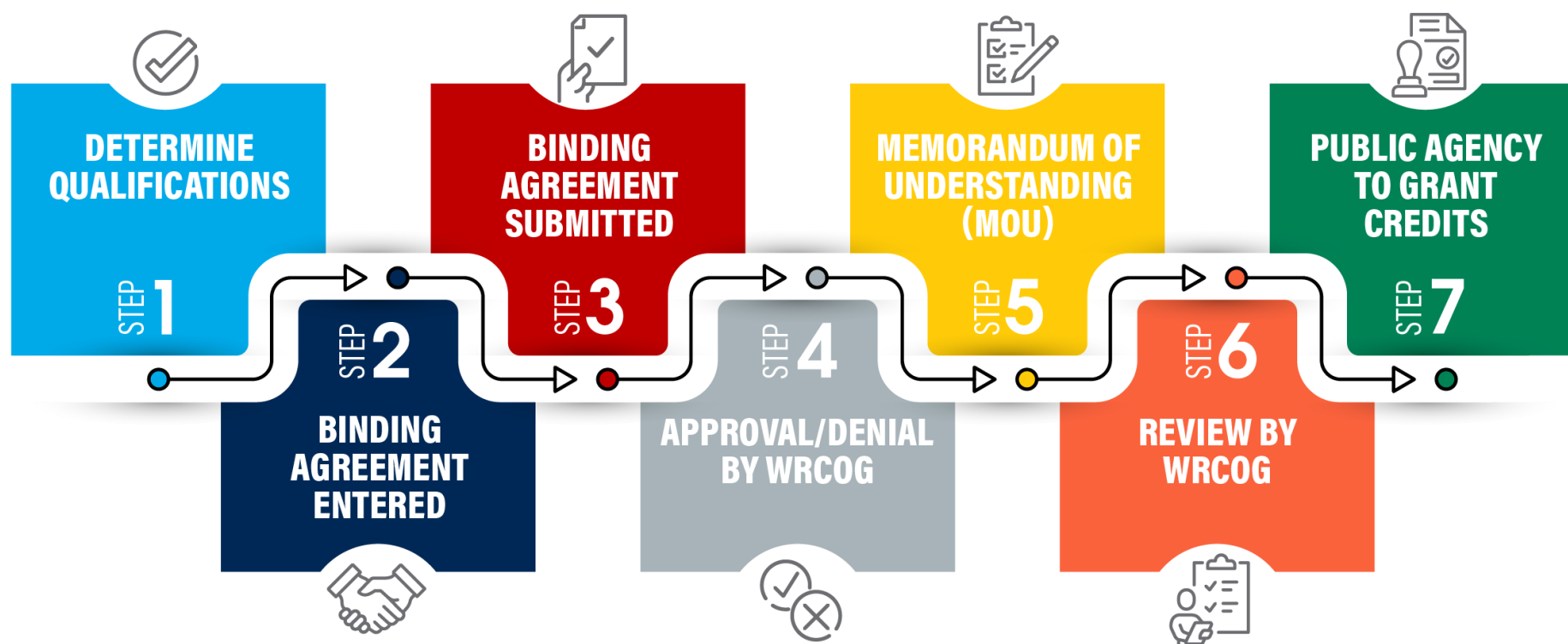
- a. **Approved:** The agreement complies with the TUMF Program; or
- b. **Denied:** The agreement does not comply with the TUMF Program.
WRCOG will provide reasons agreement does not comply. Denied Credit Agreement
In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval.



Step 5. Public Agency Grants TUMF Credits

Upon approval of the Credit Agreement, the public agency will initiate the process to issue to the developer TUMF credits against the TUMF obligation paid by the developer.

Figure 4.3: Credit for Monetary Contributions Process





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 improvement 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 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.

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 stating:

- Approved:** The agreement complies with the TUMF Program; or
- Denied:** The agreement does not comply with the TUMF Program.
WRCOG will provide reasons agreement does not comply. Denied Credit Agreement
In the event WRCOG denies the binding agreement, the public agency may revise and resubmit the binding agreement for approval.



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. 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.



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 after the 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. Annual review of all credit agreements with member agencies every three (3) months.

4.6 New Financing Districts and Bond Issues

The local jurisdiction shall compare facilities in local fee programs against the RSHA and eliminate any overlap in its local fee program.

A financing district is defined as a community facilities district, a local road and bridge district, or an assessment district. For a financing district created or bonds or other evidence of indebtedness issued on or after June 1, 2003, the local jurisdiction may allow a property owner, in lieu of the payment of TUMF to participate in such a financing district and receive credit against the TUMF obligation if the district is funding the following facilities:

- A Regionally Significant Transportation Improvement – facilities that typically are proposed to have six lanes at build out and extend between multiple jurisdictions, or discrete useable segment thereof, as determined by WRCOG;
- Any Type 1, 2, or 3 Interchange or an Interstate or State Highway;
- Any Railroad Crossing with an estimated construction cost of more than ten million dollars (\$10,000,000); and
- Any Bridge located on a regionally significant arterial as defined above.



4.6.1. Credit in Lieu of TUMF Payment

- A.** Prior to and in lieu of payment of TUMF under other funding programs, the local jurisdiction must do all of the following:
- 1)** Sell bonds within 3 years in an amount sufficient to construct the improvement for which the financing district is created;
 - 2)** Receive written approval from the WRCOG Executive Director, or designee; and
 - 3)** In the event that a local jurisdiction is unable to satisfy the requirements described in note 1, above, the local jurisdiction may still excuse the payment of bonds if the local jurisdiction enters into an agreement with WRCOG in which it commits to pay the full amount of any excused Fee, plus interest at the average rate earned by WRCOG over the past twelve months, in the event that the bonds may be extended up to an additional 5 years with the approval of the WRCOG Executive Committee.
- B.** If a local jurisdiction proposed to issue a credit in lieu of requiring the payment of TUMF as provided in this section, then the jurisdiction shall enter into an MOU with WRCOG and provide reasonable information to account for the credit.
- C.** If credit is issued in lieu of requiring the payment of TUMF as provided in this section, then the jurisdiction shall be responsible for construction of the improvements and those improvements shall not be eligible for TUMF Program prioritization or funding.
- D.** Any dispute regarding the implementation of this section may be appealed by the local jurisdiction to the WRCOG Executive Committee for a final determination.
- E.** Where there is an existing financing district or an existing fee program established prior to June 1, 2003, with bonded indebtedness, then the local jurisdiction may credit payment of the TUMF for that portion of the facility identified in both programs. Notwithstanding the previous sentence, a local jurisdiction shall not issue a TUMF credit for any facilities for which bonds have been issued after February 4, 2008, regardless of when the financing district was first created.

This section is not intended to impact the administration of credits as included in this manual.



5. DEVELOPER TUMF REIMBURSEMENTS





5. DEVELOPER TUMF REIMBURSEMENTS

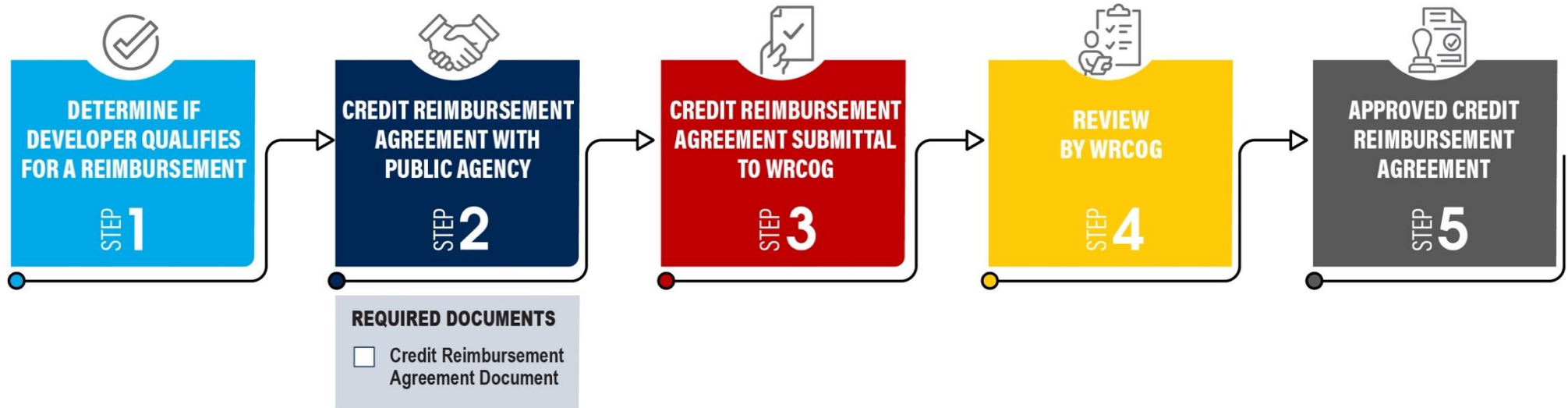
Developers may be eligible for reimbursement for the construction of TUMF facilities in certain instances. If a developer constructs TUMF improvements that cost more than the TUMF obligation, the developer may be reimbursed for the actual project costs that exceed the TUMF obligation. Reimbursements 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 be programmed 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 typical TUMF reimbursement process for developers.



WRCOG TUMF Credit/Reimbursement Manual

Figure 5.1: Developer TUMF Reimbursement Process





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 6, 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 with the following:

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- A notice will be sent from WRCOG confirming receipt.



STEP 4. REVIEW BY WRCOG

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

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



STEP 5. APPROVED CREDIT REIMBURSEMENT AGREEMENT

Upon approval of the Credit Reimbursement Agreement, the public agency will initiate the payment process for the approved amount to the developer.

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.



6. CHECKLIST AND FORMS





6. 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 – Invoice Packet Forms List (**Attachment E**)
- Form Template 1 and 2: Invoice Cover Letter (MS Word) (**Attachment F**)
- Form Template 3: Progress Report (MS Word) (**Attachment G**)
- Checklist 4: Developer Construction Credit Closeout – List of Documents and Requirements for Project Closeout (**Attachment I**)

* Latest versions found at <https://wrcog.us/199/Administration-Fees>



ATTACHMENT A

WRCOG TUMF Public Agency Reimbursement Agreement

Latest versions found at found at <https://wrcog.us/199/Administration-Fees>



ATTACHMENT B

WRCOG TUMF Developer Credit and Reimbursement Master Agreement

Latest versions found at found at <https://wrcog.us/199/Administration-Fees>



ATTACHMENT C

Checklist 1: Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements Prior to Construction of TUMF Improvements

Latest versions found at found at <https://wrcog.us/199/Administration-Fees>



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:

- 1) Bid package prepared per bidding processes and requirements of Public Agency public works department
- 2) 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
- 3) 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
- 4) Copies of contractor(s) proof of insurance coverage throughout the duration of construction
- 5) 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



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

Checklist 2

Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements to Initiate Construction Cost Verification Process

DEVELOPER must provide the following:

- 1) Complete construction by DEVELOPER of all TUMF Improvements in accordance with the approved Plans and Specifications
- 2) Satisfaction by DEVELOPER of the PUBLIC AGENCY's inspection punch list for constructed TUMF improvements
- 3) Final inspection release letter from PUBLIC AGENCY to DEVELOPER after final inspection and approval of completed TUMF improvements
- 4) 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
- 5) DEVELOPER should submit copies of the As-Built plans for the TUMF improvements to the PUBLIC AGENCY
- 6) 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
- 7) 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



ATTACHMENT E

Checklist 3: Public Agency Reimbursement Invoice Packet Forms List



WRCOG TUMF Credit/Reimbursement Manual

Checklist 3

Public Agency Reimbursement

Invoice Packing Forms List

- 1) Invoice Cover Letter (FORM TEMPLATE 1 AND 2)
- 2) Progress Report (FORM TEMPLATE 3)
- 3) Detailed Consultant/Contractor Invoices
- 4) Documents Showing Payment of Consultant/Contractor Invoices by Public Agency



ATTACHMENT F

Form Template 1 and 2: Invoice Cover Letter



WRCOG TUMF Credit/Reimbursement Manual

Form Template 1

Sample Cover Letter to WRCOG

Date

Western Riverside Council of Governments
1955 Chicago Avenue
Riverside, California 92507
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:



WRCOG TUMF Credit/Reimbursement Manual

Form Template 2

Sample Cover Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
1955 Chicago Avenue
Riverside, California 92507
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



ATTACHMENT G

Form Template 3: Progress Report



WRCOG TUMF Credit/Reimbursement Manual

Form Template 3

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



ATTACHMENT H

Checklist 4: Developer Construction Credit Closeout – List of Documents and Requirements for Project Closeout



WRCOG TUMF Credit/Reimbursement Manual

Checklist 4

Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements for Project Closeout

DEVELOPER must provide the following:

All Items provided in both **Checklist 1** and **Checklist 2** including:

- 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
- As-Built plans for the TUMF improvements

Public Agency to provide documents originally provided by DEVELOPER 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

Original Executed Master Credit Agreement Approved by WRCOG

Project Invoices

Final Project Construction Cost



7. FREQUENTLY ASKED QUESTIONS (FAQ)





7. 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 (RCTC), 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?

In order for a fee program like TUMF to be established, State law requires that a "Nexus Study" be prepared to establish the relationship between new growth and transportation improvements needed to mitigate traffic impacts. The most recent Nexus Study for the TUMF Program was adopted by the Executive Committee of the Western Riverside Council of Governments (WRCOG) in September 2024. Fees are set based on the impacts that different land use vehicle trips generate.

3. How can I estimate TUMF fees for a development project?

The [WRCOG TUMF fee calculator](#) tool allows stakeholders to input project-specific information and receive fee obligation estimates for development projects.

The [Fee Calculation Handbook](#) can also assist in the calculation.

4. Are there exemptions to the TUMF fees?

Yes, several development types are exempt from the TUMF, such as: low income residential housing, government and public buildings, public and private schools (K-12 not for profit), rehabilitation or reuse of an existing building, development agreements prior to July 2003, and the sanctuary building of church or house of worship, to name a few.

5. Where can I find the current TUMF fees?

The current TUMF fee schedule can be found on WRCOG's website (<https://wrcog.us/199/Administration-Fees>), and in the TUMF Nexus Study.



WRCOG TUMF Credit/Reimbursement Manual

6. 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.

7. 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.

8. 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.

9. 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. This process is summarized in Section 5 of this TUMF Credit/Reimbursement Manual.

10. How are TUMF obligations met?

Developers may choose, with member agency approval, to meet their TUMF obligation through one of the following options:

- 1) Pay TUMF directly to member agency
- 2) Construct TUMF improvements to receive credit against TUMF obligation
- 3) Provide 100% of the funding for the construction of a regionally significant TUMF improvement such as an interchange.
- 4) Participation in a financing district that will construct a regionally significant TUMF improvement to receive credit.
- 5) The process to obtain TUMF credit for constructing a TUMF improvement is outlined in the flowchart titled
- 6) "Improvements in Lieu of TUMF Payment"



11. What is a credit agreement?

If a developer, as a requirement of the Conditions of Approval, constructs improvements identified on the Regional System of Highways and Arterials, the developer is entitled to a TUMF credit up to 100% of the TUMF obligation, not to exceed the Maximum TUMF Share, if the developer follows the requirements outlined in this TUMF Credit/Reimbursement Manual and the WRCOG Administrative Plan. The developer shall enter into a credit agreement with the member jurisdiction that will identify the maximum TUMF credit to be granted upon completion of the project. A jurisdiction shall not grant TUMF credits unless the credit agreement has been approved in writing by WRCOG.

The unit costs shall be based on the fee in effect at the time the agreement is approved and the maximum TUMF value for the facility(ies) on the Regional System of Highways and Arterials and shall remain fixed through the completion of the project/improvement(s) identified in the agreement.

12. What benefits are there to entering into a credit agreement?

Developers choosing to meet TUMF obligations by constructing TUMF improvements must have an executed credit agreement between the jurisdiction and the developer. A jurisdiction may not allow a developer to pay the TUMF obligation and at a later date enter into a credit agreement with the expectation of receiving a refund.

13. Who is responsible for tracking development done under a credit agreement?

Each member jurisdiction shall be responsible for the administration of TUMF credit agreements and for tracking development done under a credit agreement.

14. 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.

15. How does an agency access funding from the TUMF Program?

Unlike other funding programs, TUMF funding is tied to specific projects based on the adopted Nexus Study. The Nexus Study identifies specific amounts of funding that the Program provides for each transportation project included in the Nexus Study. The general process is therefore as follows:

- 1) The agency requests that a project be included in the Nexus Study
- 2) The agency requests funding through the TUMF Zone
- 3) The agency executes a formal Reimbursement Agreement for the project. The agency implements the project and submits invoices for reimbursement. WRCOG reimburses the agency for actual costs incurred.



WRCOG TUMF Credit/Reimbursement Manual

16. How do TUMF projects get prioritized?

Member agencies can request that TUMF funding be programmed on the WRCOG Transportation Improvement Program (TIP). This request is then forwarded to other agencies in the Zone for their review and approval. Decisions on the level of funding and timing of that funding occurs at the Zone level.

17. How does the reimbursement process work?

The TUMF Program operates on a reimbursement basis. What that means is that the agency must first perform the action, such as laying pavement, prior to requesting reimbursement. The agency is required to consolidate invoices from contractors and then submit these invoices to WRCOG. WRCOG staff and consultants review these invoices and recommend whether they are compliant with the Program requirements and eligible for repayment. Once invoices are verified, WRCOG will remit payment to the jurisdiction.

18. What if I don't agree with WRCOG's review of submitted invoices?

WRCOG staff makes every effort to work with member agencies to process payment on invoices as soon as possible. In many cases, items in question often only require clarification or documentation. As an example, if an agency was required to install a particular feature to obtain a permit from Caltrans, then the expense associated with that feature would be eligible for reimbursement. Therefore, agencies should make sure that they document their expenses and submit their requests for reimbursement in a timely fashion, which should facilitate their review.

19. What if I don't agree with the amount of reimbursement?

The TUMF Nexus Study sets the maximum amount of reimbursement for every project in the TUMF Program. Reimbursement values are set by reviewing recent construction costs throughout the region for similar projects. This approach ensures that all agencies are treated in a fair and equitable manner. The downside to this approach is that it does not have the flexibility to accommodate an instance in which an agency may incur additional expenses for a specific project. In some instances, the Program provides for a 15% contingency factor which can be used for these unforeseen expenses. If member agencies require additional funding, agencies like WRCOG and RCTC are available to assist with securing additional funds.



WRCOG TUMF Credit/Reimbursement Manual

20. What do I do if I think my agency has not received sufficient TUMF funding?

The first step is to make sure your agency has projects included in the TUMF Nexus Study. The next step is to review the Zone 5-Year TIP. The Zone 5-Year TIP allocates near-term TUMF funds which agencies can draw from. The third step is to ensure that your agency has active Reimbursement Agreements in place for projects on the Zone 5-Year TIP. The fourth step is to verify that your agency has completed the work and submitted invoices for reimbursement to WRCOG. In many instances, specific projects may not be progressing because of various delays, including those under control of the agency and those associated with external agencies. Regardless, TUMF is a reimbursement program, and funds will only be provided to an agency when work is completed. Lastly, an agency should make sure that they are involved and engaged in their respective TUMF Zone.

21. How can I find out more about WRCOG's TUMF Program?

To learn more about WRCOG's TUMF Program, please refer to the [TUMF Annual Report \(2023 Edition\)](#) and on the [WRCOG TUMF website](#).

22. Can unused pre-construction funds be utilized in the construction phase?

Yes, WRCOG will allocate unused pre-construction funds to construction.



Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: TUMF Reimbursement Agreement Template Update: Project Signage
Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712
Date: May 8, 2025

Recommended Action(s):

1. Recommend that the Executive Committee approve the updated TUMF Reimbursement Agreement Template.

Summary:

WRCOG maintains a Reimbursement Agreement template to outline the terms for reimbursing local agencies for eligible TUMF project costs, covering project eligibility, invoicing, public acknowledgment, and agency responsibilities. Staff is requesting input on a major update which expands and clarifies public acknowledgment requirements, including mandatory use of WRCOG logos on outreach materials, and installation of standardized project signage.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to update the TUMF Reimbursement Agreement template with regards to the installation of a project construction sign. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our sub-region).

Discussion:

Background

The TUMF Program maintains a Reimbursement Agreement template for publicly led projects in the TUMF Program. The purpose of the Agreement is to establish the terms and conditions under which WRCOG will reimburse local agencies for eligible project costs using TUMF Program funds. It outlines project eligibility, invoicing and reimbursement procedures, public acknowledgment requirements, and responsibilities of both WRCOG and the agency. This template can be updated from time to time.

Present Situation

Staff is requesting input on updates to the WRCOG Agreement to Reimburse TUMF Funds. The primary change to the Agreement is a substantial revision to Section 29 regarding public acknowledgment

requirements. The previous language in Section 29 generally required agencies to acknowledge WRCOG's TUMF Program funding in public notices, news releases, information signs, and other forms of communication. The new language significantly expands and clarifies these requirements.

Under the updated Agreement, agencies must now display the WRCOG TUMF logo on all project outreach materials, including flyers, brochures, newsletters, press releases, websites, and social media posts. All outreach materials must acknowledge WRCOG's funding contribution and must be submitted to WRCOG for approval prior to public release. Additionally, agencies are now required to install a project sign at the project site for the duration of the construction phase of the project. The signage must meet specific standards: it must be a minimum of 2 feet wide by 3 feet tall with maximum of 8 feet wide by 4 feet tall (unless an alternative size is approved), be made of durable, weatherproof materials, and include detailed content such as the project title, funding acknowledgments, project purpose, and anticipated project completion date. WRCOG must approve the design prior to production and installation.

The cost of creating, installing, and ultimately removing the signage will be reimbursable through the TUMF Program. Agencies must install the sign within seven days of construction starting and maintain it until project completion. Failure to comply with the new signage and acknowledgment requirements may result in a withholding of TUMF reimbursements until the agency achieves full compliance.

Prior Action(s):

None.

Financial Summary:

Funding for TUMF activities is included in the Fiscal Year 2024/2025 budget under the TUMF Program (1148) in the General Fund (110). 4% of all TUMF collections are allocated for administrative purposes.

Attachment(s):

[Attachment 1 - Draft TUMF Program Reimbursement Agreement template](#)

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

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and _____ **[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

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 detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the

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

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

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

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

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

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

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

10. AGENCY's Local Match Contribution. The AGENCY shall provide at least (\$_____) **[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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Public Acknowledgement. ~~The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds. The AGENCY shall include the WRCOG logo and/or the WRCOG TUMF logo on all outreach materials related to the project, including but not limited to flyers, brochures, newsletters, press releases, websites, and social media posts. All materials must acknowledge WRCOG TUMF Program's contribution and be submitted to WRCOG for approval prior to public distribution.~~

~~The Contractor~~AGENCY shall also install or caused to be installed, ~~shall create and install a large project sign, in public view, at the Pproject site for the duration of the project. The sign will provide public acknowledgment of the funding entities, including [Agency Name]AGENCY and WRCOG TUMF Program. The sign shall inform the public of the Pproject's purpose, funding sources, and anticipated completion date.~~

1. Specifications for the Sign

The sign shall meet the following specifications:

- Dimensions: Minimum of Standard of -8 feet wide by 4 feet tall is acceptable.
AgencyAGENCY may request a different size, subject to ~~and it must be approved~~
WRCOG's approval by WRCOG.
- Material: Weatherproof and durable materials, resistant to outdoor elements for the duration of the project.
- Content: The sign shall include:
 - The title of the Pproject.

- A statement recognizing the funding provided by [Agency Name] AGENCY and WRCOG, including their logos, if applicable.
- The total Pproject cost (optional).
- The start and anticipated completion dates of the Pproject.
- A brief project description or purpose statement.
- **Design Approval:** All content, logos, and layouts must be pre-approved by AGENCY[Agency Name] and WRCOG before production and installation. If desired, WRCOG can provide a template sign for the AGENCY to use.

2. Installation and Placement

- The sign shall be installed at a visible and safe location near the Pproject site, ensuring maximum visibility to the public.
- Installation shall be completed within 7 days of the Pproject start date and maintained for the duration of the Pproject.
- Upon completion of the Pproject, the ~~Contractor~~ AGENCY shall remove -the sign unless otherwise instructed by the ~~Agency~~ AGENCY.

3. Funding for the Signage

- The cost of the sign, including design, production, installation, and removal, shall be funded jointly by [Agency Name] and by the WRCOG TUMF Program. These costs must be included as a line item in the ~~Contractor's Pproject B~~udget and will be reimbursed upon submission of appropriate invoices and documentation.

4. Noncompliance

Failure to comply with the signage requirements outlined in this Agreement may result in withholding of funds until the signage is produced, installed, and approved by AGENCY [Agency Name] and WRCOG.

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
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Christopher Gray, Deputy Executive Director
Telephone: (951) 405-6710
Facsimile: (951) 223-9720

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[INSERT AGENCY NAME]

By: _____ Date: _____
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____

Approved to Form:

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

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.]~~

EXHIBIT “A-1”**ESTIMATE OF COST**

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

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			

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

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

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

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

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

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

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

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

By: _____
Name
Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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



Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: TUMF Program Status Overview
Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712
Date: May 8, 2025

Recommended Action(s):

1. Receive and file.

Summary:

The TUMF Program funds regional roadway improvements by collecting mitigation fees from new development and staff provides regular updates on collections, reimbursements, and credit agreements. For Fiscal Year 2024/2025, TUMF collections are projected to reach approximately \$95M - higher than recent years - with \$26.7M reimbursed to date, growing rollover balances for future projects. Program highlights include the finalization of the 2025 Transportation Improvement Programs (TIPs) and the implementation of a fee increase effective April 1, 2025.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on the status of the TUMF Program with regards to collections and reimbursements on projects. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our sub-region).

Discussion:

Background

The TUMF Program is designed to provide funding towards capacity enhancing projects on regional arterials and collectors within the WRCOG subregion. Revenue is collected on all residential and non-residential development in the subregion as a mitigation towards additional traffic created. This revenue is used towards capacity enhancing projects within the region which is allocated to both public and private infrastructure development.

Present Situation

Collections and project reimbursements occur on a continual basis as developments proceed and as infrastructure work is completed. For Fiscal Year (FY) 2024/2025, the TUMF Program has collected

\$86,858,482 to date. The largest amount of collections from a city was from Menifee at \$11.2M, while unincorporated County saw \$26.5M, with the majority being collected in the Hemet/San Jacinto Zone with \$13.1M. It is anticipated that by the end of the Fiscal Year, TUMF collections will be ~\$95M. This is higher than normal based on the last three years of TUMF collections.

So far in FY 2024/2025, WRCOG has reimbursed \$26,740,643.24. Large reimbursements were made in the Hemet/San Jacinto Zone for the SR-79 Realignment Project and in the Central Zone for the World Logistics Center / SR-60 Interchange Project in Moreno Valley. Reimbursements are still well below the amount of collections, thereby causing an increasing amount of rollover funds being available in the subsequent TIPs. The amount of reimbursements is higher than normal based on the last three years of TUMF project reimbursements.

WRCOG is also tracking the progress of several developer Credit Agreements that are actively clearing the TUMF obligation through credit. There has been \$10.7M of TUMF obligations that have been satisfied via a Credit Agreement. This includes \$2.5M from the Menifee & Pulte Homes agreement for the Goetz Rd. Project, \$2.2M from the Lake Elsinore & Pulte Homes agreement for the Lake St / Nichols Rd Project, and \$1.3M from the Beaumont & TriPointe Homes agreement for SR-60 / Potrero Interchange Project. These Credit Agreements are established so developers may pay off their TUMF obligation through the construction of TUMF eligible facilities that are part of their conditions of approval.

The TUMF Program has finished meeting annually with each of the Zone Technical Advisory Committees (TAC). Each Zone TAC approved its draft 2025 TUMF 5-year TIP. WRCOG is scheduling Zone Executive Committee meetings to finalize approval of the 2025 TIPs. Once approved, local agencies will be able to create new or amended Reimbursement Agreements based on the new amounts set in the TIPs.

Other Program highlights include the implementation of the increased fee on April 1, 2025, and completion of a TUMF Program Annual Review where all TUMF jurisdictions were found to be in compliance with TUMF.

Prior Action(s):

None.

Financial Summary:

Funding for TUMF activities is included in the Fiscal Year 2024/2025 budget under the TUMF Program (1148) in the General Fund (110). 4% of all TUMF collections are allocated for administrative purposes.

Attachment(s):

None.