



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, September 13, 2021
2:00 PM**

**Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92504**

WRCOG'S OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19

**BECAUSE OF THE CDC MANDATE, MEMBERS OF THE PUBLIC WILL ONLY BE ABLE TO
ATTEND THIS MEETING VIRTUALLY VIA ZOOM**

[Join Zoom Meeting](#)

Meeting ID: 883 0258 7876

Password: 091321

Dial in: (669) 900 6833 U.S.

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 (issued March 17, 2020) in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020). This order states that WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows WRCOG to hold Committee meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically.

To follow the Order issued by the Governor, the Executive Committee meeting scheduled for Monday, September 13, 2021, at 2:00 p.m. will be held in-person at the location listed on the agenda and virtually, on the Zoom platform. Members of the public may submit public 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 at jleonard@wrcog.us. Later requests 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 (Karen Spiegel, 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. Summary Minutes from the August 2, 2021, Executive Committee Meeting

Requested Action(s): 1. Approve the Summary Minutes from the August 2, 2021, Executive Committee meeting.

B. WRCOG Committees and Agency Activities Update

Requested Action(s): 1. Receive and file.

C. Approval of Revised TUMF Credit Agreement Template

Requested Action(s): 1. Approve the revised TUMF Credit Agreement Template.

D. Report out of WRCOG Representatives on Various Committees

Requested Action(s): 1. Receive and file.

E. Approval of the 2021 TUMF Zone 5-Year Transportation Improvement Programs

Requested Action(s):

1. Approve the 2021 TUMF Central Zone 5-Year Transportation Improvement Program.
2. Approve the 2021 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
3. Approve the 2021 TUMF Northwest Zone 5-Year Transportation Improvement Program.
4. Approve the 2021 TUMF Pass Zone 5-Year Transportation Improvement Program.
5. Approve the 2021 TUMF Southwest Zone 5-Year Transportation Improvement Program.

F. Finance Department Activities Update

Requested Action(s): 1. Receive and file.

G. Energy Department Activities Update

Requested Action(s): 1. Receive and file.

H. Single Signature Authority Report

Requested Action(s):

1. Receive and file.

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. Cal Cities Activities Update

Requested Action(s):

1. Receive and file.

B. SCAG Activities Update

Requested Action(s):

1. Receive and file.

C. Overview of PACE Program

Requested Action(s):

1. Receive and file.

7. REPORTS FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Jeff Van Wagenen, County of Riverside

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG, Brian Tisdale

SANDAG Borders Committee, Crystal Ruiz

SAWPA OWOW Committee, Ted Hoffman

SCAQMD, Ben Benoit

SCAG Regional Council and Policy Committee Representatives

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Karen Spiegel, County of Riverside - District 2

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

11. ITEMS FOR FUTURE AGENDAS ~ Members

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

12. GENERAL ANNOUNCEMENTS ~ Members

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

13. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO SECTION 54956.9(d)(1)

Case No. 6-12-12821 (US Bankruptcy Court, Central Division)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Renovate America, Inc., et al. Case Number: 20-13172 (LSS)

San Diego County Superior Court Case No. 37-2021-00007702-CU-MC-NC (Zuniga/Sanchez)

San Diego County Superior Court, Case No. 37-2019-00055692-CU-OR-CTL (Delgado)

Orange County Superior Court, Case No. 30-2019-01104434-CU-CO-CJC (Bertuzzi)

Riverside Superior Court, Case No. RIC2004271 (Baxter/Mitchell)

San Diego Superior Court, Case No. 37-00008300-CU-MC-CTL (Carey)

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, October 4, 2021, at 2:00 p.m., in WRCOG's office located at 3390 University Avenue, Suite 200, Riverside, for Committee members. Members of the public are encouraged to attend this meeting virtually.

15. ADJOURNMENT

Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the Executive Committee was called to order by Chair Karen Spiegel at 2:00 p.m. on August 2, 2021, in WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Committee member Phil Paule led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - David Happe
- City of Beaumont - Mike Lara
- City of Canyon Lake - Kasey Castillo
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Moreno Valley - Victoria Baca
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Ronaldo Fierro*
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Maryann Edwards
- City of Wildomar - Ben Benoit
- County, District 1 - Kevin Jeffries
- County, District 2 - Karen Spiegel
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt
- Riverside County Superintendent of Schools - Dr. Edwin Gomez
- WRCOG Executive Director - Dr. Kurt Wilson

*Arrived after Roll Call

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT: APPROVED AS RECOMMENDED

MOVER: Menifee

SECONDER: WMWD

AYES: Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, San Jacinto, Temecula, Wildomar, District 1, District 2, EMWD, WMWD

A. Summary Minutes from the July 12, 2021, Executive Committee Meeting

Action:

1. Approved the Summary Minutes from the July 12, 2021, Executive Committee meeting.

B. WRCOG Committees and Agency Activities Update

Action:

1. Received and filed.

C. Appointment of one WRCOG Representative to a SCAG Policy Committee

Action:

1. Appointed Jonathan Ingram, City of Murrieta, to the SCAG Energy & Environment Policy Committee for a term commencing August 2, 2021, through December 31, 2022.

D. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

E. Finance Department Activities Update

Action:

1. Received and filed.

F. PACE Programs Activities Update: Requests to Enter into a PSA with First National Assets and Making Certain Determinations with Respect to the Placement of Assessments on the Tax Roll in Ventura County

This item was pulled for discussion by Committee member Chris Barajas, who indicated that WRCOG does not foreclose on properties, and asked if giving the debt to First National Assets (FNA) allows FNA to foreclose on properties.

Casey Dailey, WRCOG Director of Energy & Environmental Programs, responded that the purpose of the proposed Agreement is to ensure that all of the bonds are made whole and are paid on time, ensures that WRCOG does not have to pay to make up any difference, and ensure that a failure to pay the assessment does not lead to foreclosure. The presented Agreement ensures all of this. One stipulated item in the Agreement indicates that no sooner than 60 months or five years would there be an

opportunity to even request that foreclosure action take place. In the event of a foreclosure, the County would be the entity to initiate foreclosure, not WRCOG.

Actions:

1. Authorized the Executive Director to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.
2. Adopted Resolution Number 21-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sales Agreement for the sale of Assessment Installment Receivables.
3. Adopted Resolution Number 22-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain determinations with respect to the placement of Assessments on the Tax Roll in Ventura County.

RESULT: APPROVED AS RECOMMENDED

MOVER: Jurupa Valley

SECONDER: WMWD

AYES: Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, EMWD, WMWD

G. TUMF Program Activities Update: Approval of Reimbursement Agreements

Actions:

1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Calimesa for the Construction Phases of the I-10 / Singleton Interchange Project in an amount not to exceed \$2,000,000.
2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Bundy Canyon Interchange Project in an amount not to exceed \$1,000,000.
3. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Project Approval and Environmental Documentation Phase of the I-15 / Wildomar Trail Project in an amount not to exceed \$1,000,000.
4. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Project Planning, and Engineering, and Right-Of-Way phases of the Palomar Road (Mission Trail to Jefferson) Project in an amount not to \$3,261,517.

H. 4th Quarter Draft Budget Amendment for Fiscal Year 2020/2021

Action:

1. Approved the 4th Quarter Draft Budget Amendment for Fiscal Year 2020/2021.

I. First Amendment to PSA for GIS Assistance for Housing Element Updates

Action:

1. Authorized the Executive Director to execute a First Amendment to the PSA with Houseal Lavigne

Associates for GIS technical and advisory support for Housing Element updates to WRCOG member agencies, and to increase the total not to exceed amount from \$480,000 to \$624,000.

6. REPORTS / DISCUSSION

A. Cal Cities Activities Update

Erin Sasse, Cal Cities Representative, reported that the Legislature is on recess until August 16, 2021.

Cal Cities is in support of SB 344, which would create a program to help the homeless with shelter, food, and basic veterinary services for their pets. The Governor's Budget included \$10M to support this Bill.

SB 619 has to do with organic waste of SB 1383 requirements; Cal Cities was not successful in its bid to delay this Bill from moving forward. Senator Laird is trying to obtain funding for implementation costs; that piece of the Bill is still being negotiated.

Cal Cities still opposes SB 8, which froze all development-related fees once a developer submits a preliminary application.

Cal Cities still opposes SB 9, which has to do with lot splits and accessory dwelling units. Cal Cities urges local jurisdictions to send in letters of opposition.

AB 215 is a negative bill that would require a mid-cycle housing element cycle consultation with the Department of Housing and Community Development. If a jurisdiction's housing development is below the regional average, the jurisdiction would lose its pro-housing designation and the Attorney General could potentially implement punishments. Cal Cities urges local jurisdictions to send in letters of opposition.

AB 989 would create a housing appeals committee, which Cal Cities is opposed to, as there should not be a process outside of the court system.

Action:

1. Received and filed.

B. SAWPA OWOW Grant Funding Opportunity

Ian Achimore, Santa Ana Water Project Authority (SAWPA), reported that there is grant funding available for the Western Riverside County subregion under the One Water One Watershed (OWOW) Program - Proposition 1 Integrated Regional Water Management (IRWM) Round 2. Funding will become available in August 2021.

Program funding is allocated to 12 IRWM Funding Areas across the state; there are 48 subareas called regions. The Santa Ana River Watershed is both an IRWM Funding Area and a region. SAWPA facilitates the IRWM planning and grant funding process through the OWOW Program. Grant funding requires a 50% cost share.

Project eligibility criteria includes response to climate change, contributes to regional water self-reliance, and includes multiple and quantifiable benefits.

Register for workshops and to be notified when the Call for Projects is released at www.sawpa.org/owow/future-funding-opportunities. A virtual workshop is scheduled for August 26, 2021, at 10:00 a.m.

Action:

1. Received and filed.

C. Update to Various Policies and Procedures

Princess Hester, WRCOG Administrative Services Director, reported that staff is presenting updates to WRCOG's Personnel Policies and Procedures, the Procurement Policy, the Request for Proposal Issuance Policy, and a newly created Device Management Agreement.

The Personnel Policies and Procedures include many recent Family and Medical Leave Act and California Family Rights Act updates, general updates to employment policies and practices, updates to paid leave practices, and the inclusion of the new Federal holiday, (June 19) Juneteenth.

The Procurement Policy is being updated to outline purchasing limits, establish standard methods and procedures for purchasing services, adjust contract limits to three years with no more than two amendment options and a maximum duration of five years in general, and indicates that WRCOG does not need to conduct new procurement on existing contracts.

The Request for Proposal (RFP) Issuance Policy update will standardize the RFP and Request for Quote process, develop more focused and intention-based proposals, dictate regular review of service agreements, align with WRCOG's Bylaws, indicate dollar trigger amounts for Executive Director / Committee approval, and ensures a competitive and transparent process.

The newly created Device Management Agreement came about as a result of staff working from home due to the pandemic. A process is necessary to protect WRCOG's investment and safeguard its devices and equipment. The Policy mandates that employees must surrender all devices and passwords upon termination. Employees can no longer use their WRCOG-issued cell phone for personal use. This Policy creates accountability and efficiencies for internal controls.

Committee member Barajas indicated that regarding device passwords, IT staff have the ability to reset passwords if necessary. The Policy should be adjusted to reflect that passwords will be provided to specific IT staff only; the way this Policy is written it includes WRCOG. Committee member Barajas requested to have the information regarding WRCOG and IT collecting passwords stricken.

Mrs. Hester responded that that language will be removed.

Action:

1. Approved the updates to the various Agency Policies and Procedures.

RESULT: APPROVED AS RECOMMENDED

MOVER: Jurupa Valley

SECONDER: Wildomar

AYES: Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake

Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, EMWD, WMWD

NO ANSWER: Moreno Valley

D. PACE Compliance Activities Update

Casey Dailey, WRCOG Director of Energy & Environmental Programs, reported that in fall 2020 Renovate America breached its agreement with WRCOG when it ceased operating its HERO financing. In December 2020, Renovate America filed for bankruptcy, and in January 2021, this Committee directed staff to wind down the entire residential PACE Program. This has been completed and agreements with the other two PACE providers have been terminated.

Mr. Dailey provided an overview of the Compliance process WRCOG staff follow and presented on the various nature of inquiries received from the intake form located on WRCOG's website. The two most popular requests are for payoffs and document requests.

In late May 2021, the Department of Financial Protection (DFPI) and Innovation notified WRCOG that Martinez Construction had defrauded WRCOG and several property owners. WRCOG reviewed and verified the noted assessments were fraudulent. Several of those assessments were already involved in active litigation with WRCOG. WRCOG took the unprecedented initiative to refund monies and remove the PACE assessment from those properties identified. As a result of the investigation, DFPI revoked Renovate America's license to offer PACE financing in the State of California.

WRCOG is not in the financial position to be able to pay for contractors who have broken the law. WRCOG is not a beneficiary of the issued PACE bonds. Payments made to payoff fraudulent assessments and refund monies come from WRCOG's annual operating budget.

The California Budget Act of 2013 created a PACE Loan Loss Reserve Program which is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA). Claims can only be made by banks who hold a mortgage on a PACE-assessed property. WRCOG is seeking to develop a coalition to draft legislation to allow claims to be made beyond what is already allowed.

Committee member Jacque Casillas indicated that if something similar to this would happen in her city, the City Manager would notify the City Council before issuing any payment.

Committee member Brenda Dennstedt asked if staff are looking for a sponsor from the State Legislature to pursue a legislative proposal, and are staff also looking to other Council of Governments for support.

Mr. Dailey responded that yes, staff are seeking support and legislation, and once the Legislature comes out of recess staff will pursue those conversations.

Action:

1. Directed staff to develop a coalition to pursue legislation to allow claims to be filed with the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) PACE Loan Loss Reserve Program for fraud and identity theft.

RESULT: APPROVED AS RECOMMENDED

MOVER: WMWD

SECONDER: Corona

AYES: Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, EMWD, WMWD

NO ANSWER: Moreno Valley

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Jeff Van Wagenen reported that the Technical Advisory Committee heard presentations on the SAWPA OWOW Grant Funding Opportunity, early childhood education / challenges / opportunities, and an update from the University of California, Riverside, on OASIS Park.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Crystal Ruiz, SANDAG Borders Committee representative, reported that the Committee heard presentations on mid-term elections in Mexico and the decrease in transportation across the border due to the pandemic.

Committee member Ted Hoffman, SAWPA OWOW Steering Committee representative, reported that in the first round of the Proposition 1 - Round 2 grant funding, 16 disadvantaged communities took advantage of that for a total of 36 projects. SAWPA recently awarded a general service agreement with GEI Consultants to oversee and implement the upper Santa Ana River Watershed homeless encampment Phase 1 water quality control monitoring and trash assessment.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Spiegel reported that the September meeting of this Committee is being held on the second Monday, September 13, due to the Labor Day holiday, and the Administration & Finance Committee is dark during the month of August.

Chair Spiegel asked for members interested in serving on the Administration & Finance Committee to email her by August 11, 2021, at ksspiegel@rivco.org and cc Janis Leonard at jleonard@wrcog.us.

10. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

In the interest of time, Dr. Kurt Wilson had no report.

11. ITEMS FOR FUTURE AGENDAS

There were no item requests for future agendas.

12. GENERAL ANNOUNCEMENTS

There were no general announcements.

13. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 2 cases.

Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 8 cases

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Renovate America, Inc., et al. Case Number: 20-13172 (LSS)

San Diego County Superior Court Case No. 37-2021-00007702-CU-MC-NC

San Diego County Superior Court, Case No. 37-2019-00055692-CU-OR-CTL

Orange County Superior Court, Case No. 30-2019-01104434-CU-CO-CJC

Orange County Superior Court, Case No. 30-2019-01108410-CU-FR-CJC

San Diego Superior Court, Case NO. 37-2021-00018483-CU-MC-CTL

14. OPEN SESSION

The Executive Committee authorized WRCOG to pay \$7,500.00 to settle the Clure case.

15. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, September 13, 2021, at 2:00 p.m., on the Zoom platform. Committee members will have the option of attending in person.

16. ADJOURNMENT

The meeting was adjourned at 4:39 p.m.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 13, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide updates on noteworthy actions and discussions held in recent standing Committee meetings, and to provide general project updates.

Background:

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of August 2021.

Prior Action(s):

August 2, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - August 2021 Committee Meeting Recaps](#)



**Western Riverside Council of Governments
Executive Committee
Meeting Recap
August 2, 2021**

Following is a summary of key items discussed at the last Executive Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9120/ec-0821-revised>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9126/ec-0821pp>

SCAG Policy Committee Appointment Made

- Council member Jonathan Ingram, City of Murrieta, was appointed to the SCAG Energy & Environment Policy Committee.

PACE Program Activities Update

- The Executive Director was authorized to enter into a Purchase and Sales Agreement with First National Assets for the purchase of delinquent assessment receivables.

1st Amendment to GIS PSA

- The Executive Director was authorized to execute a First Amendment to the PSA with Houseal Lavigne Associates for GIS technical and advisory support for Housing Element updates. The additional support provides technical assistance to WRCOG member agencies in order to meet AB 686 and Affirmatively Furthering Fair Housing requirements. Expenditures for the projects under this PSA and subsequent Amendment will be reimbursed by SCAG as part of the Regional Early Action Planning – Subregional Partnership Program and do not have a fiscal impact on WRCOG.

SAWPA OWOW Grant Funding

- Staff from the Santa Ana Watershed Project Authority (SAWPA) provided an update on a grant opportunity through the One Water One Watershed (OWOW) Program.
- Through Proposition 1, there is an estimated \$27 million dollars for projects that fit the corresponding criteria: responds to climate change, contributes to regional water self-reliance, and includes multiple and quantifiable benefits.
- Public agencies, non-profits, public utilities, federally recognized Indian Tribes, California Native American Tribes, and mutual water companies are eligible to apply.
- Members interested in more information can sign up for an upcoming workshop via the OWOW email list on the SAWPA webpage: www.sawpa.org/owow/future-funding-opportunities/. The Call for Projects will begin Fall 2021.

Updates to Various Agency Policies and Procedures

- Staff presented an update to Agency policies and procedures for legal compliance with current regulations.
- The following were updated, Personnel Policies and Procedures, Procurement Policy, Request for Proposal Issuance, and a new Electronic Device Policy was introduced.
- These updates standardize purchasing practices and will aid in the development of more focused and intention-based processes connected to WRCOG's goals and bylaws.

PACE Compliance Activities Update

- Staff were directed to develop a coalition to pursue legislation to allow claims to be filed with the California Alternative energy and Advanced Transportation Financing Authority PACE Loan Loss Reserve Program for fraud and identity theft.

Executive Committee Chair Comments

- Reminder that September's meeting is being held on the 2nd Monday of the month (September 13) due to the Labor Day holiday.
- If you are interested in serving on the Administration & Finance Committee, please contact Chair Karen Spiegel at ksspiegel@rivco.org or Janis Leonard at jleonard@wrcog.us by August 11, 2021.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, September 13, 2021, at 2:00 p.m., in-person (tentatively) at the County of Riverside Administrative Center, 1st floor Board Chambers, and virtually on the Zoom platform.



**Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
August 12, 2021**

Following is a list of key items discussed at the last Planning Directors Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9127/pdc-0821>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9140/pdc0821pp>

2021 TUMF Credit Agreement Template Update

- WRCOG is revising the TUMF Credit Agreement template. This item was brought forward to the PDC after the approval was tabled in PWC in order to clarify issues. These issues include the selling of credits to other projects, and the Right-Of-Way requirements.
- WRCOG is becoming a third party of the Credit Agreements to verify TUMF obligation, total credit, and perform reconciliation at the request of member agencies. This change will only affect new agreements.
- After further analysis, WRCOG will not allow for the selling of credits due to complexity of the distribution of funding. The requirement for appraisals on all Right-Of-Way acquisitions will continue.
- The PDC voted to recommend that the Executive Committee approve the TUMF Credit Agreement template update.

Update to RCA's MSHCP Mitigation Fee Implementation Manual

- Jennifer Fuller, Regional Conservation Authority staff, presented on the revised MSHCP Mitigation Fee Implementation Manual.
- The Manual sets further guidance for fee implementation, collection, and remittance; outlines the appropriate methods for calculating mitigation payments for different types of projects; and provides multiple examples of how to apply the Local Development Mitigation Fee.
- RCA is seeking feedback from the member agencies to update and improve the Manual. RCA is requesting all RCA member agencies to provide comments during the comment period starting August 12, 2021 and ending October 11, 2021.
- RCA will be convening a Mitigation Fee Implementation Manual Committee, which will meet on select Tuesdays from August 31, 2021, through November 16, 2021. RCA is requesting participation from three additional volunteers to join the Committee to assist in the review and resolution of comments received for potential inclusions in the updated Manual.
- Please contact Jennifer Fuller (jfuller@rctc.org) with any comments or if you are interested in serving on the Committee.

TUMF Applications on Projects Without City Permitting

- WRCOG was made aware of an issue regarding the process by which a member agency checks TUMF obligations on permits. Some developments are not permitted through the agency, nor go through a local jurisdiction process. These developments are not TUMF exempt and require TUMF payment.
- Jurisdictions only permit ancillary site projects such as grading, streetlights, etc. Process for ensuring TUMF obligation is met becomes invalid as the jurisdiction is not the permitting agency.
- There were general comments that the local agency could tie the TUMF obligation towards some of the grading permits, but not the building itself.

- WRCOG will provide a memo on how to handle these issues, and more fully describe some of the exemptions on publicly owned building development.

TUMF CCI Implementation

- The Executive Committee approved the Construction Cost Index (CCI) adjustment at its July 7, 2021, meeting. This increased TUMF fees by approximately 3% on all land uses.
- Member agencies participating in the TUMF Program must adopt a new TUMF resolution by October 2021 so that the new fees can go into effect by January 1, 2022. WRCOG has provided a template Fee Resolution and draft Staff Report on which to base council actions.

Legislative Activities Update

- Bill Blankenship provided a legislative update as the State Legislature reconvenes on August 16.
- AB 687, which enables member agencies of WRCOG to voluntarily enter into a Joint Powers Agreement to fund housing projects, was signed into law and chaptered by the Secretary of State on July 23, 2021. If any Housing Trusts were to be formed, the bill mandates that any potential agency be governed by a separate body of elected officials within Western Riverside County.
- The following bills were highlighted: SB 9 - Allows for lot splits in Single-Family residential areas; SB 12 - Planning and Zoning for High-Risk Wildfire Areas; AB 602 - housing impact fees based on the square footage of a unit; AB 950 - the Department of Transportation may sell excess property to a city and county for affordable housing.
- AB 140 - Housing and Homeless provisions, 2021 Budget Act was signed into law and chaptered by the Secretary of State.

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, September 9, 2021, at 9:30 a.m., in-person at WRCOG's office and virtually on the Zoom platform.



**Western Riverside Council of Governments
Public Works Committee
Meeting Recap
August 12, 2021**

Following is a list of key items discussed at the last Public Works Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9130/pwc-0821>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9141/pwc0821pp>

2021 TUMF Credit Agreement Template Update

- WRCOG is revising the TUMF Credit Agreement template. This item was brought forward to the PDC after the approval was tabled during the last PWC meeting in order to clarify issues. These issues include the selling of credits to other projects, and the Right-Of-Way requirements.
- WRCOG is becoming a third party of the Credit Agreements to verify TUMF obligation, total credit, and perform reconciliation at the request of member agencies. This change will only affect new agreements.
- After further analysis, WRCOG will not allow the selling of credits due to complexity of the distribution of funding. The requirement for appraisals on all Right-Of-Way acquisitions will continue.
- The PWC voted to recommend that the Executive Committee approve the revised TUMF Credit Agreement.

Smart Streetlights Implementation Plan

- WRCOG and Michael Baker International (MBI) are developing a Smart Streetlights Implementation Plan to identify opportunities for member agencies and participants of the Regional Streetlight Program to utilize streetlights as smart city assets.
- Staff and MBI have completed a Community Assessment to evaluate community “readiness” to start implementing smart technologies or infrastructure on streetlights. The survey showed that over 60% of respondents already provide Wi-Fi at government buildings and most have completed an LED streetlight retrofit with plans to convert more. Additionally, the survey also showed that most respondents do not have a policy regarding data collection and use.
- A Peer Agency Review is nearly complete which is analyzing how other public agencies deployed smart streetlight solutions. Staff and MBI have conducted online research and completed phone interviews with staff from the Cities of Atlanta, Columbus, Detroit, Kansas City, Las Vegas, Los Angeles, and San Diego. Key findings from this review include identifying program parameters and metrics and establishing a business model so the technologies pay for themselves or recognize the expense to solve an identified issue or need.

Public & Partner Map-based Surveys for Upcoming Caltrans District 8 Active Transportation Plan

- Caltrans District 8 is developing [the Caltrans District 8 Active Transportation Plan](https://www.catplan.org/district-8) (<https://www.catplan.org/district-8>) to identify bicycle and pedestrian improvements on and near the State Highway System (SHS). As part of the development, Caltrans staff presented on its Public & Partner Map-based Survey on State Highway System Active Transportation needs. The public [survey](https://survey.catplan.org/Home?lang=en&sid=8) (<https://survey.catplan.org/Home?lang=en&sid=8>) will be open until October 30, 2021 and is also available in Spanish at <https://survey.catplan.org/Home?lang=es&sid=8>.
- In addition to the public survey, a [partner survey](https://clowder.tierraplan.com/caltrans/8) (<https://clowder.tierraplan.com/caltrans/8>) is available for jurisdiction staff. PWC members are encouraged to take the partner survey on-behalf of its jurisdiction. Partner survey instructions may be found at <https://bit.ly/2VlzHol>.

- The survey will help identify bicycle and pedestrian location-based needs on or near the state highway system. Location-based needs are any location where existing infrastructure may have a gap or deficiency that creates a challenging or uncomfortable condition for people walking or biking along or across the State Highway System. These location-based needs will be documented so that they can be incorporated into future projects.

TUMF CCI Implementation

- The Executive Committee approved the Construction Cost Index (CCI) Adjustment at its July 7, 2021, meeting. This increased TUMF fees by approximately 3% on all land uses.
- Member agencies participating in the TUMF Program must adopt a new TUMF resolution by October 2021 so that the new fees can go into effect by January 1, 2022. WRCOG has provided a template Fee Resolution and draft Staff Report on which to base council actions.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, September 9, 2021, at 2:00 p.m., in-person at WRCOG's office and virtually on the Zoom platform.



**Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
August 19, 2021**

Following is a summary of key items discussed at the last Technical Advisory Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9138/tac0821>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9150/tac0821pp>

Public Service Fellowship Update

- Staff reported that recruitment for the 6th cohort of the Public Service Fellowship Program is underway and applications are being accepted from both interested students and members who would like to host a Fellow in Fiscal Year 2021/2022.
- Members who are interested in hosting a Fellow must apply **by Tuesday, August 24, 2021**. The host agency application can be accessed at <https://wrcog.us/DocumentCenter/View/9148/Host-Agency-Application-Packet>.
- Selected Fellows are placed in a member agency to support various projects and are compensated \$17.50/hour. Fellow applications are due on Monday, September 13, 2021, and can be accessed at https://wrcog.us/DocumentCenter/View/9142/Fellowship-Application_updated1.

TUMF CCI Implementation Update

- The Executive Committee approved the Construction Cost Index (CCI) Adjustment at its July 7, 2021, meeting. This increased TUMF fees by approximately 3% on all land uses.
- Member agencies participating in the TUMF Program must adopt a new TUMF resolution by October 2021 so that the new fees can go into effect by January 1, 2022. WRCOG has provided a template Fee Resolution and draft Staff Report on which to base council / board actions.

Environmental Department Activities Update

- On June 26, 2021, the Cities of Canyon Lake, Lake Elsinore, and Wildomar organized a multi-city community clean-up event as a part of the Love Your Neighborhood Program. WRCOG staff was present at the event kick-off to provide volunteers with clean-up materials.
- On July 21, 2021, WRCOG hosted a virtual SB 1383 organics capacity planning workshop. CalRecycle and the Riverside County Department of Environmental Health covered information on the reporting requirements for organics processing capacity planning and commercial edible food recovery capacity planning. The recorded workshop can be accessed at <https://youtu.be/pS3BFFEnEd0>.
- The fourth virtual AltCar live will be featured on WRCOG's Future Forward Webinar series on August 25, 2021. The webinar will highlight regional and statewide efforts and funding opportunities for clean technology and infrastructure. Registration for the event can be accessed at <https://www.altcarexposocal.com/reg-app>.
- Due to the restrictions of COVID-19, WRCOG developed a digital campaign that is utilized to educate the public on the proper disposal of used oil and oil filters. For Fiscal Year 2019/2020, WRCOG hosted 20 used oil and filter collection events and collected and exchanged 1,229 filters. The annual report for the Oil Payment Program FY 2019/2020 was submitted to CalRecycle on August 13, 2021.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, September 16, 2021, at 9:30 a.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside, 92501, for Committee members. Members of the public are encouraged to join virtually on the Zoom platform.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of Revised TUMF Credit Agreement Template
Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, 951- 405-6712
Date: September 13, 2021

Requested Action(s):

1. Approve the revised TUMF Credit Agreement Template.

Purpose:

The purpose of this item is to request approval of the revised TUMF Credit Agreement template.

Background:

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 agencies and the March JPA participate in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, the Western Riverside County Regional Conservation Authority (RCA), and the Riverside Transit Agency (RTA).

Update

WRCOG staff has revised the TUMF Credit Agreement template. This revised template was provided to the Planning Directors and Public Works Committees for review and comment at its August 2021 meetings. The TUMF Credit Agreement is an agreement made between the local agency and a developer for TUMF credit to be given towards the developer's TUMF obligation as defined by the current TUMF fee schedule. With a Credit Agreement, developers can receive credits on the facility built as a condition for the approval of their development with a local jurisdiction. If the facility is a part of the TUMF Network, the developer can receive this amount as credit towards its TUMF obligation.

Changes to the Credit Agreement Template

WRCOG is updating the Credit Agreement template so that WRCOG becomes a third party on the Credit Agreement. By becoming a third party, WRCOG can verify the estimated TUMF obligation on a development and confirm the maximum amount of credit that can be given on the construction of a TUMF facility. Also, upon reconciliation of a Credit Agreement, whereas the developer shows all invoices for TUMF-eligible work and the development constructed, WRCOG can confirm the amount a

developer can be repaid, and/or how much a developer owes on their project. WRCOG can then also legally make direct payments to the developer on costs beyond their TUMF obligation, rather than having to move through multiple parties to make final payment. Other updates to the Credit Agreement template clarify that WRCOG can be assigned the task to perform the Credit Agreement reconciliation at the request of a local agency.

It should also be noted that in order to execute a Credit Agreement, the Agreement must be authorized by the WRCOG Executive Committee, to be signed by the WRCOG Executive Director. Once this is complete, the local jurisdiction should sign the agreement as authorized by its own City Council / Board.

Prior Action(s):

August 12, 2021: The Public Works Committee recommended that the Executive Committee approve the revised 2021 TUMF Credit Agreement template.

August 12, 2021: The Planning Directors Committee recommended that the Executive Committee approve the revised 2021 TUMF Credit Agreement template.

Fiscal Impact:

This item is for information purposes only; therefore, there is no fiscal impact.

Attachment(s):

[Attachment 1 - WRCOG TUMF Credit Agreement Template - Revised](#)

For Use Between Public Agency and Developer
“Master Agreement”

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

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

RECITALS

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

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

_____ (“Project”);

WHEREAS, the AGENCY is a member agency of WRCOG, a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2016 Update” (“2016 Nexus Study”)

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

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

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

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

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

TERMS

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

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

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

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work

in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms

and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

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

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

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

compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

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

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY’s demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

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

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement (“Estimated Costs”). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by

AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

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

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

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

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

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed

by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

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

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurrence limit of Two Million Dollars (\$2,000,000) and aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

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

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

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

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy.

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

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

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

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY _ pursuant to Ordinance No. (insert appropriate reference for city or county) as part of the TUMF Program is **[INSERT DOLLAR VALUE OF TUMF REQUIREMENT]** (\$ _____) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Ordinance No. (insert appropriate reference for city or county)).

14.3 Credit Offset Against TUMF Obligation. Pursuant to Ordinance No. (insert appropriate reference for city or county)) and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

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

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

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such

structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

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

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit “C”. The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement (“Verified Costs”). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer. The Agency may request that WRCOG calculate the amount of the Verified Cost. In this case, the AGENCY shall provide WRCOG written notice and all necessary documentation and allow WRCOG fifteen (15) days to determine costs. Agency will notify the Developer within the previous thirty (30) day deadline

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

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

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

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the

TUMF Obligation (“TUMF Overpayment”), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY’s Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with (insert appropriate reference for city or county) (see Exhibit “F” - Example C)

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance No. (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement Agreement”). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

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

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among AGENCY, WRCOG and Developer. Developer’s contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

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

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or

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

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

To AGENCY:

Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attention: Executive Director
Telephone: (951) 405-6700
Fax No. (951) 223-9720

To Developer:

Attn: _____

Fax No. (____) _____

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

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

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

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

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

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

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

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

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

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

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:

[**INSERT NAME OF DEVELOPER**]

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENT:**

By: _____

Its: Executive Director-_____

ATTEST:

By: _____

Its: _____

AGENCY:

[**INSERT NAME OF AGENCY**]

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

For Use Between Public Agency and Developer
“Master Agreement”

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

EXHIBIT A-1

EXHIBIT “B”

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

EXHIBIT B-1

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of _____ (\$_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed

EXHIBIT B-2

thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
 COUNTY OF _____)

On _____, before me,

 Date

Here Insert Name and Title of the Officer

personally appeared _____,
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

 Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer –
 Title(s): _____

☐ Corporate Officer –
 Title(s): _____

☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

EXHIBIT B-4

☐
Other: _____

Signer is
Representing: _____

—

☐
Other: _____

Signer is
Representing: _____

—

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ (\$_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the

EXHIBIT B-6

Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,

Date

Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer –

Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

Signer's Name: _____

☐ Corporate Officer –

Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

EXHIBIT B-8

☐

Other: _____

Signer is
Representing: _____

—

☐

Other: _____

Signer is
Representing: _____

—

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT “C”

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF VERIFIED COSTS

To assist AGENCY in determining the Verified Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. If Developer is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvement. Only actual, documented and reasonable costs directly related to the TUMF Improvement will be considered. Costs should be documented as specified below.
3. Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.
4. List of bidders from whom bids were requested;
5. Construction schedules and progress reports;
6. Contracts, insurance certificates and change orders with each contractor, consultant, service provider or vendor;
7. Invoices received from all contractors, consultants, service providers and vendors;
8. Canceled checks for payments made to contractors, consultants, service providers and vendors (copy both front and back of canceled checks);
9. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
10. Final lien releases from each contractor and vendor; and
11. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT “D”

REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 20____, by and between the [INSERT “City” OR “County”] of _____, [**INSERT “a California municipal corporation” FOR CITY OR “a subdivision of the State of California” FOR COUNTY**] (“AGENCY”), the Western Riverside Council of Governments (“WRCOG”), a Joint Powers Agency and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, AGENCY, WRCOG and Developer are parties to an agreement dated _____, 20____, entitled “Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program” (hereinafter “Credit Agreement”);

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

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

TERMS

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

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement”). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] (“Reimbursement Amount”). WRCOG shall, upon receipt and approval of information requested by WRCOG, shall be responsible for transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit “D” to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[INSERT "City" OR "County") of _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT “E”

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

- (a) Prepare a separate bid package for the TUMF Improvements.
- (b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
- (c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
- (d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY’s requirements and guidelines.
- (e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:

- (a) Copies of all information listed under Item 1 above.
- (b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY’s acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

- (a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
- (b) Developer shall have satisfied the AGENCY’s inspection punch list.
- (c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.

(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) If DEVELOPER is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvements. Only actual, documented and reasonable costs directly related to the TUMF Improvements will be considered. Costs should be documented as specified below.

(iii) Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.

(iv) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(v) Invoices from all contractors, consultants, service providers and vendors.

(vi) Copies of cancelled checks, front and back, for payments made to contractors, consultants, service providers and vendors.

(vii) Final lien releases from each contractor and vendor (unconditional waiver and release).

(viii) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(ix) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See

attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE
REFERENCE TO ATTACHED SAMPLE



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 13, 2021

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to inform the Executive Committee of activities occurring on the various Committees in which WRCOG has an appointed representative.

Background:

This item serves as a placeholder for WRCOG representatives' use in providing materials pertaining to meetings of the Committee they have been appointed to.

CALCOG Board of Directors (Brian Tisdale)

The August 20, 2021, CALCOG Board of Directors meeting was cancelled. The next CALCOG Board of Directors meeting is scheduled for September 17, 2021.

SANDAG Borders Committee (Crystal Ruiz)

The August 27, 2021, SANDAG Borders Committee meeting was cancelled. The next SANDAG Borders Committee meeting is scheduled for September 17, 2021.

SAWPA OWOW Steering Committee (Ted Hoffman)

The next SAWPA OWOW Steering Committee meeting is scheduled for September 23, 2021.

Prior Action(s):

August 2, 2021: The Executive Committee received and filed.

Fiscal Impact:

WRCOG stipends are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the General Fund.

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of the 2021 TUMF Zone 5-Year Transportation Improvement Programs
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, 951-405-6710
Date: September 13, 2021

Requested Action(s):

1. Approve the 2021 TUMF Central Zone 5-Year Transportation Improvement Program.
2. Approve the 2021 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
3. Approve the 2021 TUMF Northwest Zone 5-Year Transportation Improvement Program.
4. Approve the 2021 TUMF Pass Zone 5-Year Transportation Improvement Program.
5. Approve the 2021 TUMF Southwest Zone 5-Year Transportation Improvement Program.

Purpose:

The purpose of this item is to request approval of the revised TUMF Credit Agreement Template.

Background:

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County.

TUMF Zone Transportation Improvement Program (TIP) Approval

TUMF funds are programmed through a collaborative exercise involving each of WRCOG's member agencies. The WRCOG subregion is divided into TUMF Zones, which allows member jurisdictions to coordinate with neighboring ones to discuss project allocations. The five TUMF Zones are comprised of the following:

1. Central Zone: Menifee, Moreno Valley, Perris, and Riverside County (District 5)
2. Hemet / San Jacinto Zone: Hemet, San Jacinto, and Riverside County (District 3)
3. Northwest Zone: Corona, Eastvale, Jurupa Valley, Norco, Riverside, and Riverside County (Districts 1 & 2)
4. Pass Zone: Banning, Beaumont, Calimesa, and Riverside County (District 5)
5. Southwest Zone: Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and Riverside County (Districts 1 & 3)

Staff and elected officials representing each jurisdiction within its respective Zones meet regularly to discuss funding allocations for individual projects. The result of these meetings is a 5-year Zone-specific TIP, which must be approved by the Executive Committee.

Prior Action(s):

September 7, 2021: The TUMF Southwest Zone Executive Committee recommended that the Executive Committee approve the 2021 Southwest Zone 5-Year Transportation Improvement Program.

August 27, 2021: The TUMF Hemet / San Jacinto Zone Executive Committee recommended that the Executive Committee approve the 2021 Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.

August 23, 2021: The TUMF Northwest Zone Executive Committee recommended that the Executive Committee approve the 2021 Northwest Zone 5-Year Transportation Improvement Program.

August 5, 2021: The TUMF Central Zone Executive Committee recommended that the Executive Committee approve the 2021 Central Zone 5-Year Transportation Improvement Program.

July 29, 2021: The TUMF Pass Zone Executive Committee recommended that the Executive Committee approve the 2021 Pass Zone 5-Year Transportation Improvement Program.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the Transportation Department.

Attachment(s):

[Attachment 1 - 2021 Central Zone 5-Year TIP - DRAFT](#)

[Attachment 2 - 2021 Hemet San Jacinto Zone 5-Year TIP - Draft](#)

[Attachment 3 - 2021 Northwest Zone 5-Year TIP - DRAFT](#)

[Attachment 4 - 2021 Pass Zone 5-Year TIP-DRAFT](#)

[Attachment 5 - 2021 Southwest Zone 5-Year TIP - DRAFT](#)

Attachment 1

Central Zone 5-Year Transportation Improvement Program - DRAFT



2021 Central Zone 5-Year Transportation Improvement Program - DRAFT

Fiscal Year				FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Forecast Revenues				\$7,500,000	\$7,575,000	\$7,612,875	\$7,650,939	\$7,727,449	\$54,867,500	\$ (57,419,778)	\$107,982,440	
Carryover Revenues (As of Feb 2021)				\$17,457,975	\$ (8,145,049)	\$ (15,834,525)	\$ (10,721,650)	\$ (4,070,711)				
Available Revenue				\$24,957,975	\$ (570,049)	\$ (8,221,650)	\$ (3,070,711)	\$3,656,738				
Programmed Expenditures												
County of Riverside												
06-CN-RCY-1103	Cajalco Road, Alexander Street to I-215 (3.280 mi. 2 to 4 lanes)	PLN	PA&ED	\$328,840	\$-	\$-	\$-	\$-	\$328,840	\$ (271,160)	\$600,000	\$14,074,000
		PLN	PSE	\$1,813,338	\$-	\$-	\$-	\$-	\$1,813,338	\$-	\$1,813,338	
City of Menifee/County of Riverside												
05-CN-RCY-1004	Newport Road/I-215 Interchange	PND	PA&ED	\$0	\$-	\$-	\$-	\$-	\$0	\$ (2,573,829)	\$2,573,829	NA
		STD	CON	\$176,067	\$-	\$-	\$-	\$-	\$176,067	\$ (5,528,774)	\$5,704,840	
City of Menifee												
16-CN-MEN-1178	Scott Road/I-215 Interchange	PLN	CON	\$1,451,887	\$-	\$-	\$-	\$-	\$1,451,887	\$ (13,548,112)	\$15,000,000	\$38,423,000
18-CN-MEN-1181	Holland Road / I-215 Overcrossing	PLN	CON	\$3,250,000	\$3,205,000	\$-	\$-	\$-	\$6,455,000	\$-	\$6,455,000	\$6,699,000
		PLN	PA&ED	\$619,548	\$-	\$-	\$-	\$-	\$619,548	\$ (57,452)	\$677,000	
18-CN-MEN-1182	Scott Road Widening (Sunset Ave to I-215)	PLN	ENG	\$729,740	\$-	\$-	\$-	\$-	\$729,740	\$ (1,490,260)	\$2,220,000	\$13,434,000
			ROW	\$2,809,000	\$-	\$-	\$-	\$-	\$2,809,000	\$-	\$2,809,000	
20-CN-MEN-1183	McCall/I-215 Interchange	PLN	PA&ED	\$1,456,958	\$-	\$-	\$-	\$-	\$1,456,958	\$-	\$1,456,958	\$17,553,000
		PLN	ENG	\$1,752,230	\$-	\$-	\$-	\$-	\$1,752,230	\$-	\$1,752,230	
21-CN-MEN-XXXX	McCall Blvd Widening (Aspell Rd to Menifee Rd)	PLN	PA&ED/PS	\$462,000	\$-	\$-	\$-	\$-	\$462,000	\$-	\$462,000	\$2,620,000
		PLN	ROW	\$548,000	\$-	\$-	\$-	\$-	\$548,000	\$-	\$548,000	
		PLN	CON	\$-	\$1,507,000	\$-	\$-	\$-	\$1,507,000	\$-	\$1,507,000	
21-CN-MEN-XXXX	Holland Rd (Antelope to Haun)	PLN	CON		\$1,800,000				\$1,800,000	\$-	\$1,800,000	\$14,679,000
City of Moreno Valley												
05-CN-MOR-1012	Moreno Beach Drive/SR-60 Interchange Phase II - Overcrossing - 1	PLN	PA&ED	\$389,993	\$-	\$-	\$-	\$-	\$389,993	\$ (1,251,842)	\$1,641,835	\$32,306,000
		PLN	ENG	\$467,621	\$-	\$-	\$-	\$-	\$467,621	\$ (4,038,251)	\$4,505,872	
		PLN	ROW	\$-	\$-	\$-	\$-	\$-	\$-	\$ (5,568,406)	\$218,000	
		PLN	CON	\$6,300,000	\$2,500,000	\$1,500,000	\$1,000,000	\$-	\$11,300,000	\$ (2,825,074)	\$14,125,074	
05-CN-MOR-1013	Nason Street/SR-60 Interchange w/Bridge Phase II	CLD	PA&ED	\$-	\$-	\$-	\$-	\$-	\$-	\$ (500,000)	\$500,000	NA
		CLD	ENG	\$-	\$-	\$-	\$-	\$-	\$-	\$ (1,381,451)	\$1,381,451	
		CLD	ROW	\$60,500	\$-	\$-	\$-	\$-	\$60,500	\$ (897,034)	\$836,534	
		PND	CON	\$163,466	\$1,000,000	\$1,000,000	\$-	\$-	\$2,163,466	\$ (7,931,466)	\$11,261,500	
20-CN-MOR-1184	Redlands Blvd/SR-60 Interchange	PLN	PA&ED	\$3,500,000	\$0	\$-	\$-	\$-	\$3,500,000	\$-	\$3,500,000.00	\$38,423,000
		PLN	PSE	\$-	\$0	\$-	\$-	\$3,000,000	\$3,000,000	\$-	\$3,000,000.00	
City of Perris												
18-CN-PER-1180	Goetz Road (Ethanac Road to Case Road)	PND	ENG	\$691,000	\$-	\$-	\$-	\$-	\$691,000	\$-	\$691,000	\$2,608,000
		PLN	ROW	\$1,100,000	\$-	\$-	\$-	\$-	\$1,100,000	\$-	\$1,100,000	
		PLN	CON	\$715,000	\$-	\$0			\$715,000		\$715,000	
13-CN-PER-1164	Perris Boulevard Widening, Phase II	STD	ENG		\$44,220	\$-	\$-	\$-	\$44,220	\$ (705,780)	\$750,000	\$5,432,000
		PLN	ROW		\$808,257	\$-	\$-	\$-	\$808,257	\$ (1,235,900)	\$2,044,157	
		PLN	CON	\$-	\$-	\$-	\$-	\$-	\$-	\$ (2,183,413)	\$2,183,413	



2021 Central Zone 5-Year Transportation Improvement Program - DRAFT

Fiscal Year				FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Forecast Revenues				\$ 7,500,000	\$ 7,575,000	\$ 7,612,875	\$ 7,650,939	\$ 7,727,449	\$ 54,867,500	\$ (57,419,778)	\$ 107,982,440	
Carryover Revenues (As of Feb 2021)				\$ 17,457,975	\$ (8,145,049)	\$ (15,834,525)	\$ (10,721,650)	\$ (4,070,711)				
2019/20 TIP												
5-Year Available Forecast/Cash												
5-Year Programmed												
5-Year Balance												
Available Revenue				\$ 24,957,975	\$ (570,049)	\$ (8,221,650)	\$ (3,070,711)	\$ 3,656,738				
Programmed Expenditures, continued												
13-CN-PER-1173	Ramona Expressway, I-215 to Webster Avenue (.4 mi. 4 to 6 lanes)	STD	PA&ED	\$ 95,663	\$ -	\$ -	\$ -	\$ -	\$ 95,663	\$ (4,817)	\$ 100,480	\$ 793,000
		ENG		\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000	
21-CN-PER-XXXX	Case Rd (Perris Blvd to I-215)	ROW		\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000	\$ 16,430,000
		CON		\$ -	\$ 3,700,000	\$ -	\$ -	\$ -	\$ 3,700,000	\$ -	\$ 3,700,000	
City of Perris/City of Menifee												
05-CN-PER-1001	Ethanac Road, Goetz Road to I-215 (1.936 mi. 2 to 4 lanes)	STD	PA&ED	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ (182,349)	\$ 182,349	NA
		ENG		\$ 36,497	\$ -	\$ -	\$ -	\$ -	\$ 36,497	\$ (281,154)	\$ 317,651	
		PLN	CON	\$ 2,896,424	\$ -	\$ -	\$ -	\$ -	\$ 2,896,424	\$ (3,103,576)	\$ 6,000,000	
City of Moreno Valley/ March JPA												
16-CN-MOR-1179	Heacock Street, San Michele Road to Harley Knox Boulevard (0.74 mi. 2 to 4 lanes)	PLN	PA&ED	\$ 117,252	\$ -	\$ -	\$ -	\$ -	\$ 117,252	\$ (32,748)	\$ 150,000	\$ 1,593,000
		PLN	ENG	\$ 461,000	\$ -	\$ -	\$ -	\$ -	\$ 461,000	\$ -	\$ 461,000	
		PLN	ROW	\$ 311,000	\$ -	\$ -	\$ -	\$ -	\$ 311,000	\$ -	\$ 311,000	
Developer Reimbursements***				\$ -	\$ -	\$ -	\$ -	\$ -				
Total Programmed Capital Expenditures				\$ 33,103,024	\$ 15,264,477	\$ 2,500,000	\$ 1,000,000	\$ 3,000,000				
Total Programmed Balance Carryover*				\$ (8,145,049)	\$ (15,834,525)	\$ (10,721,650)	\$ (4,070,711)	\$ 656,738				
Summary Table												
Fiscal Year				FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Balance	
Available Revenue				\$ 24,957,975	\$ (570,049)	\$ (8,221,650)	\$ (3,070,711)	\$ 3,656,738	\$ 55,524,238	\$ 54,867,500	\$ 656,738	
Total Funded/Obligated Expenditures				\$ 33,103,024	\$ 15,264,477	\$ 2,500,000	\$ 1,000,000	\$ 3,000,000				
Carryover Balance				\$ (8,145,049)	\$ (15,834,525)	\$ (10,721,650)	\$ (4,070,711)	\$ 656,738				

Notes:

Programmed Carryover Balance does not reflect actual Zone available cash

Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD=Phase Closed, TER=Terminated.

Phases: planning=PA&ED, engineering=ENG, right-of-way=ROW, construction=CON

Reimbursement Detail Tracked on Separate Spreadsheet

Actual Revenue Forecasts, Carryover, and Payments thru 9/30/18.

Attachment 2

Hemet/San Jacinto Zone 5-Year
Transportation Improvement
Program - DRAFT



DRAFT 2021 Hemet/San Jacinto Zone 5-Year Transportation Improvement Program

Fiscal Year				FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Forecast Revenues				\$2,500,000	\$ 2,525,000	\$ 2,550,250	\$ 2,575,753	\$ 2,601,510	\$ 17,070,342	\$ (890,072)	\$ 17,960,415	
Carryover Revenues (As of 4/12/2021)				\$10,707,942	\$ 6,246,555	\$ 3,262,600	\$ 5,312,850	\$ 5,688,602				
Available Revenues				\$ 13,207,942	\$ 8,771,555	\$ 5,812,850	\$ 7,888,602	\$ 8,290,112				
Funded Expenditures												
		Status*	Phase**									
City of Hemet												
16-HS-HEM-1180	Warren Road, Stetson Ave. to Poplar St (1.17 mi. 2 to 4 lanes)	PLN	PA&ED	\$ -	\$ 345,390	\$ -	\$ -	\$ -	\$ 345,390	\$ -	\$ 345,390	\$ 3,214,000
		PLN	ROW	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	
		PLN	CON	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000	
City of San Jacinto												
20-HS-SJC-1201	State St, Gilman Springs to Quandt Ranch Rd	PLN	PA&ED	\$ 59,535	\$ -	\$ -	\$ -	\$ -	\$ 59,535	\$ -	\$ 59,535	\$ 1,184,000
		PLN	PSE	\$ 149,121	\$ -	\$ -	\$ -	\$ -	\$ 149,121	\$ -	\$ 149,121	
		PLN	ROW	\$ 247,779	\$ -	\$ -	\$ -	\$ -	\$ 247,779	\$ -	\$ 247,779	
		PLN	CON	\$ -	\$ 681,565	\$ -	\$ -	\$ -	\$ 681,565	\$ -	\$ 681,565	
21-HS-SJC-XXXX	Warren Rd (Upper Line to Ramona Expy. 1.75 miles)	PA&ED	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 4,807,000	
		PSE	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ 175,000		
		CON	\$ -	\$ 4,482,000	\$ -	\$ -	\$ -	\$ 4,482,000	\$ -	\$ 4,482,000		
Cities of San Jacinto and Hemet												
05-HS-SJC-1025	Esplanade Ave, Warren Road to State St (Phase I & II) (3.53 mi. 2 to 4 lanes)	STD	PA&ED	\$ 121,060	\$ -	\$ -	\$ -	\$ -	\$ 121,060	\$ (172,965)	\$ 294,025	\$ 9,700,000
		STD	ENG	\$ 458,286	\$ -	\$ -	\$ -	\$ -	\$ 458,286	\$ (417,714)	\$ 876,000	
		PLN	ROW	\$ 700,606	\$ -	\$ -	\$ -	\$ -	\$ 700,606	\$ (299,394)	\$ 1,000,000	
		PLN	CON	\$ 4,900,000	\$ -	\$ -	\$ -	\$ -	\$ 4,900,000	\$ -	\$ 4,900,000	
20-HS-HEM-1202	Esplanade Ave, Warren Road to Sanderson St - South Side Improvements (1.5 mi)	PLN	PA&ED	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	
		PLN	ENG	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	
		PLN	CON	\$ -	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 1,700,000	\$ -	\$ 1,700,000	
Total Funded Capital Expenditures				\$ 6,961,387	\$ 5,508,955	\$ 500,000	\$ 2,200,000	\$ -				
Total Funded Balance Carryover*				\$ 6,246,555	\$ 3,262,600	\$ 5,312,850	\$ 5,688,602	\$ 8,290,112				

Summary Table								
Fiscal Year	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Balance
Available Revenues	\$13,207,942	\$8,771,555	\$5,812,850	\$7,888,602	\$8,290,112			
Programmed Projects	\$6,961,387	\$5,508,955	\$500,000	\$2,200,000	\$ -	\$25,960,455	\$17,070,342	\$8,890,112
Carryover Balance	\$6,246,555	\$3,262,600	\$5,312,850	\$5,688,602	\$8,290,112			

Notes:

Programmed Carryover Balance does not reflect actual Zone available cash

Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD= Phase Closed, TER=Terminated.

Phases: planning=PA&ED, engineering=ENG, right-of-way=ROW, construction=CON

Reimbursement Detail Tracked on Separate Spreadsheet

Attachment 3

Northwest Zone 5-Year Transportation Improvement Program - DRAFT



2021 Northwest Zone 5-Year Transportation Improvement Program

Fiscal Year		FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)	
Forecast Revenues		\$ 8,000,000	\$ 8,080,000	\$ 8,160,800	\$ 8,242,408	\$ 8,324,832	\$ 75,405,430	\$ (10,813,825)	\$ 84,245,341		
Carryover Revenues		\$ 20,829,192	\$ 1,366,602	\$ (18,966,093)	\$ (24,837,405)	\$ (21,693,030)	2018 TIP				
							5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Balance		
Available Revenues		\$ 28,829,192	\$ 9,446,602	\$ (10,805,293)	\$ (16,594,997)	\$ (13,368,198)	\$ 61,637,232	\$ 75,405,430	\$ (13,768,198)		
Programmed Expenditures											
Phase											
City of Corona											
05-NW-COR-1046	Auto Center Dr Grade Separation, Railroad St to Pomona Rd (0.270 mi.) - completed	PA&ED	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (74,238)	\$ 74,238	NA
		ENG	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ (295,057)	\$ 295,057	
		ROW	\$ 153,195	\$ -	\$ -	\$ -	\$ -	\$ 153,195	\$ (975,695)	\$ 1,128,891	
		CON	\$ 621,815	\$ -	\$ -	\$ -	\$ -	\$ 621,815	\$ -	\$ 621,815	
18-NW-COR-1202	McKinley St., SR-91 to Magnolia Ave. (.31 mi. 4 to 6 lanes)*	PA&ED	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000	\$ -	\$ 43,000	\$ 2,467,000
		ENG	\$ 108,000	\$ -	\$ -	\$ -	\$ -	\$ 108,000	\$ -	\$ 108,000	
		ROW	\$ -	\$ 500,000	\$ 1,016,400	\$ -	\$ -	\$ 1,516,400	\$ -	\$ 1,516,400	
		CON	\$ -	\$ -	\$ 678,600	\$ -	\$ -	\$ 678,600	\$ -	\$ 678,600	
05-NW-COR-1048	McKinley St. Grade Separation & Bridge (0.330 mi. 4 to 6 lanes)*	PA&ED	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (175,582)	\$ 175,582	NA
		ENG	\$ 1,454,532	\$ -	\$ -	\$ -	\$ -	\$ 1,454,532	\$ -	\$ 1,454,532	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
20-NW-COR-1303	Ontario Ave (I-15 to El Cerrito)	PA&ED	\$ 123,000	\$ -	\$ -	\$ -	\$ -	\$ 123,000			\$ 5,173,000
		ROW	\$ -	\$ 308,000	\$ -	\$ -	\$ -	\$ 308,000			
City of Jurupa Valley											
16-NW-JVL-1182	Limonite Avenue (Bain to Homestead) (.74 mile, 2 to 4 lanes)*	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (110,000)	\$ 110,000	\$ 3,490,000
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (350,000)	\$ 350,000	
		ROW	\$ 400,000		\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000	
		CON		\$ 850,000	\$ -	\$ -	\$ -	\$ 850,000	\$ -	\$ 850,000	
16-NW-JVL-1183	Market Street Bridge over the Santa Ana River (2 to 4 lanes)	PA&ED	\$ 215,802	\$ -	\$ -	\$ -	\$ -	\$ 215,802	\$ -	\$ 215,802	\$ 8,145,000
		ENG	\$ 475,000		\$ -	\$ -	\$ -	\$ 475,000	\$ -	\$ 475,000	
		CON	\$ -	\$ 3,000,000	\$ 2,454,198	\$ 2,000,000	\$ 0	\$ 7,454,198	\$ -	\$ 7,454,198	
16-NW-JVL-1184	Van Buren Blvd, Limonite Ave. to Santa Ana River (1.2 miles, 4 to 6 lanes)*	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (130,000)	\$ 130,000	\$ 2,610,000
		ENG	\$ 101,761	\$ -	\$ -	\$ -	\$ -	\$ 101,761	\$ (223,240)	\$ 325,000	
		ROW	\$ 1,000,000	\$ 3,231,000	\$ -	\$ -	\$ -	\$ 4,231,000	\$ -	\$ 4,231,000	
		CON	\$ -	\$ 1,294,000	\$ -	\$ -	\$ -	\$ 1,294,000	\$ -	\$ 1,294,000	
18-NW-JVL-1195	Rubidoux Boulevard/SR-60 Interchange	PA&ED	\$ 617,000	\$ -	\$ -	\$ -	\$ -	\$ 617,000	\$ -	\$ 617,000	\$ 9,278,000
		PSE		\$ -	\$ 1,542,914	\$ -	\$ -	\$ 1,542,914			
18-NW-JVL-1196	Cantu Galleano Ranch Road, Gap Closure (Bellevue to .31 mile west), .31 miles	PA&ED	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ 22,000	\$ -	\$ 22,000	\$ 426,000
		ENG	\$ 54,000	\$ -	\$ -	\$ -	\$ -	\$ 54,000	\$ -	\$ 54,000	
18-NW-JVL-1197	Market Street (Rubidoux to Santa Ana River), 1.74 miles, 2 to 4 lanes	PA&ED	\$ 227,000		\$ -	\$ -	\$ -	\$ 227,000	\$ -	\$ 227,000	\$ 4,488,000
		ENG	\$ 566,000	\$ -	\$ -	\$ -	\$ -	\$ 566,000	\$ -	\$ 566,000	
		ROW	\$ -	\$ 1,002,000	\$ -	\$ -	\$ -	\$ 1,002,000		\$ 1,002,000	
		CON	\$ -	\$ 2,415,000	\$ -		\$ 0	\$ 2,415,000		\$ 2,415,000	
20-NW-JVL-1303	Bellevue Ave (Cantu-Galleano Ranch Rd to Van Buren), 2 to 4 lanes	PAED	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000		\$ 40,000	\$ 790,000
		PSE	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000		\$ 100,000	
City of Norco											
							\$ -				



2021 Northwest Zone 5-Year Transportation Improvement Program

Fiscal Year			FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Forecast Revenues			\$ 8,000,000	\$ 8,080,000	\$ 8,160,800	\$ 8,242,408	\$ 8,324,832	\$ 75,405,430	\$ (10,813,825)	\$ 84,245,341	
Carryover Revenues			\$ 20,829,192	\$ 1,366,602	\$ (18,966,093)	\$ (24,837,405)	\$ (21,693,030)				
Available Revenues			\$ 28,829,192	\$ 9,446,602	\$ (10,805,293)	\$ (16,594,997)	\$ (13,368,198)	\$ 61,637,232	\$ 75,405,430	\$ (13,768,198)	
18-NW-NOR-1200	6th Street/I-15 Interchange Improvements	ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (20,000)	\$ 20,000	\$ 1,837,000
		CON	\$ 250,000		\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	
18-NW-NOR-1201	2nd Street, Hamner to I-15 (.1 miles)	ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (17,000)	\$ 17,000	\$ 5,799,000
		CON	\$ 69,000		\$ -	\$ -	\$ -	\$ 69,000	\$ -	\$ 69,000	
County of Riverside											
18-NW-RCY-1203	Temescal Canyon Road Widening - Dos Lagos to Dawson	ROW	\$ 601,901	\$ -	\$ -	\$ -	\$ -	\$ 601,901	\$ (998,099)	\$ 1,600,000	\$ 3,648,000
		CON	\$ 703,010		\$ -	\$ -	\$ -	\$ 703,010	\$ (2,296,990)	\$ 3,000,000	
19-NW-RCY-1301	Temescal Canyon Road Widening - El Cerrito to Tom Barnes*	PA&ED	\$ 174,480	\$ 600,000	\$ 200,000	\$ 58,033		\$ 1,032,513	\$ (167,487)	\$ 1,200,000	\$ 3,648,000
		ENG	\$ -	\$ -	\$ 1,000,000	\$ 400,000	\$ 400,000	\$ 1,800,000	\$ -	\$ 1,800,000	
		ROW	\$ -	\$ -	\$ -	\$ 2,640,000	\$ -	\$ 2,640,000	\$ -	\$ 2,640,000	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
XXX Wood Road Widening- Krameria Avenue to Cajalco Road			PA&ED	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000	
County of Riverside/Cities of Norco and Eastvale											
05-NW-EAV-1050	Hamner Avenue Bridge (1,200' over Santa Ana River) 2 to 6 lanes	PA&ED	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ (226,525)	\$ 476,525	NA
		CON	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000	\$ -	\$ 4,500,000	
18-NW-RCY-1199	Hamner Ave, Schleisman Ave. to Santa Ana River & Santa Ana River to 6th Street (.17 mi., 4 to 6 lanes, 1 mi. 2 to 6 lanes)	PA&ED	\$ 208,698		\$ -	\$ -	\$ -	\$ 208,698	\$ (362,302)	\$ 571,000	\$ 9,623,000
		ENG	\$ 191,883		\$ -	\$ -	\$ -	\$ 191,883	\$ (550,117)	\$ 742,000	
		ROW	\$ 458,000	\$ 474,000		\$ -	\$ -	\$ 932,000	\$ -	\$ 932,000	
		CON	\$ -	\$ 545,695	\$ 3,000,000	\$ -	\$ -	\$ 3,545,695	\$ (32,305)	\$ 3,578,000	
City of Riverside								\$ -			
16-NW-RIV-1186	Adams Street/SR-91 Interchange	PA&ED	\$ 627,952	\$ 500,000	\$ 1,500,000	\$ -	\$ -	\$ 2,627,952	\$ (372,048)	\$ 3,000,000	\$ 18,556,000
		ENG	\$ 2,100,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 4,100,000	\$ -	\$ 4,100,000	
16-NW-RIV-1189	Iowa Avenue, University to Martin Luther King (.51 mi. 2 to 4 lanes)	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,421,000
		ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (80,000)	\$ 80,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ 1,993,764	\$ -	\$ -	\$ -	\$ -	\$ 1,993,764	\$ (1,191,236)	\$ 3,185,000	



2021 Northwest Zone 5-Year Transportation Improvement Program

Fiscal Year			FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)	
Forecast Revenues			\$ 8,000,000	\$ 8,080,000	\$ 8,160,800	\$ 8,242,408	\$ 8,324,832	\$ 75,405,430	\$ (10,813,825)	\$ 84,245,341		
Carryover Revenues			\$ 20,829,192	\$ 1,366,602	\$ (18,966,093)	\$ (24,837,405)	\$ (21,693,030)	2018 TIP				
								5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Balance		
Available Revenues			\$ 28,829,192	\$ 9,446,602	\$ (10,805,293)	\$ (16,594,997)	\$ (13,368,198)	\$ 61,637,232	\$ 75,405,430	\$ (13,768,198)		
16-NW-RIV-1190	Third Street Grade Separation	PA&ED	\$ 2,055,669	\$ -	\$ -	\$ -	\$ -	\$ 2,055,669	\$ (555,669)	\$ 2,611,338	\$ 38,343,000	
		ENG	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000		
		ROW	\$ 250,000	\$ 4,000,000		\$ -	\$ -	\$ 4,250,000	\$ -	\$ 4,250,000		
18-NW-RIV-1202	Van Buren Blvd., Santa Ana River to Jurupa Ave. (.33 mi. 4 to 6 lanes)	PA&ED	\$ 46,000	\$ -	\$ -	\$ -	\$ -	\$ 46,000	\$ -	\$ 46,000	\$ 5,656,000	
		ENG	\$ 261,367	\$ -	\$ -	\$ -	\$ -	\$ 261,367	\$ (52,633)	\$ 314,000		
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		CON	\$ 1,000,000	\$ 951,000		\$ -	\$ -	\$ 1,951,000	\$ -	\$ 1,951,000		
19-NW-RIV-1302	Market Street Bridge over the Santa Ana River (2 to 4 lanes)	PA&ED	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	NA	
		ENG	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000		
		ROW	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000		
		CON	\$ -	\$ 366,000	\$ -	\$ -	\$ -	\$ 366,000	\$ -	\$ 366,000		
City of Eastvale								\$ -				
17-NW-EAV-1192	Limonite Avenue Bridge (over Cucamonga Creek), 0 to 4 lanes	PA&ED	\$ 254,000	\$ -	\$ -	\$ -	\$ -	\$ 254,000	\$ -	\$ 254,000	\$ 9,598,000	
		ENG	\$ 636,000	\$ -	\$ -	\$ -	\$ -	\$ 636,000	\$ -	\$ 636,000		
		CON	\$ -	\$ 5,798,000	\$2,640,000		\$ -	\$ 8,438,000	\$ -	\$ 8,438,000		
17-NW-EAV-1193	Hamner Avenue, Bellegrave Avenue to Limonite Avenue (.9 mi 2 to 6 lanes) (checking for reimbursements) (completed)	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (197,000)	\$ 197,000	\$ 3,688,000	
		ENG	\$ 492,000	\$ -	\$ -	\$ -	\$ -	\$ 492,000	\$ -	\$ 492,000		
		ROW	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ (42,364)	\$ 252,364		
		CON	\$ 181,761	\$ 578,000	\$ -	\$ -	\$ -	\$ 759,761	\$ (1,318,239)	\$ 2,078,000		
18-NW-EAV-1204	Limonite Avenue Extension, Hellman to Archibald	PA&ED	\$ 196,000	\$ -	\$ -	\$ -	\$ -	\$ 196,000	\$ -	\$ 196,000	NA	
		ENG	\$ 454,000	\$ -	\$ -	\$ -	\$ -	\$ 454,000	\$ -	\$ 454,000		
Total Programmed Capital Expenditures			\$ 27,462,590	\$ 28,412,695	\$ 14,032,112	\$ 5,098,033	\$ 400,000					
Total Programmed Balance Carryover*			\$ 1,366,602	\$ (18,966,093)	\$ (24,837,405)	\$ (21,693,030)	\$ (13,768,198)					
			Summary Table									
Fiscal Year		FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Balance			
Available Revenues		\$ 28,829,192	\$ 9,446,602	\$ (10,805,293)	\$ (16,594,997)	\$ (13,368,198)						
Programmed Phases		\$ 27,462,590	\$ 28,412,695	\$ 14,032,112	\$ 5,098,033	\$ 400,000				\$ 61,637,232	\$ 75,405,430	\$ (13,768,198)
Carryover Balance		\$ 1,366,602	\$ (18,966,093)	\$ (24,837,405)	\$ (21,693,030)	\$ (13,768,198)						

Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD= Phase Closed, TER=Terminated.

Actual Revenue Forecasts, Carryover, and Payments thru 7/1/2019.

Red font=payments or adjustments; green font= no FY activity; Yellow highlight = obligated funds and overprogramming alert.

Attachment 4

Pass Zone 5-Year Transportation
Improvement Program - DRAFT



2021 Pass Zone 5-Year Transportation Improvement Program

Fiscal Year			FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Forecast Revenues			\$1,000,000	\$ 2,010,000	\$ 2,030,100	\$ 2,050,401	\$ 2,070,905	\$ 17,005,283	\$ (144,717)	\$ 17,150,000	
Carryover Revenues (As of 4/5/21)			\$ 7,831,995	\$ 5,076,117	\$ 3,086,712	\$ (2,133,188)	\$ (2,082,787)				
Available Revenues			\$ 8,831,995	\$ 7,086,117	\$ 5,116,812	\$ (82,787)	\$ (11,882)				
Programmed/Expenditures			Phase**								
Cities of Banning and Beaumont											
17-PS-BAN-1191	Highland Springs Avenue Interchange	PA&ED	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$17,897,000
		PSE	\$ 400,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,400,000	\$ -	\$ 1,400,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
City of Banning											
06-PS-BAN-1206	Sun Lakes Blvd Extension (Highland Homes to Sunset)	PA&ED	\$ 355,878	\$ -	\$ -	\$ -	\$ -	\$ 355,878	\$ (144,122)	\$ 500,000	\$14,679,000
		PSE	\$ -	\$ 499,405	\$ -	\$ -	\$ -	\$ 499,405	\$ (595)	\$ 500,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21-PS-BAN-XXXX	Hargrave Grade Separation	PAED									\$18,490,000
			\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	
City of Beaumont											
19-PS-BEA-1204	Potrero Boulevard Interchange (Phase II)	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$25,123,000
		PSE	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ 1,500,000	\$ 1,500,000	\$ 3,250,000	\$ -	\$ -	\$ 6,250,000	\$ -	\$ 6,250,000	
City of Calimesa											
19-PS-CAL-1205	County Line Road Interchange	PA&ED	\$ 250,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 2,250,000	\$ -	\$ 2,250,000	\$18,556,000
		PSE	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16-PS-CAL-1189	Cherry Valley Boulevard Interchange	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$36,617,000
		PSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		ROW	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20-PS-CAL-1208	Singleton Rd/I-10 Interchange	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,423,000
		PSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	
Total Programmed Capital Expenditures			\$ 3,755,878	\$ 3,999,405	\$ 7,250,000	\$ 2,000,000	\$ -	\$ 17,005,283		\$ 17,150,000	
Total Programmed Carryover Balance*			\$ 5,076,117	\$ 3,086,712	\$ (2,133,188)	\$ (2,082,787)	\$ (11,882)				



Fiscal Year	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Forecast Revenues	\$1,000,000	\$ 2,010,000	\$ 2,030,100	\$ 2,050,401	\$ 2,070,905	\$ 17,005,283	\$ (144,717)	\$ 17,150,000	
Carryover Revenues <i>(As of 4/5/21)</i>	\$ 7,831,995	\$ 5,076,117	\$ 3,086,712	\$ (2,133,188)	\$ (2,082,787)				
Available Revenues	\$ 8,831,995	\$ 7,086,117	\$ 5,116,812	\$ (82,787)	\$ (11,882)				

Summary Table								
Fiscal Year	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5-Year Total Available Forecast/Cash	5-Year Total Programmed	5-Year Balance
Available Revenues	\$ 8,831,995	\$ 7,086,117	\$ 5,116,812	\$ (82,787)	\$ (11,882)			
Funded Programm	\$ 3,755,878	\$ 3,999,405	\$ 7,250,000	\$ 2,000,000	\$ -	\$ 16,993,401.01	\$ 17,005,283	\$ (11,882)
Carryover	\$ 5,076,117	\$ 3,086,712	\$ (2,133,188)	\$ (2,082,787)	\$ (11,882)			







Attachment 5

Southwest Zone 5-Year Transportation Improvement Program - DRAFT



2021 Southwest Zone 5-Year Transportation Improvement Program - DRAFT

Fiscal Year				FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Revised Forecast Revenues				\$5,500,000	\$ 5,637,500	\$ 5,778,438	\$ 5,922,898	\$ 6,070,971	\$ 51,034,002	\$ (49,538,687)	\$ 147,426,688	
Carryover Revenues (As of 4/5/2019)				\$21,875,678	\$ 9,679,096	\$ (12,746,382)	\$ (15,413,137)	\$ (10,048,521)				
Available Revenues				\$ 27,375,678	\$ 15,316,596	\$ (6,967,945)	\$ (9,490,239)	\$ (3,977,550)				
Programmed Expenditures												
County of Riverside												
06-SW-RCY-1073	Clinton Keith Rd, I-215 to SR-79 (3.191 m. 4 to 6 lanes)	STD	ROW	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (7,000,000)	\$ 7,000,000	NA
		STD	CON	\$500,170	\$ 750,000	\$ -	\$ -	\$ -	\$1,250,170	\$ (8,749,830)	\$ 10,000,000	
20-SW-RCY-1195	Rancho California/Calle Contento - Roundabout	ROW		\$ 275,000	\$ -	\$ -	\$ -	\$ -	275,000	\$ -	\$ 275,000	Deducted from Rancho California (Btrfld Stg to Glen Oaks)
		CON		\$ -	\$ 2,225,000	\$ -	\$ -	\$ -	\$ 2,225,000	\$ -	\$ 2,225,000	
21-SW-RCY-XXXX	Grand Avenue (Ortega Hwy to Central St)	STD	PAED	\$ 400,000	\$ 373,724	\$ -	\$ -	\$ -	373,724	\$ -	\$ 373,724	\$ 26,279,000
City of Lake Elsinore												
05-SW-LEL-1060	SR-74/I-15 Interchange	PLN	PA&ED	\$ 1,613,555	\$ -	\$ -	\$ -	\$ -	1,613,555	\$ (1,020,696)	\$ 2,634,251	\$ 18,377,000
		PLN	ENG	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	3,000,000	\$ -	\$ 3,000,000	
		CLD	ROW	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	2,000,000	\$ (1,356,465)	\$ 3,356,465	
		STD	CON	\$ -	\$ -	\$ -	\$ (0)	\$ -	(0)	\$ (1,727,104)	\$ 1,727,104	
07-SW-LEL-1115	Temescal Canyon Road Bridge (2 to 4 lanes)	STD	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (264,517)	\$ 264,517	\$ 2,354,000
		STD	ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (287,685)	\$ 287,685	
		PLN	ROW	\$ 248,000	\$ -	\$ -	\$ -	\$ -	248,000	\$ -	\$ 248,000	
		PLN	CON	\$ -	\$ 1,467,672	\$ -	\$ -	\$ -	1,467,672	\$ -	\$ 1,467,672	
21-SW-LEL-XXXX	Nichols Rd/I-15 Interchange	PLN	PAED	\$ 1,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	4,000,000	\$ -	\$ 4,000,000	\$ 38,423,000
City of Murrieta												
16-SW-MUR-1188	Keller Road/I-215 Interchange	PLN	PA&ED	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	1,000,000	\$ -	\$ 1,000,000	\$ 18,556,000
		PLN	ENG	\$0	\$ 1,250,000	\$ -	\$ -	\$ -	1,250,000	\$ -	\$ 1,250,000	
		PLN	ROW	\$0	\$ -	\$ 3,000,000	\$ -	\$ -	3,000,000	\$ -	\$ 3,000,000	
City of Temecula												
18-SW-TEM-1194	Western Bypass/Diaz Road (Rancho California to Cherry) 0-4 lanes, 2.14 miles	PND	PA&ED	\$ 32,948	\$ -	\$ -	\$ -	\$ -	32,948	\$ (331,096)	\$ 364,044	\$ 5,655,000
		STD	ENG	\$ 701,879	\$ -	\$ -	\$ -	\$ -	701,879	\$ -	\$ 701,879	
		PLN	CON	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	3,500,000	\$ -	\$ 3,500,000	
05-SW-TEM-1064	SR-79 Winchester Rd/I-15 Interchange	CLD	PA&ED	\$ (0)	\$ -	\$ -	\$ -	\$ -	(0)	\$ -	\$ (0)	\$ 8,753,000
		STD	ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,042,803)	\$ 4,042,803	
		PLN	ROW	\$ 1,719,980	\$ -	\$ -	\$ -	\$ -	1,719,980	\$ -	\$ 1,719,980	
06-SW-TEM-1079	French Valley Parkway/I-15 Overcrossing & Interchange (300')	CLD	PA&ED	\$ (0)	\$ -	\$ -	\$ -	\$ -	(0)	\$ (975,752)	\$ 975,752	\$ 58,429,000
		STD	ENG	\$ 1,645,865	\$ -	\$ -	\$ -	\$ -	1,645,865	\$ (8,022,235)	\$ 9,668,100	
		STD	ROW	\$ 728,208	\$ -	\$ -	\$ -	\$ -	728,208	\$ (202,940)	\$ 931,148	



2021 Southwest Zone 5-Year Transportation Improvement Program - DRAFT

Fiscal Year				FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Revised Forecast Revenues				\$5,500,000	\$ 5,637,500	\$ 5,778,438	\$ 5,922,898	\$ 6,070,971	\$ 51,034,002	\$ (49,538,687)	\$ 147,426,688	
Carryover Revenues (As of 4/5/2019)				\$21,875,678	\$ 9,679,096	\$ (12,746,382)	\$ (15,413,137)	\$ (10,048,521)				
Available Revenues				\$ 27,375,678	\$ 15,316,596	\$ (6,967,945)	\$ (9,490,239)	\$ (3,977,550)				
13-SW-TEM-1163	SR-79/I-15 South Overcrossing & Interchange	PLN	CON	\$ 933,659	\$ -	\$ -	\$ -	\$ -	933,659	\$ (9,091,584)	\$ 10,025,243	NA
20-SW-TEM-1197	French Valley Phase III (Jefferson Ave to Ynez Rd)	PLN	ROW	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	1,500,000	\$ -	\$ 1,500,000	\$ 10,717,000
Programmed Expenditures, continued												
City of Wildomar											\$ 46,854,000	
12-SW-WIL-1153	Clinton Keith Rd, I-15 to Copper Craft Dr (1.936 mi. 2 to 4 lanes)	STD	ENG	\$ 317,000	\$ -	\$ -	\$ -	\$ 174,967	\$ 491,967	\$ (292,383)	\$ 784,350	\$ 4,451,000
			ROW	\$ 475,000	\$ -	\$ -	\$ -	\$ -	475,000		\$ 475,000	
		STD	CON	\$ -	\$ 3,190,860	\$ -	\$ -	\$ -	3,190,860	\$ -	\$ 3,190,860	
12-SW-WIL-1151	Bundy Canyon Road (Cherry Street to Sunset Rd) (4.524 mi. 2 to 4 lanes)	PLN	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (126,595)	\$ 126,595	\$ 14,956,000
		STD	ENG	\$ 300,000	\$ 792,735	\$ -	\$ -	\$ -	1,092,735	\$ (1,508,265)	\$ 2,601,000	
		PLN	ROW	\$ 130,000	\$ 71,187	\$ -	\$ -	\$ -	201,187	\$ (4,108,813)	\$ 4,310,000	
		PLN	CON	\$ 1,207,200	\$ 3,837,800	\$ 2,395,193	\$ -	\$ -	7,440,193	\$ (44,807)	\$ 7,485,000	
12-SW-WIL-1058	Palomar St, Mission Trail to Jefferson (3.568 mi. 2 to 4 lanes)	CLD	PA&ED	\$ 150,780	\$ -	\$ -	\$ -	\$ -	150,780	\$ (356,220)	\$ 507,000	\$ 9,418,000
		STD	ENG	\$ 367,340	\$ -	\$ -	\$ -	\$ -	367,340	\$ (24,178)	\$ 391,517	
		STD	ROW	\$ 150,000	\$ 150,000	\$ -	\$ 117,282	\$ -	417,282	\$ (4,718)	\$ 422,000	
		PLN	CON	\$ 800,000	\$ 1,500,000	\$ -	\$ 441,000	\$ -	2,741,000		\$ 2,741,000	
20-SW-WIL-1198	Bundy/I-15 Interchange	PLN	PAED	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	1,000,000		\$ 1,000,000	\$ 7,423,000
20-SW-WIL-1199	Wildomar Trail/I-15 Interchange	PLN	PAED	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	1,000,000		\$ 1,000,000	\$ 7,423,000
21-SW-WIL-XXXX	Bundy Canyon (Mission Trail to Orange (I-15))	PLN	PAED	\$ -	\$ 130,000	\$ -	\$ -	\$ -	130,000	\$ -	\$ 130,000	\$ 6,869,000
		PLN	ENG	\$ -	\$ 324,000	\$ -	\$ -	\$ -	324,000	\$ -	\$ 324,000	
		PLN	ROW	\$ -	\$ -	\$ 2,650,000	\$ -	\$ -	2,650,000	\$ -	\$ 2,650,000	
		PLN	CON	\$ -	\$ -	\$ 400,000	\$ -	\$ -	400,000	\$ -	\$ 400,000	
Total Capital Programmed Expenditures				\$ 17,696,582	\$ 28,062,978	\$ 8,445,193	\$ 558,282	\$ 174,967				
Total Programmed Balance Carryover*				\$ 9,679,096	\$ (12,746,382)	\$ (15,413,137)	\$ (10,048,521)	\$ (4,152,517)				
Summary Table												
Fiscal Year		FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Total Balance			
Available Revenue		\$ 27,375,678	\$ 15,316,596	\$ (6,967,945)	\$ (9,490,239)	\$ (3,977,550)						
Programmed Phases		\$ 17,696,582	\$ 28,062,978	\$ 8,445,193	\$ 558,282	\$ 174,967				\$ 50,214,514	\$ 51,034,002	\$ (819,488)
Carryover Balance		\$ 9,679,096	\$ (12,746,382)	\$ (15,413,137)	\$ (10,048,521)	\$ (4,152,517)						

Notes:

Programmed Carryover Balance does not reflect actual Zone

Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD= Phase Closed, TER=Terminated.

Phases: planning=PA&ED, engineering=ENG, right-of-way=ROW, construction=CON



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Finance Department Activities Update
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740
Date: September 13, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an update on the Agency Audit for Fiscal Year 2020/2021 and financials through June 2021.

Background:

Fiscal Year 2020/2021 Agency Audit

WRCOG's annual Agency audit is tentatively scheduled to begin in October 2021. Staff anticipate the audit to be completed by November 2021 and begin presentations to its various committees in December 2021. WRCOG has received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the past seven years and will be applying for the award once the audit has been completed.

Additionally, WRCOG will be submitting a Request for Proposals (RFP) for financial audit services. WRCOG has utilized the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS) for the past five years, to conduct its financial audit.

Financial Report Summary Through June 2021

The Agency Financial Report summary through June 2021, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1. These are preliminary numbers and have not yet been finalized for the fiscal year.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - June-2021 Agency Financials](#)



**Western Riverside Council of Governments
Preliminary Budget to Actuals
For the Month Ending June 30, 2021**

	Approved Budget 6/30/2021	Thru Actual 6/30/2021	Remaining Budget 6/30/2021
Revenues and Transfers in			
Member Dues	311,410	286,640	24,770
General Assembly Revenue	300,000	47,000	253,000
Interest Revenue - Other	25,000	11,561	13,439
Operating Transfer In	2,208,432	2,024,396	184,036
Clean Cities	175,000	151,000	24,000
Solid Waste	112,970	112,970	-
Used Oil	376,396	376,396	-
Gas Company Revenue	108,400	99,408	8,992
Regional Streetlights Revenue	201,915	201,915	-
WRCOG HERO	136,290	58,530	77,760
PACE Residential	78,000	41,348	36,652
PACE Commercial	200,000	616,721	(416,721)
CA HERO	1,464,730	3,134,803	(1,670,073)
Commerical/Service	1,028,417	1,723,472	(695,055)
Retail	2,240,810	1,845,580	395,230
Industrial	5,918,236	4,758,736	1,159,500
Single Family Residential	16,306,756	44,613,416	(28,306,660)
Multi-Family	6,685,379	6,543,261	142,118
LTF Revenue	676,500	676,500	-
Grant Revenue	125,000	125,000	-
CAP Grant Revenue	260,000	211,356	48,644
Adaptation Grant Revenue	409,894	138,659	271,235
Local Jurisdiction Match	100,000	90,000	10,000
Total Revenues and Transfers in	\$ 40,539,535	\$ 67,888,668	\$ (27,349,133)
Expenses			
Salaries	2,053,769	1,953,006	100,763
Benefits	1,027,040	930,413	96,627
Overhead	1,443,294	1,323,019	120,275
Legal	285,600	1,350,557	(1,064,957)
Advertising Media	65,667	107,100	(41,433)
Audit Svcs - Professional Fees	35,000	27,825	7,175
Auto Fuels Expense	1,500	337	1,163
Auto Maintenance Expense	500	516	(16)
Bank Fees	33,885	20,706	13,179
Coffee and Supplies	3,000	3,476	(476)
COG HERO Share Expenses	5,000	793	4,207
Commissioner Per Diem	62,500	53,250	9,250
Communications - Web Site	8,000	7,554	446
Communications - Cellular Phones	13,500	12,073	1,427
Communications - Computer Services	53,000	50,455	2,545
Communications - Regular Phone	16,000	12,378	3,622
Compliance Settlements	-	390,108	(390,108)

Computer Equipment/Supplies	13,000	7,799	5,201
Computer Hardware	10,000	8,295	1,705
Computer Software	80,500	57,481	23,019
Consulting Labor	2,268,780	1,651,421	617,359
Equipment Maintenance - General	8,000	1,250	6,750
Event Support	165,736	135,595	30,141
General Assembly Expenses	300,000	41,373	258,627
Insurance - Gen/Busi Liab/Auto	115,500	111,643	3,857
Meals	7,900	2,323	5,577
Meeting Support Services	9,250	692	8,558
Membership Dues	32,750	22,534	10,216
Office Lease	390,000	360,930	29,070
OPEB Repayment	110,526	110,526	-
Other Expenses	9,750	3,291	6,459
Parking Cost	20,000	23,566	(3,566)
Parking Validations	15,827	2,967	12,860
Postage	5,350	1,555	3,795
Printing Services	5,000	1,830	3,170
Program/Office Supplies	14,700	16,279	(1,579)
Recording Fee	173,525	72,121	101,404
Rent/Lease Equipment	20,000	8,285	11,715
Seminar/Conferences	10,650	492	10,158
Staff Recognition	1,000	1,979	(979)
Storage	9,500	6,757	2,743
Subscriptions/Publications	4,250	1,685	2,565
Supplies/Materials	75,478	23,274	52,204
Training	10,000	1,075	8,925
Travel - Airfare	4,250	9	4,241
Travel - Mileage Reimbursement	11,250	1,276	9,974
TUMF Project Reimbursement	30,892,416	19,839,393	11,053,023
Total Expenses	\$ 40,468,538	\$ 28,761,262	\$ 11,707,276



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Energy Department Activities Update
Contact: Daniel Soltero, Program Manager, dsoltero@wrcog.us, (951) 405-6738
Date: September 13, 2021

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide updates from the Regional Streetlight Program and Smart Streetlights Implementation Plan.

Background:

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that assisted 10 member agencies and a Community Service District to purchase streetlights within its jurisdictional boundaries which were previously owned and operated by Southern California Edison (SCE). Once the streetlights were purchased by the member agency, the lamps were retrofitted to light-emitting diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides agencies with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies. In order to identify and elaborate on these new opportunities, WRCOG entered into an agreement with Michael Baker International (MBI) in February 2021 to develop a Smart Streetlights Implementation Plan and Broadband Assessment that will include participants of the Regional Streetlight Program and all WRCOG member agencies.

Smart Streetlights Implementation Plan

By fall 2020, the Regional Streetlight Program entered the maintenance phase whereby all participating agencies had completed streetlight acquisitions and LED conversion projects. Taking local control of the streetlight system provides participating agencies with opportunities for future revenue generation such as digital-ready networks and telecommunications, as well as opportunities to improve public services by utilizing streetlights as smart city assets. In order to identify and elaborate on these new opportunities, WRCOG entered into an agreement with MBI in February 2021 to develop a Smart Streetlights Implementation Plan and Broadband Assessment that will include participants of the Regional Streetlight Program and all WRCOG member agencies.

Between February and May 2021, MBI and WRCOG staff completed a community assessment and coordinated interviews with peer agencies to learn of their smart streetlight and smart city programs.

The community assessment is complete and has been used to support identification of readiness in agencies to utilize streetlights as smart city assets - see Attachment 1. Staff distributed a survey to each agency to gather information on a variety of smart city prerequisites such as number of streetlights and traffic signals, types of networking / IT assets maintained by the agency, and if there are any existing policies or plans related to data collection, data privacy, or smart city technologies. At the conclusion of the community assessment a total of 12 agencies responded to the survey, including the Cities of Banning, Calimesa, Eastvale, Lake Elsinore, Menifee, Murrieta, Perris, Riverside, San Jacinto, Temecula, and Wildomar, and the Jurupa Community Services District.

Rather than starting off with a solution in mind, implementing smart streetlight solutions should solve identified problems in public agencies. A review of how other locations, "peer agencies," have deployed smart streetlight solutions can provide context for WRCOG member agencies to assess the possibilities of smart city technologies addressing their individual needs. Staff and MBI conducted online research on seven peer agency implementations of smart streetlight technologies, including the Cities of Atlanta, Columbus, Detroit, Kansas City, Las Vegas, Los Angeles and San Diego. Additionally, four interviews were completed with staff from the Cities of Kansas City, Las Vegas, Los Angeles, and San Diego. Key findings from the peer agency review include identifying program parameters and metrics and establishing a business model so the technologies pay for themselves or recognize the expense to solve an identified need or issue. Another key finding is that agencies should consider the capabilities and responsibilities of traffic signal and IT staff in regards to maintaining a smart city system. See Attachment 2 for a detailed draft summary of the peer agency reviews.

Staff and MBI held a Smart Streetlights Workshop on July 20, 2021, to provide an update on the Plan and to seek member input on preferred smart streetlight or smart city technologies, including technologies that fall into one of the five pillars: public safety, economic, environmental, mobility, and connectivity. Ahead of the Workshop, WRCOG distributed a pre-workshop survey to ask members a series of questions. A total of eight responses were received from the Cities of Corona, Hemet, Jurupa Valley, Menifee, San Jacinto, Temecula, and Wildomar, as well as the Moreno Valley Electric Utility.

Staff and MBI noted that many agencies have an interest in smart city infrastructure, and many have already begun converting to LED streetlights. The Cities of Corona and Temecula in particular noted that they already have a wireless dimming and asset management control system. The City of Menifee also noted that it is planning to release a Request for Proposal that will cover smart city infrastructure generally, though City staff are interested in smart streetlights and 5G applications. Finally, the Cities of Eastvale, Hemet, Lake Elsinore, and San Jacinto have implemented license plate reader cameras to assist with theft / burglary response.

Also presented at the Workshop was an overview of findings from the review of peer agencies with smart streetlight programs, including the importance of public outreach and engagement regarding what data is being collected to address privacy concerns, and the importance of defining who will own the data collected by sensors. An online poll was used to ask workshop participants how their agencies envisioned smart streetlight technology benefiting their communities. Feedback varied and included preventing illegal activities, improving traffic operations and emergency response times, and saving money. A detailed list of responses is as follows:

- Reduce vandalism
- Traffic calming
- Improve connectivity
- Extend water meter coverage

- Potentially resolve illegal dumping issues in right-of-way
- Signal synchronization
- Save money by dimming streetlights - less energy use
- Improve operational efficiencies

Staff and MBI then provided an overview of potential technologies that could be deployed with smart streetlights. Following the presentation of potential technologies, Public Safety was still the most highly rated category, followed by mobility / transportation, economic, and connectivity, while environmental was still the lowest rated category. Participants also identified that several mobility issues could be solved with technology applications, including speeding, peak hour traffic, and bike and pedestrian count collection. In summary, the major takeaways from the Workshop included member agencies' concern with public safety, crime prevention, and emergency response. Mobility for traffic management was also a key interest, with potential revenue sources also incurring interest.

Regional Streetlight Program - Refinancing Opportunities

By way of background, the Regional Streetlight Program developed and provided a financing structure for interested agencies to acquire streetlights from SCE and complete the LED retrofit project. In September 2016, the Executive Committee recommended that agencies interested in financing the acquisition and retrofit of streetlights utilize Bank of America Public Capital Corporation (Bank of America), as Bank of America provided the most competitive financing for the Regional Streetlight Program. By June 2019, the eight participating agencies listed below had completed a financing transaction with Bank of America:

1. City of Eastvale
2. City of Lake Elsinore
3. City of Menifee
4. City of Moreno Valley
5. City of Murrieta
6. City of Perris
7. City of San Jacinto
8. City of Wildomar

In July 2021, staff received several inquiries regarding possible refinancing options for streetlight lease agreements due to historically low interest rates. In October 2020, the City of Murrieta became the first participating agency to refinance its streetlight lease agreement with Bank of America for a lower interest rate and an estimated \$1.5M reduction in interest paid over the payback period. In August 2021, the City of Lake Elsinore became the second city to refinance its streetlight lease agreement with Bank of America for a lower interest rate thereby reducing its interest over the payback period by nearly \$500,000. Attachment 3 - compares the interest rates from the initial financing and the current interest rate environment. Given that two participating agencies have successfully refinanced its streetlight lease agreements with Bank of America, staff will be exploring refinancing options with Bank of America for the remaining six agencies.

Prior Action(s):

September 1, 2021: The Administration & Finance Committee received and filed.

August 12, 2021: The Public Works Committee received and filed.

July 15, 2021: The Technical Advisory Committee received and filed.

July 14, 2021: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - WRCOG Smart Streetlights - Agency Readiness Survey Results](#)

[Attachment 2 - WRCOG Smart Streetlights - Draft Peer Agency Review Summary](#)

[Attachment 3 - Regional Streetlight Program Interest Rate Comparison](#)

Attachment 1

WRCOG Smart Streetlights - Agency Readiness Survey Results

WRCOG Smart Streetlights - Agency Readiness
Survey Results

Date Received:	Email Response		4/22/21	4/9/21	4/6/21	4/5/21	4/5/21	4/5/21	4/2/21	3/25/21	3/25/21	3/25/21
What jurisdiction or municipality do you work for?	City of Eastvale	City of Wildomar	City of Lake Elsinore	City of Perris	City of Calimesa	City of Banning	City of San Jacinto	City of Riverside	City of Menifee	Jurupa Community Services District	Temecula	City of Murrieta
How many streetlights are currently within your jurisdiction/municipality?	4201	1405 (soon to be 1411) City-owned streetlights; 73 signal safety lights; approx. 100-200 other non-City streetlights (SCE owned).	3500	4,943	340		3052	Approximately 30,000	Refer to Daniel	approx 2000	approx 7,400	6500
Who owns the streetlights in your jurisdiction?	Combination of City of Eastvale and SCE	See above	City	City of Perris	SCE	City of Banning	City	Riverside Public Utilities	City of Menifee	Mostly us; some SCE	City	City. SCE owns lights in certain HOA areas.
How many streetlights have been converted to LED?	Most	Most	All	Most	Most	Most	Most	Some	Most	Most	All	Most
Are additional streetlights planned for LED conversion?	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	No	No
Does your jurisdiction/municipality provide public wi-fi in any capacity?	No	Yes	No	No	Yes	No	Yes	Yes	Yes	No	Yes	Yes
Where does your jurisdiction/municipality provide public wi-fi?	My jurisdiction does not provide public wi-fi	City/County/Municipal Buildings	City/County/Municipal buildings	My jurisdiction/municipality does not provide public wi-fi	City/County/Municipal buildings	City/County/Municipal buildings	City/County/Municipal buildings	Library	City/County/Municipal buildings	My jurisdiction/municipality does not provide public wi-fi	City/County/Municipal buildings	City/County/Municipal buildings

How many traffic signals are within your jurisdiction/municipality?	58	17 City owned/maintained signals; two additional signals are currently under construction and are expected to be complete by end of 2021/beginning of 2022, bringing the total to 19; One signal is on the City border with the City of Murrieta but is maintained by Wildomar; 8 County/Lake Elsinore maintained signals: these signals are on the City border with either the County or Lake Elsinore and serve more than one jurisdiction; 4 Caltrans owned/maintained signals.	60	94	5 intersections, approximately 125 signal heads	18	172	Approximately 400	More than 80, but I do not have the exact count - see Daniel Soltero	N/A	127	We have 100 signalized intersections
Who owns and maintains the traffic signals in your jurisdiction/municipality?	City owns the traffic signals, and they are maintained through contract with Econolite Systems.	See above	City	City, County, Shared Municipalities	City owned	Banning, Beaumont and Caltrans	Riverside County Transportation	The Public Works Department	City of Menifee	N/A	City	City
Are there communications systems tying the signals together?	Yes	No	No	I'm not sure	No	No	No	Yes	Yes	I'm not sure	Yes	Yes

What kind of “Hard” IT/networking assets does your jurisdiction/municipality own and maintain (e.g., Fiber optics backbone, server or cloud processing, etc.)?	Some fiber, some copper, some wireless. No central server	No response	Server or cloud processing	Server or cloud processing		Server or cloud processing	Server or cloud processing	Fiber optics backbone	Server or cloud processing, Wireless (Microwave) and limited Fiber backbone	N/A	Fiber optics backbone	Fiber optics backbone
How does your city maintain (within your jurisdictional limits; please include staff numbers committed to) streetlights?	Maintained through an umbrella contract with WRCOG, Siemens provided maintenance services for streetlights.	Contract with Siemens/WRCOG for maintenance. Public Works Inspector may coordinate with Siemens staff during reinstallations of knocked-down streetlights.	Out source	The maintenance and repair of City owned streetlights is contracted out to a third party.	SCE maintained	City of Banning Electric Department. There isn't a set amount of linemen that are dedicated to street light maintenance.	Contractor	15	City Staff for Streetlight administrative duties: • Office Specialist • PW Analyst • PW Supervisor • PW Manager Streetlight Maintenance and Repairs: City has a maintenance contract with WRCOG and SIEMENS. SIEMENS is the contractor assigned to maintenance and repairs.	Contract with external vendor	City maintains with 2 Traffic Signal Technicians, contractors on-call for major maintenance requirements	We contract with Siemens for maintenance services
How does your city maintain (within your jurisdictional limits; please include staff numbers committed to) traffic signals?	Maintained through contract with Econolite Systems.	Contract with Siemens for maintenance. Public Works Inspector may coordinate specific signal issues with Siemens staff, as necessary.	Out Source	The maintenance and repair of City owned traffic signals is contracted out to a third party.	Contract with Siemens	Contractor	Riverside County Transportation	5	City contracts with the County of Riverside TLMA	N/A	same as above	We contract with County of Riverside for most maintenance. However, we also have one staff member responsible for coordinating maintenance, programming traffic signals, troubleshooting issues at intersection cabinets.

How does your city maintain (within your jurisdictional limits; please include staff numbers committed to) City/Public IT/networking?	Maintained through contract with Econolite Systems.	Contract with Interwest Consulting Group for City IT Services. Two City employees coordinate with IT Services as necessary.	City Staff	5		In house staff (3) and contractors.	City (2)	5	Maintenance/support duties are shared among five different people.	N/A	same as above	Internal IT staff. 3
How does your city maintain (within your jurisdictional limits; please include staff numbers committed to) wi-fi?	City does not have public wi-fi	Contract with Interwest Consulting Group for City IT Services, including wi-fi support at City Hall. Two City employees coordinate with IT Services as necessary.	City staff	N/A		In house staff (3)	0	1	Maintenance/support duties are shared among five different people.	N/A	City IT Department	Internal IT staff. 3
Do you have any policies or ordinances related to collection of data from publicly owned IT/networking assets?	No	No - I don't believe so, but not 100% sure	No	Yes		No	No	No	Yes		Yes	unknown

Attachment 2

WRCOG Smart Streetlights – Draft Peer Agency Review Summary

Daniel Soltero, Program Manager
Western Riverside Council of Governments
3390 University Ave, Suite 200
Riverside, CA 92501

Subject: WRCOG Smart Streetlights: Peer Agency Review

Michael Baker is assisting the Western Riverside Council of Governments (WRCOG) in developing a Smart Streetlight Implementation Strategy. As part of this effort, Michael Baker has reviewed five peer agencies that have applied smart streetlight technologies to learn from their successes and problems, which will inform WRCOG's implementation of their program. The review included a combination of online research, interviews with key staff, and first-hand knowledge from staff involvement on Smart City plans, where applicable. This technical memorandum summarizes the peer agency review and resulting key takeaways.

Introduction

Between 2019 and 2020, WRCOG converted over 50,000 streetlights across 11 local jurisdictions to LED bulbs. The Regional Streetlight Program included purchasing nearly all of the streetlights from the local utility, Edison. The LED bulbs use substantially less power, resulting in a 70% reduction in energy consumption. The upgrade also substantially reduced light pollution, benefiting the community as well as the Palomar Observatory in San Diego County. The cost savings and reduced power draw present an opportunity to add smart city architecture to the streetlights. The Smart Streetlight Implementation Strategy will assess which technologies would provide the most value to the WRCOG communities. The first step of this evaluation was to learn from the successes and problems experienced by other agencies implementing smart streetlights.

Approach

Michael Baker conducted a review of peer agencies that have established programs or partnered with vendors resulting in smart streetlight implementation. The reviews first consisted of literature reviews and online research. The research covered the type of communications equipment installed on existing or new streetlight poles, additional in-ground infrastructure required for implementation (i.e., fiber or communications), agreements or contracting arrangements with service providers, types of data collected or reported, and what successes or problems have been reported.

After performing online research, Michael Baker conducted one-on-one interviews with key staff from each of the peer agencies to get further insight into program implementation. Questions were developed to identify lessons learned, business models, contract solicitation approaches, and technology prioritization for each peer agency's program. The selected peer agencies and interview questions were developed in consultation with WRCOG staff.

Peer Agency Reviews

Los Angeles, CA

Los Angeles had the widest variety of Smart Streetlight uses of the peer agencies reviewed, including solar streetlights, smart gas meters, electric vehicle charging stations, smart poles (poles with built-in small cell technology), 5G co-location, air quality sensors, safety cameras (at select locations), pedestrian counters, motion sensors, seismic sensors, USB charging, and digital banners. While Wi-Fi was a community priority, the tested technology did not meet the requirements. The city has implemented Smart Nodes (RMU) technology and uses third-party vendor-proprietary platforms such that each technology has a different control platform. Most technology is being applied at small scale as a beta-test. The systems that generate revenue have not been found to cover the cost of the program. While 5G co-location is the most lucrative, it requires substantial coordination effort between the vendors and service providers. Finally, the community has expressed concerns about invasion of privacy related to the pedestrian counters and cameras.

Lessons Learned

- Business model is uncertain. How can the program be implemented so the system pays for itself?
- Identify program parameters ahead of time. What problem are you trying to solve? What is your existing inventory? What new skills will your maintenance workforce need for these systems?

San Diego, CA

San Diego has implemented smart sensors that collect data such as available parking spaces, vehicle counts, pedestrian counts, bicycle counts, temperature, humidity, and atmospheric pressure. The city uses the CityIQ online database, which allows the public to download the information collected by the sensors. In implementation, the city has not realized the cost savings that were anticipated prior to deployment. Finally, the community has expressed concerns related to privacy.

Lessons Learned

- Beta test ahead of large-scale installation
- Get public buy-in if features might be controversial

Las Vegas, NV

Las Vegas has implemented separate pilot programs with Ubiqquia and with Philips. The systems include remote control, power usage reporting, and light scheduling. Rather than fiber, the Las Vegas systems use AT&T's LTE cellular network. The city has reported that it intends to continue to work with AT&T and Ubiqquia to install more sensors to collect temperature, ozone and particulate levels, traffic and construction, air quality, etc. The city also reported that it plans to expand the 5G WiFi network especially around the new NFL stadium. The streetlight upgrades have resulted in cost savings for the city.

Lessons Learned

- Streetlights are only on at night, meaning all associated technologies can only function at night
- A user-needs assessment would identify the most important systems to prioritize

Chicago, IL

Chicago is converting streetlights to LED fixtures that allow for remote monitoring and notifications of light failures. The city has reported cost savings in operations, and it also benefitted from ComEd energy-efficiency incentive rebates. Chicago city staff were not available for an interview, and therefore the review was limited to information that was available online.

Lessons Learned

- Successful public engagement program. Regular community meetings to gauge feedback, and no concerns have been reported. Upgrades are mapped on a publicly available website to allow the community to track installations.

Kansas City, MO

Kansas City has implemented Sensity technology for streetlights along the streetcar line and has implemented separate pilot programs with Ubiqquia and with Philips. The systems include alerts of streetcar track blockages, cameras, smart lighting, Wi-Fi, electric vehicle charging stations, and sensors that record data pertaining to traffic, parking, noise, crowds, air quality, and weather. The data collected by the streetlights are accessible to the public via an online portal. The city has reported reduced energy and maintenance costs from the streetlight upgrades.

Lessons Learned

- Incorporated smart technologies on a larger infrastructure project (streetcars), which made the perceived cost smaller in comparison to the overall higher-dollar construction project
- A city-needs analysis would have improved project usefulness and outcomes.

Key Takeaways

Although these agencies differ from WRCOG, their experiences will help inform how WRCOG can successfully implement its Smart Streetlights program. Key takeaways that WRCOG staff should address in its Smart Streetlight Implementation Strategy are as follows:

- Identify program parameters ahead of time. Agencies need to know what problem they are trying to solve as well as their system capabilities.
- Consider the agencies' current traffic signal and IT staff capabilities as well as the responsibilities for the systems. Agencies should consider what new skills maintenance workforce will need for these systems.
- Start with a pilot for testing the technology and data quality. As part of the pilot program consider different vendors and technologies to understand the limits and capabilities of different systems.
- Understand that the current business model is uncertain. For most cities, the smart applications have been an expense with little or no return revenue for the City. Agencies should consider how programs can be implemented so they pay for themselves or recognize the expense to solve an identified need.
- Understand who owns the data for the implemented systems. When developing contracting documents, specify who owns the data and what data will be sent and maintained by the agency.

It is also beneficial to determine if the agency can handle the raw data for analysis or if dashboards are the preferred method of monitoring system performance.

- Public transparency in the process is essential. Agencies should understand there is a potential for community concerns about privacy. Outreach should clearly outline what technology is being implemented, what data are being collected and what data will be maintained. Decision maker and community buy-in is highly recommended if features may be controversial.

Supplemental Agency Review

Columbus, OH

The City of Columbus recently solicited proposals for the implementation of a Columbus Smart Street Lighting System (CSSLS). This system will include features such as centralized remote monitoring and control (two-way communication) of individual streetlights for outages, remote changes in time of operation, and dimming of fixtures by time of day or sensors. The CSSLS will leverage the existing fiber optic communication network for the backhaul system. The City intends to operate the CSSLS in an existing management center and the system may accommodate the incorporation of other applications, such as traffic counters, gunshot detection, environmental sensors, etc. This procurement will convert about 58,000 luminaires to LED and follows a pilot project that will convert 2,559 luminaries.

Detroit, MI

[Matt/Jeff to provide]

Summary & Conclusions

The review of peer agencies identified several lessons learned that will benefit WRCOG's Smart Streetlight program implementation. WRCOG staff will need to first identify the priorities of the program to select the best technology to implement. A pilot program will ensure that the technology will meet staff needs and will validate the cost estimates provided by technology vendors to inform the actual cost of full roll-out. WRCOG should also consult with its members to determine if deployed systems will be managed by individual members or centrally through WRCOG, as a central management approach with a dedicated staff could provide the attention and monitoring needed to fully realize the benefits from the program. Finally, WRCOG should also prepare a public outreach plan to help the affected communities understand what technology is being implemented and how their privacy will be protected. These measures will ensure a successful Smart Streetlight Implementation Strategy.

If you have any questions pertaining to the findings summarized in this memo, please call Dawn at (760) 603-6266.

Sincerely,

Dawn Wilson,
Department Manager
Transportation Planning

Cecily Taylor,
Senior Transportation Planner
Transportation Planning

DRAFT

Attachment A
Title

DRAFT

Attachment 3

Regional Streetlight Program Interest Rate Comparison

	At Closing					Current Estimate			At Refinancing					Difference between Original Interest Rate and Current Estimate
	Closing Dates	Total Payment (Principal + Interest)	Index	Spread	Interest Rate	10-Year U.S. Treasury Rate**	Spread***	Estimate for Interest Rate	Closing Date	Total Payment (Principal + Interest)	Spread	Interest Rate	Savings	
Eastvale	9/27/2018	\$ 6,796,141.79	2.96%	2.50%	5.46%	1.29%	2.50%	3.79%	-		-	-	-	1.67%
Lake Elsinore	11/1/2018	\$ 5,252,317.20	3.08%	2.50%	5.58%	Already Refinanced			8/17/2021	\$4,783,522.31	Unknown	3.07%	\$ 468,794.89	2.51%
Menifee	6/27/2019	\$ 9,030,488.93	1.80%	2.50%	4.30%	1.29%	2.50%	3.79%	-		-	-	-	0.51%
Moreno Valley	7/27/2018	\$ 12,479,571.60	2.92%	2.50%	5.42%	1.29%	2.50%	3.79%	-		-	-	-	1.63%
Murrieta	4/10/2018	\$ 10,384,978.19	2.85%	2.50%	5.35%	Already Refinanced			10/14/2020	\$8,833,991.52	2.65%	3.25%	\$ 1,550,986.67	2.10%
Perris	10/11/2018	\$ 7,562,980.69	3.02%	2.50%	5.52%	1.29%	2.50%	3.79%	-		-	-	-	1.73%
San Jacinto	9/11/2018	\$ 3,322,328.74	3.09%	2.50%	5.59%	1.29%	2.50%	3.79%	-		-	-	-	1.80%
Wildomar	3/22/2019	\$ 2,266,217.76	2.69%	2.50%	5.19%	1.29%	2.50%	3.79%	-		-	-	-	1.40%

* Average life U.S. Treasury Rate Swap Index

**Proxy for index rate, as of 8/13/2021

***Assumes same spread from closing

Source:
<https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield>



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Single Signature Authority Report
Contact: Princess Hester, Administrative Services Director, phester@wrcog.us, (951) 405-6704
Date: September 13, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to notify the Committee of contracts recently signed under the Single Signature Authority of the Executive Director.

Background:

The Executive Director has Single Signature Authority for contracts up to \$100,000. For the months of April through July 2021 one contract was signed by the Executive Director as summarized below:

1. In June 2021, an Agreement was executed with Environmental Science Associates in the amount of \$18,630. The purpose of this Agreement is to conduct due diligence for member agencies to participate in the Climate Action Plan (CAP) and conduct research on the nexus of a CAP and expediting housing development.

Prior Action(s):

September 1, 2021: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Cal Cities Activities Update
Contact: Erin Sasse, Regional Public Affairs Manager, Cal Cities, esasse@cacities.org, (951) 321-0771
Date: September 13, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an update of activities undertaken by Cal Cities.

Background:

The League of California Cities has been shaping the Golden State's political landscape since the association was founded in 1898. It defends and expands local control through advocacy efforts in the Legislature, at the ballot box, in the courts, and through strategic outreach that informs and educates the public, policymakers, and opinion leaders. Cal Cities also offers education and training programs designed to teach city officials about new developments in their field and exchange solutions to common challenges facing their cities.

A summary on the legislation update is attached to this Staff Report.

Prior Action(s):

August 19, 2021: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Cal Cities Legislation Update](#)



Legislative Update

In a big win for cities, two strongly opposed measures, [AB 1401 \(Friedman\)](#) and [SB 555 \(McGuire\)](#), were held in the twice-yearly appropriations committee suspense file procedures, preventing the bills from moving forward this legislative session.

Several League of California Cities supported measures that contain significant funding for cities, including [SB 1 \(Atkins\)](#), [AB 14 \(Aguilar-Curry\)](#), [SB 4 \(Gonzalez\)](#), and [SB 619 \(Laird\)](#), passed out of suspense and will face a floor vote in the coming days.

In total, of the 31 Cal Cities priority bills placed on the Senate and Assembly appropriations committee suspense files, nine were held and will not advance this year.

Lawmakers have until September 10 to pass any remaining bills and the Governor has until October 10 to sign or veto any legislation that reaches his desk. A summary of the suspense file results, organized by policy area, is below.

Community Service

Two Cal Cities supported community service bills passed out of suspense AB 46 (Rivas) and SB 50 (Limón). [AB 46](#) would establish the California Youth Empowerment Commission, which would formally advise and make recommendations to the Legislature and others on issues affecting California's disconnected and disadvantaged youth. [SB 50](#) would expand the range of types of childcare and early learning services that a state preschool contracting agency may provide.

Other priority bills include:

- [AB 536 \(Rodriguez\)](#) Office of Emergency Services: mutual aid gap analysis | Cal Cities Position: Support (Status: Held)
- [AB 1071 \(Rodriguez\)](#) Office of Emergency Services: tabletop exercises | Cal Cities Position: Support (Status: Held)
- [SB 344 \(Hertzberg\)](#) Homeless shelters grants: pets and veterinary services | Cal Cities Position: Support (Status: Held)

Environmental Quality

Cal Cities supports several bills that would provide significant funding and resources for environmental issues, most of which passed out of suspense. Notably, [SB 1 \(Atkins\)](#) would establish new planning, assessment, funding, and mitigation tools for California to address and respond to sea level rise. Similarly, [SB 418 \(Laird\)](#) would extend the sunset date of the existing Planning for Sea Level Rise Database for five years from January 1, 2023, to January 1, 2028.

[SB 619 \(Laird\)](#) would give local governments additional time and flexibility to implement SB 1383 (Lara, 2016), organic waste regulations. Cal Cities supports the measure, as additional time and flexibility would prevent an increase in waste rates for residents, some of whom are facing significant, pandemic-related financial difficulties. SB 619 was passed as amended.

Other priority bills include:

- [AB 33 \(Ting\)](#) Energy Conservation Assistance Act of 1979: energy storage systems and electric vehicle charging infrastructure: Native American tribes | Cal Cities Position: (Status: Passed)
- [AB 585 \(Rivas, Luz\)](#) Climate change: Extreme Heat and Community Resilience Program | Cal Cities Position: Support (Status: Held)
- [AB 897 \(Mullin\)](#) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans | Cal Cities Position: Support (Status: Held)
- [AB 1201 \(Ting\)](#) Solid waste: products: labeling: compostability and biodegradability | Cal Cities Position: Support (Status: Passed as Amended)
- [AB 1311 \(Wood\)](#) Recycling: beverage containers | Cal Cities Position: Support (Status: Passed)
- [SB 99 \(Dodd\)](#) Community Energy Resilience Act of 2021 | Cal Cities Position: Support (Status: Held)
- [SB 109 \(Dodd\)](#) Office of Emergency Services: Office of Emergency Technology Research and Development | Cal Cities Position: Support (Status: Passed)

Governance, Transparency, and Labor Relations

Only three priority governance, transparency, and labor relations bills were placed on suspense. All three passed and will be voted on in the coming days.

[SB 270 \(Durazo\)](#), which Cal Cities opposes, would authorize a public employee bargaining representative to file an unfair labor practice claim with the Public Employment Relations Board if their employer fails to provide certain employee information in a timely and accurate manner. This measure would subject the employer to civil penalties and a prevailing party's attorney's fees and costs.

Cal Cities also opposes [SB 284 \(Stern\)](#), which would expand California's current presumption for Post-Traumatic Stress Disorder for police officers and firefighters to public safety dispatchers, public safety telecommunications, and emergency response communication employees. The bill would functionally force public agencies to finance all PTSD claims, whether or not claims are related to work.

[SB 278 \(Leyva\)](#) would require public agencies and schools to directly pay retirees and/or their beneficiaries disallowed retirement benefits using general fund and Proposition 98 dollars. Cal Cities opposes the measure, as it would give CalPERS no incentive to properly calculate benefit payments, create compliance and implementation issues, and potentially result in costly legal battles for cities

Housing, Community, and Economic Development

Multiple Cal Cities opposed housing measures passed out of suspense, including [AB 215 \(Chiu\)](#) and AB 989 (Gabriel). The former would authorize the Department of Housing and Community Development (HCD) to appoint or contract with other counsel if the Attorney General (AG) declines to represent the department in a lawsuit against a city. AB 215 would also allow a three-year statute of limitation to apply to any action or proceeding brought by the AG or HCD.

AB 215 (Chiu) Housing Element.

This measure would require cities to have a mid-cycle housing element consultation with the Department of Housing and Community Development (HCD) if housing production is below the regional average; require cities to amend their laws so as to attain HCD's "pro-housing designation" if housing production is substantially below the regional average; and allow the Attorney General to enforce violations of the Housing Crisis Act of 2019 (SB 330, Skinner). This bill has been amended to remove the new, mid-cycle regional housing needs progress determination process, but the author also added language to greatly expand the California Department of Housing and Community Development's enforcement-related actions.

Cal Cities Position: Oppose, Sen. Floor

[AB 989](#) would create an Office of Housing Appeals within HCD, which would have the power to review alleged violations of the Housing Accountability Act for specified housing development projects. The bill allows an appeals panel, not a court, to overturn a local land use decision.

Fortunately, [AB 1401 \(Friedman\)](#) was held in suspense. The bill would have given developers and transit agencies — who are unaccountable to local voters — the power to determine parking requirements and could have negatively impacted the State's Density Bonus Law.

Other priority bills include:

- [AB 500 \(Ward\)](#) Local planning: coastal development: affordable housing | Cal Cities Position: Oppose/Amendments Pending (Status: Passed)
- [AB 602 \(Grayson\)](#) Development fees: impact fee nexus study | Cal Cities Position: Oppose Unless Amend (Status: Passed)

SB 8 (Skinner) Housing Crisis Act of 2019.

This measure would extend the sunset date for the Housing Crisis Act of 2019 from 2025 to 2030. The Housing Crisis Act declared a statewide housing crisis and froze nearly all development-related fees once a developer submits a "preliminary" application, including essential project specific fees.

Cal Cities Position: Oppose, Asm. Floor

SB 9 (Atkins) Housing Development Approvals.

This measure would require a local government to ministerially approve a housing development containing two residential units in single-family zones. Additionally, this measure would require local governments to ministerially approve urban lot split. Recent amendments now narrowly allow cities to deny projects on CEQA-related concerns. Lawmakers also added language to SB 9 to help prevent speculative construction.

Cal Cities Position: Oppose, enrolled to the Governor for signature or veto

Public Safety

Multiple priority public safety bills with positive and negative potential impacts to cities were passed out of suspense. Only [AB 718 \(Cunningham\)](#), which Cal Cities supported, was held. The measure would have closed a loophole within SB 1421 (Skinner, 2018), which established parameters for the release of officer records.

Both [SB 2 \(Bradford\)](#) and SB 16 (Skinner) passed out of suspense. The former would eliminate the federally recognized doctrine of qualified immunity and outlines a peace officer decertification process that undermines local control. However, related amendments to the bill were made today, which Cal Cities is reviewing. [SB 16](#), which Cal Cities opposes, would make every incident involving unreasonable or excessive force and any sustained finding that an officer failed to intervene against another officer using unreasonable or excessive force subject to disclosure.

Cal Cities supports [AB 89 \(Jones-Sawyer\)](#), which also passed out of suspense. The measure lays out a comprehensive approach to creating minimum qualifications for future peace officers. The bill was recently amended and now takes a more nuanced, collaborative, and thoughtful approach to the law enforcement officer certification process.

Other priority bills include:

- [AB 48 \(Gonzalez, Lorena\)](#) Law enforcement: kinetic energy projectiles and chemical agents | Cal Cities Position: Oppose (Status: Passed)
- [AB 61 \(Gabriel\)](#): Business pandemic relief | Cal Cities Position: Support pending amendments (Status: Passed)
- [AB 89 \(Jones-Sawyer\)](#) Peace officers: minimum qualifications | Cal Cities Position: Oppose (Status: Passed)
- [SB 314 \(Wiener\)](#) Alcoholic beverages | Cal Cities Position: Support pending amendments (Status: Passed)

Revenue and Taxation

[SB 792 \(Glazer\) Sales and Use Tax. Retailer Reporting.](#)

This measure would require online retailers, with annual taxable sales exceeding \$50 million, to report to CDTFA certain taxing jurisdiction information of where a product, purchased online, is shipped. This measure aims to better inform the public's understanding of online transactions and the flow of goods across the state. The new reporting requirement will support the study of the impact of booming online sales on sales tax allocations across the state.

Cal Cities Position: *Support, Asm. Floor*

[SB 60 \(Glazer\) Short-Term Rental Ordinance Violations.](#)

This measure would allow cities and counties to impose larger fines for violations of short-term rental ordinances up to \$5,000 for each violation. The violations must be deemed to pose threat to public health and safety. This increased allowance would not apply to the first failure to register or pay a business license fee.

Cal Cities Position: *Support, Sen. Floor for concurrence*

SB 780 (Cortese) Public Investment Authorities.

This measure would provide improved flexibility and capacity to Enhanced Infrastructure Financing Districts and Community Revitalization and Investment Authorities aimed at increasing investor confidence and ease of administration.

Cal Cities Position: *Support, Sen. Floor for concurrence*

SB 555 (McGuire) State Sponsored Short-Term Rental Tax Collection Program

This measure would authorize a local agency to delegate its authority to collect their locally imposed transient occupancy tax (TOT) and fees on short term rentals to the California Department of Tax and Fee Administration (CDTFA). This measure would allow short-term rental platforms to conceal rental locations, rates, and stay durations from CDTFA and contracting agencies reducing audit capabilities. We are pleased to report that this problematic bill is dead for the year.

Cal Cities Position: *Oppose Unless Amended, 2-year bill - Dead for year*

Transportation, Communications, and Public Works

AB 14 (Aguiar-Curry) Broadband Services. California Advanced Services Fund.

SB 4 (Gonzalez) Communications. California Advanced Services Fund. Deaf and Disabled Telecommunications Program. Surcharges.

These measures would reform the existing California Advanced Services Fund (CASF) surcharge to help close the digital divide. Specifically, these measures would:

- Continue to fund CASF beyond the original 2022 sunset date;
- Make it easier for local governments to apply for these grants;
- Expand the definition of unserved; and
- Develop a model for streamlined permits through the Governor's Office of Business and Economic Development.

Cal Cities Position: *Support, Sen. and Asm. Floors*

SB 341 (McGuire) Telecommunications Service. Outages.

This measure would require the Office of Emergency Services (Cal OES) to adopt regulations for public outage maps maintained by telecommunications providers. Additionally SB 341 would require the CPUC and Cal OES to develop backup electrical supply rules to require telecommunications providers to maintain service for at least 72 hours.

Cal Cities Position: *Support, Asm. Floor*

SB 556 (Dodd) Street Light Poles, Traffic Signal Poles, Utility Poles, and Support Structures. Attachments.

This measure would require local governments to make space available on street light poles, traffic signal poles, utility poles, and other public infrastructure to telecommunications providers in accordance with the Federal Communications Commission's adopted regulations on wireless services deployment.

Cal Cities Position: *Oppose, Asm. Floor*



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: SCAG Activities Update

Contact: Sarah Patterson, SCAG Regional Affairs Officer, patterson@scag.ca.gov, (213) 236-1094

Date: September 13, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an update of activities SCAG is currently pursuing.

Background:

Clint Lorimore, Mayor Pro Tem, City of Eastvale, and SCAG President, will provide an update on SCAG activities underway to help cities and counties with implementing Connect SoCal and meeting Regional Housing Needs Assessment requirements through the Sustainable Communities Program (SCP), the Southern California Climate Adaptation Framework, the Racial Equity Early Action Plan, and outreach to Community Based Organizations. President Lorimore will also highlight current efforts under development that will provide additional tools and benefit to local jurisdictions such as the Regional Data Platform components.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Overview of PACE Program
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: September 13, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an overview of the PACE Program.

Background:

The long-standing history of the PACE Program means that it's origins predate several current Executive Committee members. This presentation is intended to provide a brief refresher of the history and structure of the residential and commercial PACE Programs in order to better prepare current members to evaluate future PACE-related actions.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

None.