



Western Riverside Council of Governments Public Works Committee

AGENDA

**Thursday, November 9, 2017
2:00 p.m.**

**County of Riverside Administrative Center
4080 Lemon Street
5th Floor, Conference Room C
Riverside, CA 92501**

Please Note Meeting Location

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Public Works Committee meeting, please contact WRCOG at (951) 955-8308. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with the Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting, which are public records relating to an open session agenda items, will be available for inspection by members of the public prior to the meeting at 4080 Lemon Street, 3rd Floor, Riverside, CA, 92501.

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

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

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

- 4. CONSENT CALENDAR**

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

- A. Summary Minutes from the September 14, 2017, Public Works Committee Meeting are Available for Consideration. P. 1

Requested Action: 1. Approve the Summary Minutes from the September 14, 2017, Public Works Committee meeting.

- B. TUMF Revenue and Expenditures Update Andrew Ruiz P. 5

Requested Action: 1. Receive and file.

- C. Financial Report Summary Through September 2017 Andrew Ruiz P. 13

Requested Action: 1. Receive and file.

5. REPORTS / DISCUSSION

- A. Regional Streetlight Program Activities Update Tyler Masters, WRCOG P. 19

Requested Action: 1. Request volunteers to participate in the Streetlight Work Group.

- B. Transportation Uniform Mitigation Fee (TUMF) Calculation Handbook Update Daniel Ramirez-Cornejo, WRCOG P. 23

Requested Action: 1. Recommend that the Executive Committee approve the updated TUMF Calculation Handbook.

- C. Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit / Reimbursement Agreement Template Daniel Ramirez-Cornejo, WRCOG P. 89

Requested Action: 1. Recommend that the Executive Committee approve the updated TUMF Improvement and Credit / Reimbursement Agreement template.

- D. Riverside County Traffic Analysis Model (RIVTAM) Update Christopher Gray, WRCOG P. 125

Requested Action: 1. Receive and file.

- E. Alternative Compliance Program Development Update Christopher Gray, WRCOG P. 143

Requested Action: 1. Receive and file.

- F. Complete Streets Training Update Christopher Gray, WRCOG P. 149

Requested Action: 1. Discuss and provide input.

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

7. **ITEMS FOR FUTURE AGENDAS** *Members*

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

8. **GENERAL ANNOUNCEMENTS** *Members*

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

9. **NEXT MEETING:** **The next Public Works Committee meeting is scheduled for Thursday, December 14, 2017, at 2:00 p.m., in the County of Riverside Administrative Center, 5th Floor, Conference Room C.**

10. **ADJOURNMENT**

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1. CALL TO ORDER

The meeting of the Public Works Committee (PWC) was called to order at 2:04 p.m. by Chairman Art Vela at County of Riverside Administrative Center, 5th Floor, Conference Room C.

2. SELF INTRODUCTIONS

Members present:

Art Vela, City of Banning
Kris Jenson, City of Hemet
Brad Fagrell, City of Lake Elsinore (2:12 p.m. arrival)
Jonathan Smith, City of Menifee
Henry Ngo, City of Moreno Valley
Bob Moehling, City of Murrieta
Sam Nelson, City of Norco
Brad Brophy, Cities of Perris and San Jacinto
Jeff Hart, City of Riverside
Patricia Romo, County of Riverside, Transportation & Land Management Agency (TLMA)
Jeffrey Smith, March Joint Powers Authority

Staff present:

Andrew Ruiz, Program Manager
Christopher Gray, Director of Transportation
Christopher Tzeng, Program Manager
Daniel Ramirez-Cornejo, Senior Analyst
Janis Leonard, Administrative Services Manager
Suzy Nelson, Administrative Assistant
Tyler Masters, Program Manager

Guests present:

Darren Henderson, WSP
Bob Morin, WSP
Martha Masters, Riverside County Transportation Commission
Paul Rodriguez, Rodriguez Consulting Group
Michelle Cervantes, County of Riverside

3. PUBLIC COMMENTS

Tyler Masters provided an update on the WRCOG Regional Streetlight Program and noted that staff has distributed the draft Request for Quotation (RFQ) for review and comment to the Public Works and Planning Directors. The RFQ will identify and support the selection of LED streetlight fixtures for the regional retrofit once the streetlights have been procured. Once the RFQ is released, and quotations from proposers are provided, WRCOG will develop a working group from representatives of all interested participating jurisdictions to evaluate proposals.

4. CONSENT CALENDAR – (Murrieta / Menifee) 11 yes; 0 no; 0 abstention. Items 4.A through 4.D were approved by a unanimous vote of those members present. The Cities of Calimesa, Canyon Lake, Corona,

Eastvale, Jurupa Valley, Lake Elsinore, Temecula, Wildomar, the Riverside County Transportation Commission and the Riverside Transit Authority were not present.

A. Summary Minutes from the August 10, 2017, Public Works Committee Meeting are Available for Consideration.

Action: 1. *Approved the Summary Minutes from the August 10, 2017, Public Works Committee meeting.*

B. TUMF Revenue and Expenditures Update

Action: 1. *Received and filed.*

C. Financial Report Summary Through July 2017

Action: 1. *Received and filed.*

D. Active Transportation Plan – Final Project List

Action: 1. *Approved the final project list for the Active Transportation Plan.*

5. REPORTS/DISCUSSION

A. Transportation Uniform Mitigation Fee (TUMF) Credit Agreement Reconciliation Update

Daniel Ramirez-Cornejo provide an update on an effort by TUMF consultant, WSP, to review all TUMF Credit Agreements, which began in early 2017. WRCOG had never conducted a comprehensive review of all executed TUMF Credit Agreements between member agencies and developers. Staff has often received questions regarding the total amount of TUMF improvements constructed through the credit process. Three main takeaways from the review of Credit Agreements are 1) the total amount of TUMF improvements delivered is \$136 million; 2) the total amount of TUMF obligations for Credit Agreements is \$166 million; and 3) the total amount of TUMF reimbursements to developers is \$23 million.

A technical memo was prepared by WSP, which provided key highlights of the review and recommendations from TUMF Credit Agreements moving forward.

Bob Morin, WSP, presented recommendations for consideration by WRCOG which included 1) a clear and detailed description of improvements to be completed by developers; 2) an expiration date or sunset clause would benefit the credit process and would avoid WRCOG having to refund developers that were not aware of existing agreement; 3) a template of Exhibit A (Legal Description) of the Credit Agreement for consistency; 4) engineers cost of TUMF improvements as an exhibit to the Credit Agreement; and 5) close out documentation from the respective member jurisdiction in which TUMF improvements are completed.

Christopher Gray mentioned that staff would prefer to include a sunset clause in the TUMF Credit Agreement template so that an agreement does not remain active for a substantial amount of time.

Committee member Jeffrey Smith asked about the current process for termination of agreements.

Mr. Gray responded that there currently is no termination clause in the Credit Agreement, only a general statement regarding the performance of the improvements.

Committee member Patricia Romo indicated that including a sunset clause would be beneficial for periods after Nexus Study updates and projects are removed from the TUMF Program.

Chairman Vela asked if staff have discussed what a reasonable amount of time would be for a Credit Agreement to expire.

Mr. Gray responded that staff have discussed a potential expiration date between five and ten years after execution of the Credit Agreement.

Committee member Kris Jenson mentioned that an expiration date between five and ten years could be difficult for larger developments that have a build-out of multi-decades.

Mr. Gray responded that the language could potentially be geared towards a time of performance clause.

Mr. Ramirez-Cornejo provided a series of questions to the Committee for discussion including whether WRCOG should be 1) collecting an administrative portion on Credit Agreements that are executed; 2) should a meeting with member agencies and developers be required prior to execution of a Credit Agreement; and 3) should a closeout letter / notice of completion be required from the member agency after the improvements have been accepted.

Chairman Vela stated that having a meeting between the developer and the member agency prior to executing a Credit Agreement would be beneficial for all parties involved.

Committee member Henry Ngo stated that the City of Moreno Valley currently requires meetings between both parties so an opt-out option should be included.

Action: 1. *Received and filed.*

B. Transportation Uniform Mitigation Fee (TUMF) Credit / Reimbursement Manual Update

Christopher Gray reported that the WRCOG and TUMF consultant Kimley Horn are finalizing the development of a comprehensive manual would include the reimbursement process for member agencies. Staff has presented updates to the Public Works Committee on the Credit / Reimbursement Manual since early 2017. WRCOG incorporated some additional language based on comments received during the review period. This language includes a statement of principles regarding expenses that could potentially be eligible under the TUMF Program. The final Credit / Reimbursement Manual also includes exhibits of cross sections for improvements like grade separations and interchanges.

Mr. Gray mentioned that staff will be conducting a comprehensive update of the TUMF Administrative Plan to remove the sections on credit and reimbursement and make reference to the Credit / Reimbursement Manual.

Committee member Brad Fagrell asked whether items such as retaining walls would be eligible expenses.

Mr. Gray stated that the principles included in the Credit / Reimbursement Manual will be now provide guidance as to expenses that are truly required for a project to move forward.

Action: 1. *Received and file.*

C. TUMF Revenue Collections Recap

Andrew Ruiz presented a recap of the TUMF collections for Fiscal Year 2016 / 2017 in which WRCOG collected approximately \$44 million. The average of TUMF revenue for the past three fiscal years has been \$40 million. Broken down by Zone, the Northwest Zone has collected nearly 45% of the TUMF

revenue. Broken down by land use, approximately 60% has been collected from single-family residential development.

Mr. Ruiz also presented on a couple of developments that collected a significant amount of TUMF for the fiscal year which included industrial development in the Riverside and the March JPA, and retail development in the Cities of Menifee and Norco.

Daniel Ramirez-Cornejo reported on TUMF projects underway or completed during the fiscal year, which included the Newport Road / I-215 Interchange in the City of Menifee and the Limonite Avenue Widening in the City of Jurupa Valley.

Action: 1. *Received and filed.*

6. REPORT FROM THE DIRECTOR OF TRANSPORTATION

Christopher Gray reported that that WRCOG Executive Committee approved the WRCOG Grant Writing Program. WRCOG has retained a consultant to prepare grants on behalf of WRCOG member agencies. WRCOG will provide a presentation in the coming months to discuss the process for member agencies to request assistance from WRCOG.

Mr. Gray announced that WRCOG is holding a Visioning Session in October, which may result in canceling the October Public Works Committee meeting.

7. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

8. GENERAL ANNOUNCEMENTS

There were no general announcements.

9. NEXT MEETING: The next Public Works Committee meeting is scheduled for Thursday, November 9, 2017, at 2:00 p.m., in the County of Riverside Administrative Center, 5th Floor, Conference Room C.

10. ADJOURNMENT: The meeting was adjourned at 2:59 p.m.



Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: TUMF Revenue and Expenditures Update

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

Date: November 9, 2017

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

Requested Action:

1. Receive and file.

For the month of September 2017, the TUMF Program received \$3,592,416 in revenue.

To date, revenues received into the TUMF Program total \$739,031,459. Interest amounts to \$32,911,296, for a total collection of \$771,942,755.

WRCOG has dispersed a total of \$357,566,797 primarily through project reimbursements and refunds, and \$21,611,209 in administrative expenses.

The Riverside County Transportation Commission share payments have totaled \$332,041,570 through September 30, 2017.

Prior Action:

September 14, 2017: The Public Works Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Summary TUMF Program revenues.

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Item 4.B

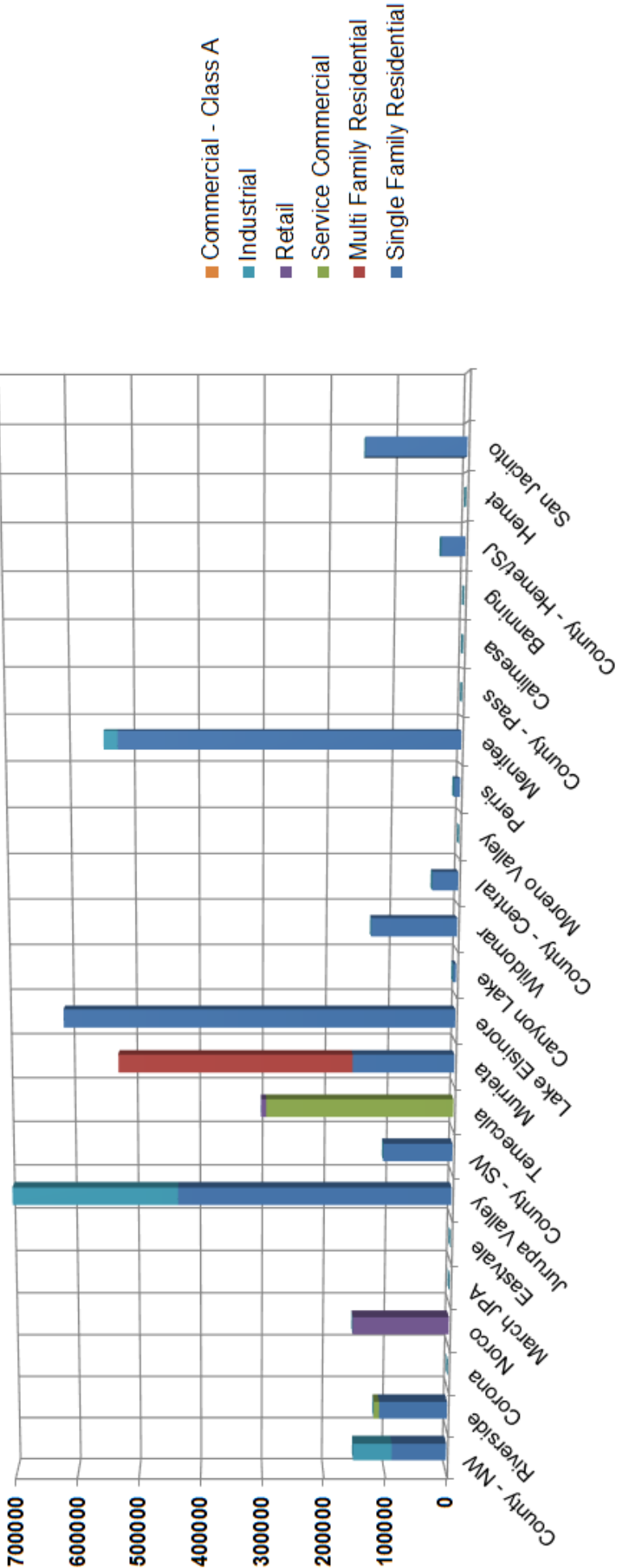
TUMF Revenue and Expenditures
Update

Attachment 1

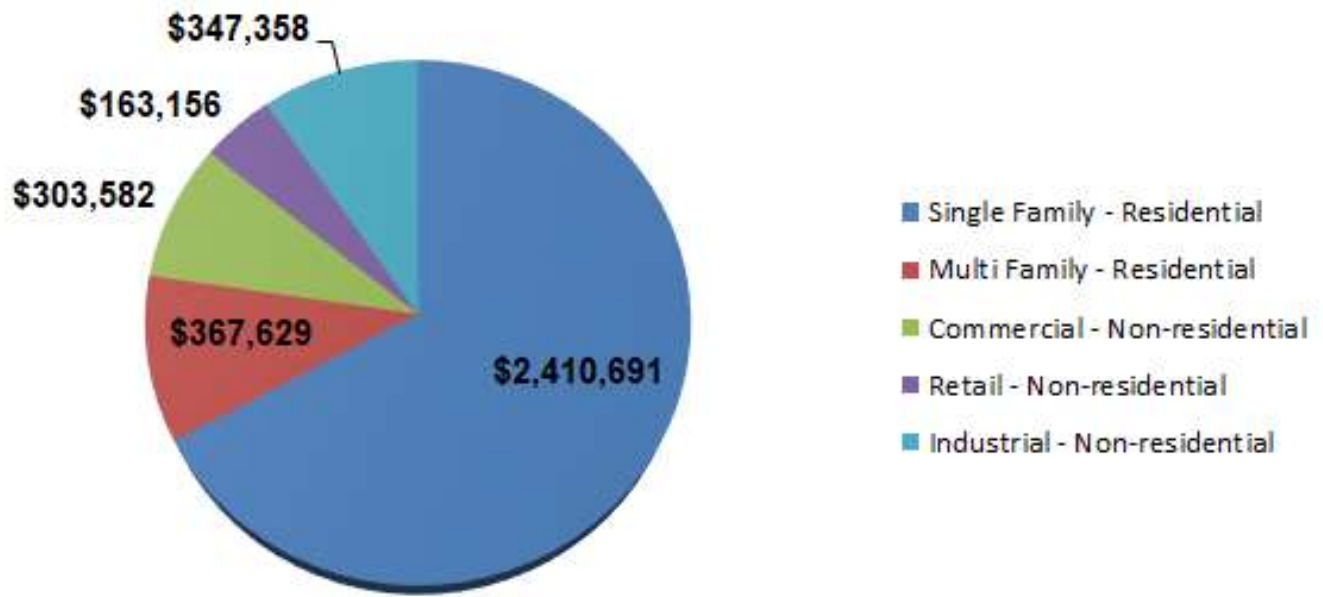
Summary TUMF Program revenues

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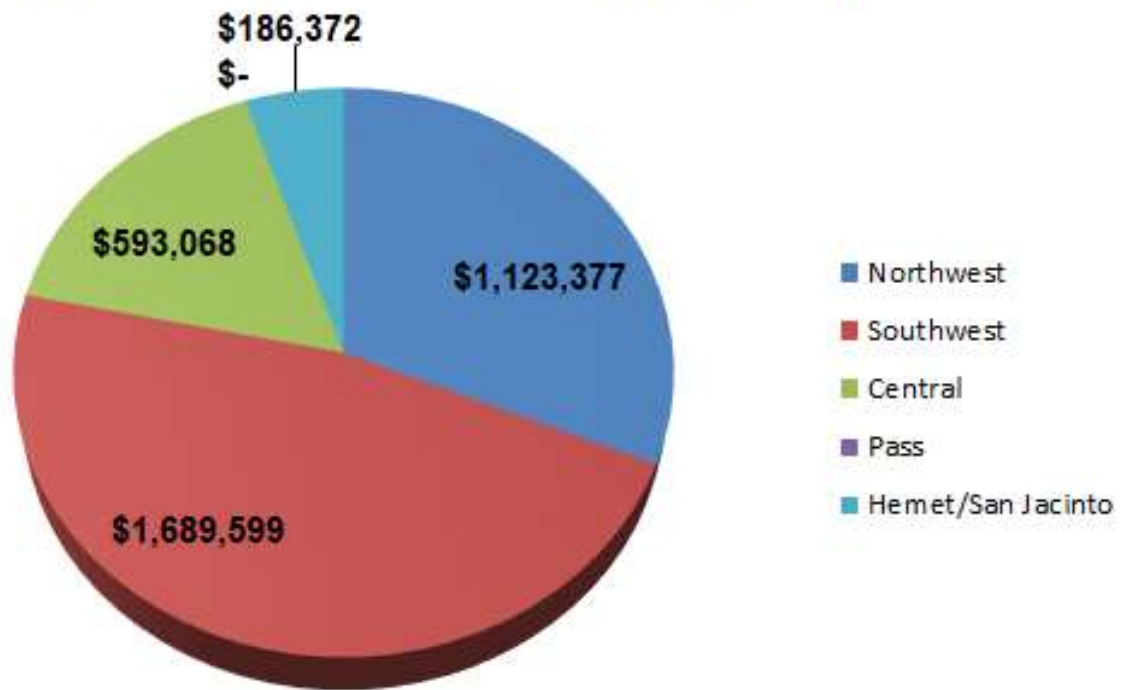
September 2017 TUMF Revenues by Jurisdiction Total Revenue - \$3,592,416



September 2017 TUMF revenues by land-use type



September 2017 TUMF Revenues by Zone



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Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: Financial Report Summary Through September 2017

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

Date: November 9, 2017

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

Requested Action:

1. Receive and file.

Attached for Executive Committee review is the Agency Financial Report summary through July 2017.

Prior Action:

September 14, 2017: The Public Works Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – September 2017.

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Item 4.C

Financial Report Summary Through
September 2017

Attachment 1

Financial Report summary –
September 2017

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

Revenues	Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	Remaining 6/30/2018 Budget
General Assembly	300,000	18,800	281,200
WRCOG HERO Residential Revenue	816,771	400,393	416,378
CA HERO Residential Revenue	7,639,575	1,399,513	6,240,062
SCE WREP Revenue	75,000	14,438	60,562
WRCOG HERO Residential Recording Revenue	182,775	79,200	103,575
CA HERO Residential Recording Revenue	1,508,036	245,520	1,262,516
CA First Residential Revenue	167,000	8,426	158,574
CA First Residential Recording Revenue	86,000	3,159	82,841
Other Misc Revenue	-	5,921	(5,921)
Active Transportation Revenue	150,000	80,567	69,433
RIVTAM Revenue	-	25,000	(25,000)
Commercial/Service - Admin Portion	101,097	14,753	86,344
Retail - Admin Portion	118,867	50,239	68,629
Industrial - Admin Portion	249,133	172,285	76,848
Residential/Multi/Single - Admin Portion	1,045,779	335,760	710,019
Multi-Family - Admin Portion	129,787	15,453	114,334
Commercial/Service - Non-Admin Portion	2,426,945	354,076	2,072,869
Retail - Non-Admin Portion	2,852,820	1,205,733	1,647,087
Industrial - Non-Admin Portion	5,979,195	4,134,842	1,844,353
Residential/Multi/Single - Non-Admin Portion	25,098,070	8,058,228	17,039,842
Multi-Family - Non-Admin Portion	3,114,890	370,869	2,744,020
Total Revenues	62,996,435	16,993,175	46,003,261
Expenditures			
Wages & Salaries	2,584,095	466,133	2,117,962
Fringe Benefits	739,956	175,167	564,789
Total Wages and Benefits	3,384,051	641,299	2,742,751
Overhead Allocation	2,219,371	547,363	1,672,008
Audit Fees	27,500	10,200	17,300
Bank Fees	29,000	11,872	17,128
Commissioners Per Diem	62,500	12,000	50,500
Office Lease	427,060	34,312	392,748
Parking Validations	4,775	990	3,785
Event Support	112,600	19,293	93,307
General Supplies	66,536	2,566	63,970
Computer Supplies	12,500	1,732	10,768
Computer Software	18,000	11,577	6,423
Rent/Lease Equipment	35,000	6,308	28,692
Membership Dues	31,950	6,636	25,314
Subscriptions/Publications	6,500	153	6,347
Meeting Support/Services	12,100	921	11,179
Postage	8,155	1,265	6,890
Other Household Expenditures	4,880	666	4,214
Storage	1,000	3,502	(2,502)
Computer Hardware	1,000	1,643	(643)
Misc. Office Equipment	-	688	(688)
Communications-Regular	1,000	2,571	(1,571)

Communications-Long Distance	500	57	443
Communications-Cellular	12,677	1,723	10,954
Communications-Web Site	5,600	255	5,345
Equipment Maintenance - General	11,000	4,061	6,939
Equipment Maintenance - Computers	25,000	4,158	20,842
Insurance - General/Business Liason	72,950	32,756	40,194
PACE Recording Fees	1,862,811	177,979	1,684,832
Seminars/Conferences	24,550	2,400	22,150
General Assembly Expenditures	304,200	8,148	296,052
Travel - Mileage Reimbursement	15,700	3,564	12,136
Travel - Ground Transportation	13,100	208	12,892
Travel - Airfare	28,704	1,788	26,916
Meals	10,419	786	9,633
Other Incidentals	13,358	2,970	10,388
Training	14,321	4,427	9,894
Supplies/Materials	35,117	11,525	23,592
Consulting Labor	3,659,928	160,421	3,499,507
Consulting Expenses	72,865	33,966	38,899
TUMF Project Reimbursement	39,000,000	2,935,880	36,064,120
BEYOND Expenditures	2,052,917	19,707	2,033,210
Total General Operations	61,181,206	4,083,039	57,098,167
Total Expenditures	64,565,257	4,724,338	59,840,918



Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Regional Streetlight Program Activities Update

Contact: Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 955-8378

Date: November 9, 2017

The purpose of this item is to provide the Committee with an update on the regional financing next steps that member jurisdictions can utilize as they begin to acquire their streetlights, and an update on the Streetlight Procurement Request for Quotation (RFQ).

Requested Action:

1. Request volunteers to participate in the Streetlight Work Group.

WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases, which include 1) streetlight inventory; 2) procurement and retrofitting of streetlights; and 3) ongoing operations and maintenance. The overall goal of the Program is to provide significant cost savings to member jurisdictions.

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

The Program seeks to provide cost-efficiencies for local jurisdictions through the purchase, retrofit, and maintenance of streetlights within jurisdictional boundaries, without the need of additional jurisdictional resources. As a regional Program, WRCOG is working with participating jurisdictions to move through the acquisition process, develop financing recommendations, develop and update regional and community-specific streetlight standards, and implement a regional operations & maintenance (O&M) agreement that will enhance the level of service currently provided by SCE.

Regional Streetlight Acquisition Update

To date, 11 jurisdictions (listed below) have decided to move forward and have signed Purchase and Sales Agreements to acquire current SCE-owned streetlights within their jurisdictional boundaries. Collectively, these account for nearly 48,000 streetlights within Western Riverside County. Once each Agreement is signed by the jurisdiction, SCE will transmit the Agreement to the California Public Utilities Commission (CPUC) for review and approval.

On August 30, 2017, SCE filed the City of Murrieta's application with the CPUC. Murrieta is the first city in Western Riverside County to enter this phase of the process. On October 10, 2017, the CPUC approved the City's application.

Additionally, on September 25, 2017, SCE filed the City of Temecula's application with the CPUC. Temecula is now the second city in Western Riverside County to enter this phase of the process and the remaining nine jurisdictions are nearing this stage. Staff will keep the WRCOG Committees updated as jurisdictions progress through the acquisition process.

Acquisition process schedule: The table below provides the estimated status for each jurisdiction participating in the Program. While Murrieta and Temecula have advanced to the CPUC for approval of streetlight acquisition, the nine remaining jurisdictions are awaiting SCE's submission of the Agreements to the CPUC. Staff estimated the next batch of WRCOG cities to advance to the CPUC as early as Mid-October / early November. This timeline is tentative and subject to change depending on review conducted by SCE and the CPUC.

Acquisition Process	Amendment Executed	SCE sends to CPUC	CPUC approval date	SCE transition start	Estimated retrofit start
Retrofit, O&M, LED fixture, and financing GOALS			Retrofit, O&M service selection GOAL	Finance Closing and LED selection GOAL	LED fixture delivery date GOAL
<i>Jurisdiction</i>	<i>Start date</i>		45 days (120 for full filing)	60 days	30 days
Eastvale	7/26/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Hemet	8/7/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Jurupa Community Services District	7/20/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Lake Elsinore	8/9/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Menifee	8/1/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Moreno Valley	9/19/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Murrieta	7/27/2017	8/30/2017	10/10/2017	1/23/2018	2/22/2018
Perris	8/8/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
San Jacinto	8/7/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Temecula	7/24/2017	9/25/2017	1/23/2018	3/24/2018	4/23/2018
Wildomar	7/24/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
					One phase = 3,000 pole/month

Financing Update

WRCOG, PFM, and Banc of America have been working together to develop a regional financing structure and financial documents that will be reviewed, approved, and entered into by the jurisdictions interested in participating in the finance option of the Regional Streetlight Program. Staff has met with all jurisdictions that signed Purchase and Sales Agreements (PSA) to provide the next steps of the acquisition process. The purpose of these financial meetings was to provide jurisdictions with the updates to their cash flow models, O&M prices and updated LED fixtures prices. At these meetings, staff updated jurisdictions on the status of the draft regional Program participation and finance agreements and provided a copy to the jurisdictions for review and comment.

Financial Meetings:

1. City of Eastvale: October 10, 2017
2. City of Hemet: October 4, 2017

3. City of Lake Elsinore, October 18, 2017
4. City of Menifee: October 16, 2017
5. City of Moreno Valley: October 16, 2017
6. City of Murrieta: October 16, 2017
7. City of Perris: October 17, 2017
8. City of San Jacinto: October 16, 2017
9. City of Temecula: October 5, 2017
10. City of Wildomar: October 10, 2017
11. Jurupa Community Services District: October 16, 2017

On October 11, 2017, WRCOG distributed the draft Program participation and financing documents to participating jurisdictions for review. On October 25, 2017, staff received comments from jurisdictions, which will be compiled and distributed back to Banc of America to initiate its review before the agreements are drafted into final draft form for action by each interested jurisdiction.

Staff will coordinate with each jurisdiction to identify potential dates to take the finalized Finance Agreements to its City Council for approval. Staff will be working with each jurisdiction to meet specific timelines set forth in the table above so that once the PSA comes out of the CPUC, all jurisdictions will have their financing approved and ready to initiate payments for the streetlights and O&M.

Streetlight Request for Quotation (RFQ)

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction owned streetlights. This is the next step within the Regional Streetlight Program as many of the jurisdictions are in the process of acquiring their streetlights from SCE. Upon the closing of the RFQ, an evaluation committee (to be formed) will review the proposals and coordinate with the jurisdictions to identify the best LED lighting fixture(s) that meet the region's street lighting needs.

On October 25, 2017, WRCOG released a second Amendment to the RFQ which allows additional time for potential proposers to respond to the RFQ. The first Amendment was released on October 11, 2017. WRCOG staff will provide responses to the questions and answers on November 20, 2017. Quotes are now due on December 11, 2017, and staff anticipates a decision will be made by the week of January 15, 2018.

The specifications listed within the RFQ were extracted from WRCOG's LightSuite document (approved by the Executive Committee on September 11, 2017), the outdoor lighting resource developed using technical analysis and public input from the Regional Demonstration Area hosted in the City of Hemet. The LightSuite document is a guiding template for interested jurisdictions to apply to current street lighting standards and new developments. For the Demonstration Area, WRCOG and the City of Hemet installed over 150 different LED lighting fixtures from 12 different lighting vendors. The Demonstration Area helped identify public preference for lighting specifications through guided tours. At these tours, attendees voiced their opinion on what type of lighting style they preferred and on how much lighting is needed within their community. Attendees included elected officials, public safety officials, city staff, astronomers, lighting specialists, and residents from Riverside and San Bernardino Counties.

As part of the RFQ process, staff will work with a lighting engineer to assist with the questions that will be provided to interested proposers. The role of the lighting engineer will be to provide technical assistance through the RFQ and LED selection processes.

After proposers provide quotations, staff will coordinate a working group with members of the Public Works Committee to include representation of each respective participating jurisdiction involved in the Regional Streetlight Program to evaluate and assess qualified proposals. The goal of the working group would be to identify the LED lighting fixture(s) that is best suited for the region of Western Riverside County. Staff is requesting to identify representatives from participating jurisdictions to participate in the working group.

Prior Actions:

October 2, 2017: The Executive Committee received and filed.
October 19, 2017: The Technical Advisory Committee received and filed.
October 26, 2017: The Finance Directors' Committee received and filed.

Fiscal Impact:

Activities for the Regional Streetlight Program are included in the Agency's adopted Fiscal Year 2017/2018 Budget.

Attachment:

None.



Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Transportation Uniform Mitigation Fee (TUMF) Calculation Handbook Update

Contact: Daniel Ramirez-Cornejo, Senior Analyst, dramirez-cornejo@wrcog.us, (951) 955-8307

Date: November 9, 2017

The purpose of this item is to provide an update to the Committee members on the TUMF Calculation Handbook to include recent data from the 2016 TUMF Calculation Handbook and the component for Active Senior Living developments.

Requested Action:

1. Recommend that the Executive Committee approve the updated TUMF Calculation Handbook.

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, and the Riverside Transit Agency (RTA).

The TUMF Fee Calculation Handbook details the methodology for calculating the TUMF obligation for different categories of new development and, where necessary, to clarify the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

Background

During the development of the TUMF Program, it was realized that certain land uses require special attention regarding the assessment / calculation of TUMF because of unique, site-specific characteristics. To address these special uses / circumstances, WRCOG developed a Fee Calculation Handbook to detail the methodology for calculating TUMF obligations for different categories of new development and, where necessary, to clarify the definition and calculation methodology for such uses. The fee calculations provide step-by-step work sheets on how fees are calculated for unique uses such as auto dealerships, fueling stations and high cube warehouses. The last update to the TUMF Calculation Handbook occurred in June 2017, for which the Executive Committee approved a fee calculation for Active Senior Living Developments.

With the approval of the 2016 TUMF Nexus Study by the Executive Committee on July 10, 2017, WRCOG and TUMF consultant WSP have updated the TUMF Calculation Handbook to include the latest data from the 2016 TUMF Nexus Study and the component for Active Senior Living Developments.

WRCOG also received questions from stakeholders regarding the fee calculation component for fueling stations and the pass by trip ratio included in the TUMF Calculation Handbook. WRCOG and WSP reviewed recent data from the Institute of Traffic Engineers (ITE) Trip Generation Manual and updated the pass by trip ratio for fueling stations.

Staff has received various questions regarding the trip generation characteristics of fulfillment / logistic centers. Therefore, staff is in the process of reviewing data sources to develop a component of the TUMF Calculation Handbook for this type of use.

On October 5, 2017, WRCOG distributed the draft TUMF Calculation Handbook to the Public Works and Planning Directors for review and comment. Staff did not receive any comments from member agency staff regarding the updated data.

Prior Action:

May 11, 2017: The Planning Directors' Committee received and filed.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachment:

1. Draft TUMF Calculation Handbook.

Item 5.B

Transportation Uniform Mitigation
Fee (TUMF) Calculation Handbook
Update

Attachment 1

Draft TUMF Calculation Handbook

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TRANSPORTATION UNIFORM MITIGATION FEE

FEE CALCULATION HANDBOOK

Prepared for

The Western Riverside Council of Governments

In Cooperation with

The City of Banning
The City of Beaumont
The City of Calimesa
The City of Canyon Lake
The City of Corona
The City of Eastvale
The City of Hemet
The City of Jurupa Valley
The City of Lake Elsinore
The City of Menifee
The City of Moreno Valley
The City of Murrieta
The City of Norco
The City of Perris
The City of Riverside
The City of San Jacinto
The City of Temecula
The City of Wildomar
The County of Riverside
Eastern Municipal Water District
March Joint Powers Authority
Morongo Band of Mission Indians
Western Municipal Water District

Prepared by

WSP

Revised: August 10, 2017



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1.0 INTRODUCTION AND PURPOSE

The Board of Supervisors of the County of Riverside and the Councils of the Cities of Western Riverside County enacted the Transportation Uniform Mitigation Fee to fund the mitigation of cumulative regional transportation impacts resulting from future development. The mitigation fees collected through the TUMF program will be utilized to complete transportation system capital improvements necessary to meet the increased travel demand and to sustain current traffic levels of service.

The fee calculations are based on the proportional allocation of the costs of proposed transportation improvements based on the cumulative transportation system impacts of different types of new development. Fees are directly related to the forecast rate of growth and trip generation characteristics of different categories of new development. The purpose of this handbook is to detail the methodology for calculating the TUMF obligation for different categories of new development and, where necessary, to clarify the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

2.0 STANDARD FEE CALCULATIONS

A standard methodology will be applied for calculating all TUMF obligations based on the rates for various land use categories as prescribed in the respective TUMF ordinances. Fees associated with new residential development are to be calculated based on the prescribed TUMF rate and the total number of dwelling units associated with a new development using **Worksheet A.1.1**. Similarly, fees for all new non-residential developments are to be calculated based on the prescribed TUMF rate and the gross floor area of all buildings associated with the new development using **Worksheet A.2.1**.

2.1. Standard Residential Fee Calculations

For the purpose of calculating the TUMF obligation, residential dwelling units are defined as a building or portion thereof used by one (1) family and containing one (1) kitchen, which is designed primarily for residential occupancy. Residential dwelling units may include, but are not limited to, detached houses, apartment homes, condominiums and mobile homes. Residential dwelling units do not include hotel and motel rooms, dormitories, medical care facilities and correctional institutions which are considered to be non-residential developments.

Residential TUMF obligations are calculated by multiplying the net increase in the total number of dwelling units associated with a new development by the appropriate residential land use category fee rate using **Worksheet A.1.1**. Residential land use categories include single-family residential dwelling units and multi-family dwelling units, as defined in the respective TUMF ordinances.

2.2. Standard Non-Residential Fee Calculations

For the purpose of calculating the TUMF obligation, non-residential development is defined as retail commercial, service commercial, industrial, and government or public sector development which is designed primarily for use as a business and is not intended for residential occupancy or dwelling use. The applicable non-residential land use category for a non-residential development is determined based on the predominate use of the building or structure associated with the new development and may be related to the underlying land use zoning of the new development site, as prescribed in the respective TUMF ordinances. The TUMF non-residential land use categories were defined with reference to the socioeconomic data obtained from the Southern California Association of Governments (SCAG) and used as the basis for completing this Nexus Study analysis. The SCAG employment data is provided for thirteen employment sectors consistent with the California Employment Development Department (EDD) Major Groups including: Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Transportation, Warehousing and Utilities; Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service; and Government. For the purposes of the Nexus Study, the EDD Major Groups were aggregated to Industrial (Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Transportation, Warehousing and Utilities), Retail (Retail Trade), Service (Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service) and Government/Public Sector (Government). These four aggregated sector types were used as the basis for calculating the fee.

Table 2.1 provides a table detailing the EDD Major Groups and corresponding North American Industry Classification System (NAICS) Categories that are included in each non-residential sector type. Table 2.1 should be used as a guide to determine the applicable non-residential TUMF land use category based on the predominate use of the buildings associated with the new development. A comprehensive breakdown of the Major Groups and correspondence to the NAICS categories can be found in Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017) and on the U.S. Census Bureau website at www.census.gov/epcd/www/naics.html.

Non-residential TUMF obligation are calculated by multiplying the net increase in the gross floor area of the buildings or structures associated with a new development by the appropriate non-residential land use category fee rate using **Worksheet A.2.1**. The gross floor area of non-residential developments is defined as the sum, measured in square feet, of the area at each floor level, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are included within the principal outside faces of the exterior wall of the building or structure, not including architectural setbacks or projections. Included are all stories or areas that have floor surfaces with clear standing head room (at least 6 feet, 6 inches) regardless of their use. Where a ground level area, or part thereof, within the principal outside faces of the exterior walls of the building or structure is left un-roofed, the gross floor area of the un-roofed portion will be added to the overall square footage of the building for the purpose of the non-

residential fee calculation unless the unroofed area is solely provided for architectural or aesthetic purposes.

For certain non-residential land use types that have been explicitly defined in this handbook (herein referred to as 'defined use') un-enclosed un-roofed areas and un-enclosed roofed-over spaces that are integral to the performance of the principal business of the site will be added to the overall square footage of any buildings or structures associated with a new development for the purpose of fee calculation. Defined use types are listed in **Table 3.1** of this handbook. Determination of the precise floor area for each defined use will be made in accordance with the provisions of **Section 4.0** and **Section 5.0** of this handbook.

DRAFT

Table 2.1 - TUMF Non-Residential Category Detailed NAICS Correspondence Summary

TUMF	California Employment Development Department (EDD)	North American Industry Classification System (NAICS) (2007)
Category	Major Groups	Category Codes & Descriptions*
Industrial	11-000000 Total Farm	11-111 Crop Production
		11-112 Animal Production
		11-113 Forestry and Logging
		11-114 Fishing, Hunting and Trapping
		11-115 Support Activities for Agriculture and Forestry
	10-000000 Natural Resources & Mining	10-211 Oil and Gas Extraction
		10-212 Mining (except Oil and Gas)
		10-213 Support Activities for Mining
	20-000000 Construction	20-236 Construction of Buildings
		20-237 Heavy and Civil Engineering Construction
		20-238 Specialty Trade Contractors
		32-311 Food Manufacturing
	30-000000 Manufacturing	32-312 Beverage and Tobacco Product Manufacturing
		32-313 Textile Mills
		32-314 Textile Product Mills
		32-315 Apparel Manufacturing
		32-316 Leather and Allied Product Manufacturing
		31-321 Wood Product Manufacturing
		32-322 Paper Manufacturing
		32-323 Printing and Related Support Activities
		32-324 Petroleum and Coal Products Manufacturing
		32-325 Chemical Manufacturing
		32-326 Plastics and Rubber Products Manufacturing
		31-327 Nonmetallic Mineral Product Manufacturing
		31-331 Primary Metal Manufacturing
		31-332 Fabricated Metal Product Manufacturing
		31-333 Machinery Manufacturing
		31-334 Computer and Electronic Product Manufacturing
		31-335 Electrical Equipment, Appliance, and Component Manufacturing
		31-336 Transportation Equipment Manufacturing
		31-337 Furniture and Related Product Manufacturing
		31-339 Miscellaneous Manufacturing
	41-000000 Wholesale Trade	41-423 Merchant Wholesalers, Durable Goods
		41-424 Merchant Wholesalers, Nondurable Goods
		41-425 Wholesale Electronic Markets and Agents and Brokers
	43-000000 Transportation, Warehousing & Utilities	43-221 Utilities
		43-481 Air Transportation
		43-482 Rail Transportation
		43-483 Water Transportation
		43-484 Truck Transportation
		43-485 Transit and Ground Passenger Transportation
		43-486 Pipeline Transportation
		43-487 Scenic and Sightseeing Transportation
		43-488 Support Activities for Transportation
		43-491 Postal Service
		43-492 Couriers and Messengers
		43-493 Warehousing and Storage
Retail	42-000000 Retail Trade	42-441 Motor Vehicle and Parts Dealers
		42-442 Furniture and Home Furnishings Stores
		42-443 Electronics and Appliance Stores
		42-444 Building Material and Garden Equipment and Supplies Dealers
		42-445 Food and Beverage Stores
		42-446 Health and Personal Care Stores
		42-447 Gasoline Stations
		42-448 Clothing and Clothing Accessories Stores
		42-451 Sporting Goods, Hobby, Book, and Music Stores
		42-452 General Merchandise Stores
		42-453 Miscellaneous Store Retailers
		42-454 Nonstore Retailers

**Table 2.1 - TUMF Non-Residential Category Detailed NAICS Correspondence Summary
(continued)**

TUMF	California Employment Development Department (EDD)	North American Industry Classification System (NAICS) (2007)
Category	Major Groups	Category Codes & Descriptions*
Service	50-000000 Information	50-511 Publishing Industries (except Internet)
		50-512 Motion Picture and Sound Recording Industries
		50-515 Broadcasting (except Internet)
		50-517 Telecommunications
		50-518 Data Processing, Hosting, and Related Services
		50-519 other Information Services
		55-521 Monetary Authorities-Central Bank
		55-522 Credit Intermediation and Related Activities
	55-000000 Finance Activities	55-523 Securities, Commodity Contracts, and Other Financial Investments and Related Activities
		55-524 Insurance Carriers and Related Activities
		55-525 Funds, Trusts, and Other Financial Vehicles
		55-531 Real Estate
		55-532 Rental and Leasing Services
		55-533 Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
		60-540 Professional, Scientific, and Technical Services
		60-550 Management of Companies and Enterprises
	60-000000 Professional & Business Services	60-561 Administrative and Support Services
		60-562 Waste Management and Remediation Services
		65-610 Educational Services
		65-621 Ambulatory Health Care Services
	65-000000 Educational & Health Services	65-622 Hospitals
		65-623 Nursing and Residential Care Facilities
		65-624 Social Assistance
		70-711 Performing Arts, Spectator Sports, and Related Industries
	70-000000 Leisure & Hospitality	70-712 Museums, Historical Sites, and Similar Institutions
		70-713 Amusement, Gambling, and Recreation Industries
		70-721 Accommodation
		70-722 Food Services and Drinking Places
	80 Other Services	80-811 Repair and Maintenance
		80-812 Personal and Laundry Services
		80-813 Religious, Grantmaking, Civic, Professional, and Similar Organizations
		80-814 Private Households
Government/ Public Sector	90-000000 Government	90-910 Federal Government
		90-920 State Government
		90-930 Local Government

Note: * The NAICS Minor Groups and Categories are cross-referenced to the EDD Major Industrial Codes which are used as the basis for the CDR forecasts.

Sources:	Riverside County Center for Demographic Research (CDR)
	California Employment Development Department (EDD)
	US Census Bureau, North American Industry Classification System (NAICS), 2007

3.0 DEFINED USE TYPE CALCULATIONS

Notwithstanding the provisions of the respective TUMF ordinances, the TUMF Administration Plan, and the standard residential and non-residential fee calculations described in this handbook, there are a number of “defined use” types that are not clearly defined in the respective TUMF ordinances or cannot readily capture the trip making characteristics of the land use based on the number of dwelling units or gross floor area of new development. For these defined use types, this handbook provides the administrative mechanism to clarify the definition of the particular use, and where appropriate, to determine the proportional ‘fair share’ when the trip generation of the use is not directly or wholly associated with the number of dwelling units or gross floor area.

The methodology for determining the proportional “fair share” for the mitigation of the cumulative traffic impacts associated with the “defined uses” will be unique for each land use. However, the fee obligation for each defined use will be calculated based on the standard residential or non-residential fee calculation methodology (described in Section 2.0 of this handbook) using the schedule of fees prescribed in the respective TUMF ordinances.

The defined use types are indicated in **Table 3.1**. The sections following Table 3.1 provide a detailed explanation of each specific defined use, the rationale for the defined use proportional fair share determination and the methodology for calculating the fee obligation for the specific defined use. **Section 4.0** details the calculation methodology for residential defined use types. **Section 5.0** details the calculation methodology for non-residential defined use types and **Section 6.0** outlines calculation worksheets for applicable defined use types.

Table 3.1 – Defined Use Types		
SECTION	DEFINED USE	CALCULATION METHODOLOGY
<i>Residential</i>		Standard residential fee calculation is the net increase in the total number of dwelling units multiplied by the appropriate residential land use category fee rate using Worksheet A.1.1 .
4.1	Mobile Home Parks	Mobile homes to be located in mobile home parks will be calculated as multi-family dwelling units and mobile homes to be located on individual lots will be calculated as single-family dwelling units using Worksheet A.1.1 for standard residential fee calculations.
4.2	Transit Oriented Development	For eligible residential TOD land uses, the TUMF obligation is calculated by multiplying the standard residential TUMF obligation (either single family or multi-family, as appropriate) by the automobile trip reduction factor using the methodology outlined in Worksheet A.1.2 . Documentation including a site plan and location map will be submitted with the development application to demonstrate eligibility of residential land use as TOD.
4.3	Active Senior Living	For eligible senior adult housing (also referred to as Active Senior Living), the TUMF obligation is calculated by multiplying the standard multi-family residential TUMF obligation by the automobile trip reduction factor using the methodology outlined in Worksheet A.1.23 . Documentation including an active senior living qualification checklist will be submitted with the development application to demonstrate eligibility of residential land use as Active Senior Living.

Table 3.1 (continued) – Defined Use Types		
SECTION	DEFINED USE	CALCULATION METHODOLOGY
<i>Non-Residential</i>		Standard non-residential fee calculation in the net increase in the gross floor area of buildings multiplied by the appropriate non-residential land use category fee rate using Worksheet A.2.1 .
5.1	Fuel Filling Stations	For all types of fuel filling stations or facilities with fuel filling positions, the gross floor area will be calculated using Worksheet A.2.2 and the resultant value will be entered as the <i>Total Gross Floor Area for Retail Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.
5.2	Vehicle Dealerships	Vehicle Dealerships will be calculated as a retail use based on the gross floor area of all buildings and structures associated with the dealership using Worksheet A.2.1 for standard non-residential fee calculations.
5.3	Group Quarters	All types of group quarters will be calculated as service uses using Worksheet A.2.1 for standard non-residential fee calculations.
	Congregate Care Facilities and Nursing Homes	For all group quarters specifically used for congregate care (including assisted living facilities) and/or nursing homes, the gross floor area will be calculated using Worksheet A.2.3 and the resultant value will be entered as the <i>Total Gross Floor Area for Service Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.
5.4	Mini-Warehouses and Rental Storage	Mini-Warehouses and Rental Storage (including outdoor rental storage areas) will be calculated using Worksheet A.2.4 and the resultant value will be entered as the <i>Total Gross Floor Area for Industrial Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.
5.5	Golf Courses	Golf Courses will be calculated using Worksheet A.2.5 and the resultant value will be entered as the <i>Total Gross Floor Area for Service Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.
5.6	Wholesale Nurseries	Wholesale Nurseries will be calculated using Worksheet A.2.6 and the resultant value will be entered as the <i>Total Gross Floor Area for Industrial Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.
5.7	Retail Nurseries (Garden Centers)	Retail Nurseries will be calculated using Worksheet A.2.7 and the resultant value will be entered as the <i>Total Gross Floor Area for Retail Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.
5.8	High-Cube Warehouse/Distribution Center	High-Cube Warehouses/Distribution Centers with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet will be calculated using Worksheet A.2.8 and the resultant value will be entered as the <i>Total Gross Floor Area for Industrial Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.

Table 3.1 (continued) – Defined Use Types		
SECTION	DEFINED USE	CALCULATION METHODOLOGY
5.9	Wineries	Winery size is determined using Worksheet A.2.9. Small wineries will be calculated as an industrial use based on the gross floor area of all buildings associated with the winery using Worksheet A.2.1 for standard non-residential fee calculations. Medium wineries will be calculated using Worksheet A.2.10 and the resultant value will be entered as the <i>Total Gross Floor Area for Industrial Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations. Large Wineries will be calculated using Worksheet A.2.11 and the resultant value will be entered as the <i>Total Gross Floor Area for Industrial Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.
5.10	Electric Vehicle Supply Equipment Charging Stations	All types of publically accessible electric vehicle supply equipment (EVSE) charging stations will be calculated using Worksheet A.2.12 and the resultant value will be entered as the <i>Total Gross Floor Area for Retail Buildings</i> in Worksheet A.2.1 for standard non-residential fee calculations.

4.0 DETAILED METHODOLOGY FOR RESIDENTIAL DEFINED USE TYPES

4.1. Mobile Home Parks

4.1.1. Summary

Mobile homes to be located in mobile home parks will be considered as multi-family dwelling units with the TUMF obligation calculated using **Worksheet A.1.1** for standard residential fee calculations. Notice of the fee obligation will be provided to the mobile home park developer at the time of issuance of the “Mobile Home Park Permit” or equivalent building permit for the installation of site infrastructure including, but not limited to, permanent foundations, and electrical, water and sewer receptacles. The TUMF will be required to be paid in full by the mobile home park developer at the time of final inspection by the appropriate local jurisdiction to authorize utilization of the site for lease to a mobile home owner (which is considered the equivalent to the issuance of a certificate of occupancy).

Mobile homes to be located on individual lots will be considered single-family dwelling units with the TUMF obligation calculated using **Worksheet A.1.1** for standard residential fee calculations.

4.1.2. Detailed Narrative

In accordance with Section 6.1 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), all mobile homes are considered to be single-family dwelling units for the purpose of calculating the applicable TUMF obligation for newly developed units. Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) defines single-family detached housing as “all single-family detached homes on individual lots” and notes that “single-family detached units had the highest trip generation per dwelling unit of all residential uses, because they were the largest units in size and had more residents and more vehicles per unit than other residential land uses; they were generally located farther away from shopping centers, employment areas, and other trip attractors than other residential land uses; and they generally had fewer alternative modes of transportation available, because they were typically not as concentrated as other residential land uses.” Mobile homes located on individual lots are generally consistent with this description of single-family detached housing and tend to reflect single-family trip generation characteristics and resultant transportation system impacts. However, mobile homes grouped in higher density mobile home parks tend to demonstrate trip generation characteristics more like those of multi-family residential unit developments. For this reason, it has been determined that mobile homes expressly located in mobile home parks will be considered as multi-family dwelling units for the purpose of calculating the applicable TUMF obligation.

Trip Generation 9th Edition defines mobile home parks as generally consisting of multiple “manufactured homes that are sited and installed on permanent foundations and

typically have community facilities such as recreation rooms, swimming pools, and laundry facilities” provided for the exclusive use of residents. Foundations (and associated utilities) in mobile home parks are generally provided on a ‘for lease’ basis to residents who own the actual mobile home with the mobile home being temporarily located on the foundation for the duration of the lease. For the purpose of the TUMF, *mobile homes to be located in mobile home parks* meeting this description *will be considered as multi-family dwelling units* with the fee obligation for newly developed units to be determined accordingly. *Mobile homes to be located on individual lots will be considered single-family dwelling units* with the fee obligation remaining unchanged from that previously prescribed in the Nexus Study and subsequently adopted local ordinances.

For the exclusive purpose of assessing the TUMF on newly developed mobile home parks or expansions of existing mobile home parks that result in an increase in the number of mobile home sites provided within the mobile home park, notice of the fee obligation will be provided to the mobile home park developer at the time of issuance of the ‘Mobile Home Park Permit’ or equivalent building permit for the installation of site infrastructure including, but not limited to, permanent foundations, and electrical, water and sewer receptacles. The TUMF will be required to be paid in full by the mobile home park developer at the time of final inspection by the appropriate local jurisdiction to authorize utilization of the site for lease to a mobile home owner (which is considered the equivalent to the issuance of a certificate of occupancy).

Mobile home parks sites that have received final inspection prior to the enactment of the respective local jurisdictions TUMF Ordinance are considered to be pre-existing. There is no TUMF fee obligation for pre-existing mobile home park sites.

Community facilities such as recreation rooms, swimming pools, and laundry facilities are considered to be ancillary to the primary multi-family residential land use of mobile home parks. The development or expansion of these types of ancillary community facilities would not require payment of TUMF fees. However, the development of non-residential retail, service or industrial facilities (including, but not limited to, convenience markets, management offices and sales offices) in conjunction with a mobile home park would be considered as separate land uses and would require payment of the TUMF fee in accordance with Section 6.2 of the Nexus Study and the provisions of the respective local TUMF Ordinance.

4.2. Transit-Oriented Development

4.2.1. Summary

As described in the California Mitigation Fee Act, a transit-oriented development (TOD) is “a development project consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use...if located within ½ mile of a transit station and with direct walking access to the station, within ½ mile of convenience retail uses including a store that sells food, and with a maximum number of parking spaces as required by state statute or local ordinance.”

For the purpose of calculating the TUMF obligation, a factor reflecting the reduction in automobile trip generation associated with residential TOD will be applied to the standard residential TUMF obligation.

The residential TOD TUMF obligation is calculated by multiplying the standard residential TUMF obligation (either single family or multi-family, as appropriate) by the automobile trip reduction factor. The methodology outlined in **Worksheet A.1.2** and described as follows will be applied to determine the TOD TUMF obligations.

1. Complete the TOD qualification checklist and prepare TOD documentation.
2. Determine the standard TUMF obligation for eligible residential TOD land uses using **Worksheet A.1.1**.
3. Multiply the result for Step 2 by 0.885.

Documentation will be submitted with the development application as the basis for determining the eligibility of the residential land use as a TOD. Documentation will include a site plan indicating that at least 50% of the floorspace of the development is dedicated to residential use and the required number of parking spaces associated with the subject development. Documentation will also include a map showing the location of the subject development circled with a ½ mile radius, as well as the location of a transit station(s), the location of diverse uses and direct walking routes of ½ mile or less between the subject development and the listed uses to justify that the development satisfies the characteristics of TOD.

4.2.2. Detailed Narrative

The California Mitigation Fee Act requires that impact fees for residential development that satisfy certain characteristics of transit-oriented development (TOD) “be set at a rate that reflects a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without these characteristics.”

Section 66005.1 of the California Government Code (Mitigation Fee Act) states the following with regard to Transit-Oriented Development and impact fees:

“(a) When a local agency imposes a fee on a housing development pursuant to Section 66001 for the purpose of mitigating vehicular traffic impacts, if that housing development satisfies all of the following characteristics, the fee, or the portion thereof relating to vehicular traffic impacts, shall be set at a rate that reflects a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without these characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with these characteristics, would not generate fewer automobile trips than a housing development without those characteristics:

(1) The housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.

(2) Convenience retail uses, including a store that sells food, are located within one-half mile of the housing development.

(3) The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

(b) If a housing development does not satisfy the characteristics in subdivision (a), the local agency may charge a fee that is proportional to the estimated rate of automobile trip generation associated with the housing development.

(c) As used in this section, "housing development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

(d) For the purposes of this section, "transit station" has the meaning set forth in paragraph (4) of subdivision (b) of Section 65460.1. "Transit station" includes planned transit stations otherwise meeting this definition whose construction is programmed to be completed prior to the scheduled completion and occupancy of the housing development.

With regard to the definition of transit station, Section 65460.1 of the California Government Code (Transit Village Development Plan Act) states that *the following definitions shall apply:*

(1)"Bus hub" means an intersection of three or more bus routes, with a minimum route headway of 10 minutes during peak hours.

(2)"Bus transfer station" means an arrival, departure, or transfer point for the area's intercity, intraregional, or interregional bus service having permanent investment in multiple bus docking facilities, ticketing services, and passenger shelters.

[...]

(5)"Transit station" means a rail or light-rail station, ferry terminal, bus hub, or bus transfer station."

Research regarding the relationship between automobile trips and TOD is summarized in Table 4.1. Table 4.1 indicates the lower automobile trip generation rates that have been determined to be associated with TOD compared to conventional developments.

Table 4.1 – Examples of Automobile Trip Reduction Rates	
<i>Situation</i>	<i>Automobile Trip Reduction Rate</i>
Housing development within 2,000 ft of a light-rail or commuter rail station ¹	9%
Housing development in settings with intensive transit services ²	15%
Housing or business TOD ³	2 - 16%
TOD housing in California ³	15%
Average trip reduction rate (if the case study indicates a range the average rate was used)	11.5%

Sources

1: Santa Clara County Congestion Management Agency

2: California Air Resource Board study; Parker et al.; 2002

3: Effects of TOD on housing, parking, and travel; R. Cervero et al.; TCRP report 128; 2008

The California Air Resources Board, which estimates the air quality impacts of new developments, calls for up to a 15 percent reduction in trip rates for housing in settings with intensive transit services. The Santa Clara County California's Congestion Management Agency recommends a 9 percent trip reduction in estimated trip generation levels when setting impact fees for new housing developments within 2,000 feet of a light-rail or commuter-rail station. Studies also found that mode shifts and automobile trip reductions are more noticeable in areas where transit use is already high.

Those studies also found wide variations between automobile trip reduction rates from development to development, depending on several factors such as housing density, proximity to downtown, or intensity of transit service. For instance, a 2003 California TOD travel characteristics study found that commute shares of residents living within ½ mile of a transit station strongly differ from the shares of those living outside the station-area. The statewide weighted average difference in transit shares compared against the surrounding ½ mile to 3 miles was nearly 27 percent inside the ½ mile radius and 7 percent outside.

Based on case studies and considering the relatively low housing density in Western Riverside County, as well as the intensity of transit service, an average automobile trip reduction rate of 11.5% will be used to calculate the TUMF obligation for TODs as described in the California Mitigation Fee Act.

The U.S. Green Building Council (USGBC), the Congress for the New Urbanism (CNU), and the Natural Resources Defense Council (NRDC) have developed a national standard for assessing and rewarding environmentally superior neighborhood development practices within the framework of the Leadership in Environmental and Energy Design (LEED®) Green Building Rating System™. As stated in *LEED 2009 for Neighborhood Development Rating System* (USGBC, April 2012), LEED for Neighborhood Development “places emphasis on the site selection, design, and construction elements that bring buildings and infrastructure together into a neighborhood and relate the neighborhood to its landscape as well as its local and regional context. LEED for Neighborhood Development creates a label, as well as guidelines for both decision

making and development, to provide an incentive for better location, design, and construction of new residential, commercial, and mixed-use developments.”

LEED Neighborhood Development (LEED ND) Certification utilizes three environmental categories: Smart Location and Linkage, Neighborhood Pattern and Design, and Green Infrastructure and Buildings. The Smart Location and Linkage (SLL) is consistent with the principles of TOD having the intent described as follows:

- “To encourage development within and near existing communities and public transit infrastructure.
- To encourage improvement and redevelopment of existing cities, suburbs, and towns while limiting the expansion of the development footprint in the region to appropriate circumstances.
- To reduce vehicle trips and vehicle miles traveled (VMT).
- To reduce the incidence of obesity, heart disease, and hypertension by encouraging daily physical activity associated with walking and bicycling.”

In order to achieve LEED ND certification, a prerequisite is meeting the requirements of SLL. A requirement of SLL directly applicable to TOD and mixed use is locating a “project near existing neighborhood shops, uses, and facilities collectively referred to as “diverse uses” such that the ... project’s geographic center is within 1/2-mile walk distance of at least seven diverse uses.” This SLL requirement and LEED ND prerequisite provides an appropriate measure for determining a development meets national standards for mixed use in the context of TOD. Although the California Mitigation Fee Act specifically cites the requirement to be located in proximity to Convenience Retail uses, the LEED ND SLL diverse uses requirement will be utilized by WRCOG as the basis for determining that a development application meets the mixed use requirements of a TOD to adequately reduce trip generation rates.

Documentation of TOD that must be submitted with the development application as the basis for determining the TUMF fee obligation consists of the following:

1. Site Plan including a table or narrative detailing that not less than 50% of the total floorspace of the planned development is dedicated for residential use, and indicating the number of parking spaces associated with the subject development does not exceed the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.
2. Location Map showing the location of the subject development circled with a ½ mile radius, as well as the location of a transit station(s), the location of diverse uses and direct walking routes of ½ mile or less between the subject development and the listed uses. The map must also indicate the pedestrian connectivity from the development to a transit station and the other diverse use locations along a barrier-free walkable pathway not exceeding ½ mile.

At least seven diverse uses from the list in Table 4.2 must be identified within a ½ mile walking distance of the development to qualify a TOD. The qualifying diverse uses must include at least one Food Retail establishment and at least one use from each of two other categories. A single establishment may be counted as having more than one diverse use when separate and distinct uses within the establishment fall within different categories. For example, a supermarket (Food Retail category) may also include a pharmacy (Community-Serving Retail category) and a bank (Services category) providing a total of three diverse uses in a single establishment.

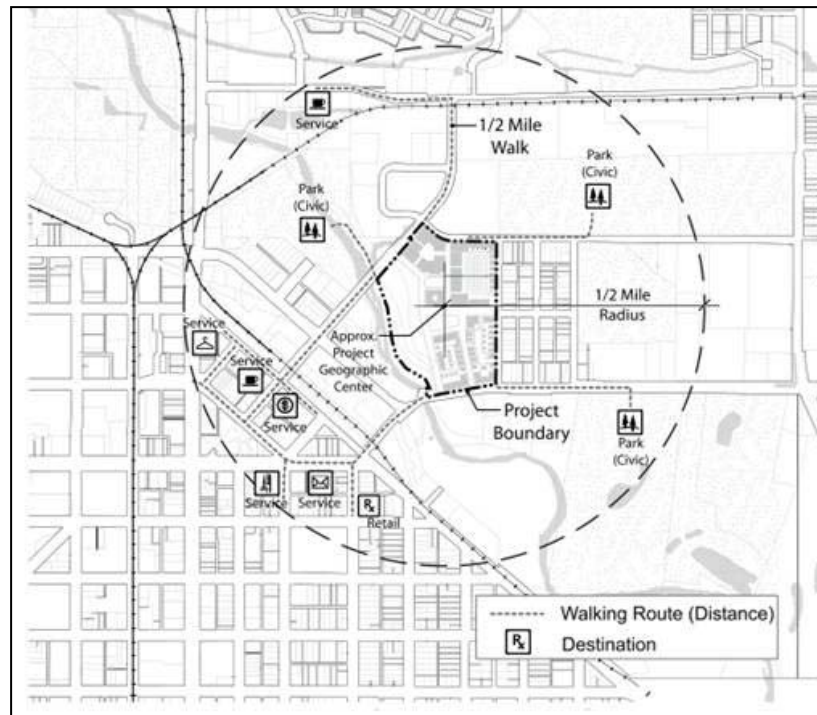
Table 4.2 – List of Diverse Uses¹

Category	Use
Food Retail	Supermarket
	Other food store with produce
Community-Serving Retail	Clothing store or department store selling clothes
	Convenience store
	Farmer's market
	Hardware store
	Pharmacy
	Other retail
Services	Bank
	Gym, health club, exercise studio
	Hair care
	Laundry, dry cleaner
	Restaurant, café, diner (excluding establishments with only drive-throughs)
Civic and Community Facilities	Adult or senior care (licensed)
	Child care (licensed)
	Community or recreation center
	Cultural arts facility (museum, performing arts)
	Educational facility (including K–12 school, university, adult education center, vocational school, community college)
	Family entertainment venue (theater, sports)
	Government office that serves public on-site
	Place of worship
	Medical clinic or office that treats patients
	Police or fire station
	Post office
	Public library
	Public park
	Social services center

Figure 4.1 depicts a sample map of how the Walkability Assessment and Map of Diverse Uses may be presented to meet the requirements.

¹ Adapted from LEED 2009 for Neighborhood Development Rating System, updated April 2012, USGBC

Figure 4.1 – Walkability Assessment and Map of Diverse Uses within ½ mile of Development



The TUMF residential use obligation for a TOD is 88.5% of the standard residential use obligation for a similar development. This rate will be evaluated and updated in conjunction with the regular updates of the TUMF Nexus Study to respond to changes in housing density and transit service in Western Riverside County.

4.3. Active Senior Living

4.3.1. Summary

Senior adult housing (also commonly referred to as “active senior living”) is generally defined in the Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) as detached and/or detached housing units in independent living developments, including retirement communities, age-restricted housing and active adult communities, that may include amenities such as golf courses, swimming pools, 24-hour security, transportation, and common recreational facilities, but generally lack centralized dining and on-site health facilities. Residents in active senior living communities live independently and are typically active (requiring little to no medical supervision), which differs from congregate care facilities (including senior assisted living facilities) and nursing homes that are specific types of group quarters (as described in **Section 5.3**) whose primary function is to provide care for elderly persons or other persons who are unable to adequately care for themselves.

Both detached and attached senior adult housing are typically built in higher density sole purpose developments with age restrictions or limitations on residents. As such, active senior living housing units typically demonstrate trip generation rates significantly below those of standard single-family and multi-family residential unit developments. Furthermore, according to Trip Generation 9th Edition, the trip generation rates for detached and attached dwelling units in active senior housing units are very similar, and more closely reflect the trip generation rates of multi-family dwelling units. For this reason, all dwelling units in eligible active senior living developments (both detached and attached) regardless of density are considered multi-family dwelling units for the purpose of calculating the applicable TUMF obligation.

For the purpose of determining the TUMF obligation, all dwelling units in eligible active senior living developments (both detached and attached) regardless of density will be considered multi-family dwelling units. The methodology outlined in **Worksheet A.1.3** and described as follows will be applied to determine the equivalent number of multi-family dwelling units for all types of active senior living dwelling units.

4. Complete the active senior living qualification checklist and provide the required supporting documentation pursuant to Cal. Civ. Code § 51.11 and Cal. Bus. & Prof. Code § 11010.05 [2016].
5. Multiply the total number of eligible active senior living dwelling units (both detached and attached) by 0.53 to determine the equivalent number of multi-family dwelling units
(i.e. for the example facility it is $413 \times 0.53 = 218.9$ equivalent multi-family dwelling units)
6. Use the resultant value as the number of multi-family dwelling units to calculate the TUMF obligation using **Worksheet A.1.1** for standard residential fee calculations.

4.3.2. Detailed Narrative

Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) includes two separate definitions for senior adult housing (commonly referred to as “active senior living”). Detached senior adult housing is defined as “detached independent living developments, including retirement communities, age-restricted housing and active adult communities. These developments may include amenities such as golf courses, swimming pools 24-hour security, transportation, and common recreational facilities. However, they generally lack centralized dining and on-site health facilities. Detached senior communities may or may not be gated.” Attached senior adult housing is similar to detached senior housing, “except they contain apartment-like residential units. Attached senior adult housing may include limited social and recreational services, but typically lacks centralized dining or medical facilities.” In both types of active senior living dwelling units, residents “live independently and are typically active (requiring little to no medical supervision)”, which differs from congregate care facilities (including senior assisted living facilities) and nursing homes that are specific types of group quarters (as described in **Section 5.3**) whose primary function is to provide care for elderly persons or other persons who are unable to adequately care for themselves.

Both detached and attached senior adult housing are typically built in higher density sole purpose developments with age restrictions or limitations on residents. As shown in **Table 4.3**, active senior living housing units typically demonstrate trip generation rates significantly below those of standard single-family and multi-family residential unit developments. Furthermore, according to Trip Generation 9th Edition, the trip generation rates for detached and attached dwelling units in active senior housing units are very similar, and more closely reflect the trip generation rates of multi-family dwelling units. For this reason, all dwelling units in eligible active senior living developments (both detached and attached) regardless of density are considered multi-family dwelling units for the purpose of calculating the applicable TUMF obligation.

Section 51.11 of the California Civil Code (Cal. Civ. Code § 51.11) defines a senior citizen housing development specifically in Riverside County as “a residential development developed with more than 20 units as a senior community by its developer and zoned as a senior community by a local governmental entity, or characterized as a senior community in its governing documents.” Additionally, Section 11010.05 of the 2016 California Business and Professions Code (Cal. Bus. & Prof. Code § 11010.05 [2016]) elaborates that any “person who proposes to create a senior citizen housing development, as defined in Section 51.3 or 51.11 of the Civil Code, shall include in the application for a public report a complete statement of the restrictions on occupancy that are to be applicable in the development. Any public report issued for a senior housing development shall also include a complete statement of the restrictions on occupancy to be applicable in the development.” To demonstrate a development qualifies as active senior living for the purposes of determining the TUMF obligation, applicants will be required to provide copies of local government zoning and/or governing documents, and the public report statement developed pursuant to Cal. Civ. Code § 51.11 and Cal. Bus. & Prof. Code § 11010.05 [2016], respectively.

In accordance with Section 6.1 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), and as discussed previously, both detached and attached senior adult housing, regardless of density, will be considered to be multi-family dwelling units for the purpose of calculating the applicable TUMF obligation. The TUMF obligation for multi-family (and all residential) land uses is based on the total number of dwelling units associated with the specific development and is calculated using **Worksheet A.1.1** for standard residential fee calculations. However, in the case of active senior living communities, vehicle trips generated to and from the site are typically lower than standard residential uses due to the age of the residents (who are typically retired from full time employment) and the provision of various ancillary recreational and entertainment amenities within the community. For this reason, it is necessary to determine the multi-family dwelling unit equivalency for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition indicates the weekday average daily vehicle trip generation rate for detached senior adult housing is 3.68 trips per dwelling unit, while the rate for attached senior adult housing is 3.44 trips per dwelling unit (an average of 3.56 daily trips per dwelling unit). By comparison, standard multi-family uses have a

weekday daily trip generation rate of 6.72 trips per dwelling unit. **Table 4.3** summarizes the various characteristics of senior active living, including trip generation rates, and establishes the equivalent multi-family dwelling units for the purpose of calculating the TUMF obligation for all senior active living dwelling units.

Table 4.3 – Characteristics of Senior Adult Housing in Active Senior Living Developments			
<i>Land Use Type (ITE Code)</i>	<i>Average Number of Dwelling Units</i>	<i>Average Daily Vehicle Trips per Dwelling Unit</i>	<i>TUMF Weighted Equivalent Multi-family Dwelling Unit*</i>
<i>Senior Adult Housing - Detached (251)</i>	780	3.68	
<i>Senior Adult Housing - Attached (252)</i>	46	3.44	0.53
<i>Median All TUMF Multi- Family Use Types</i>		6.72	

Source: [Trip Generation 9th Edition](#), Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent multi-family dwelling units based on relative trip generation per dwelling unit for adult senior living and all TUMF multi-family use types.

The multi-family dwelling unit equivalency for active senior living dwelling units is based on the comparison of average daily trip generation characteristics for detached and attached senior adult housing as defined in the Trip Generation Manual in terms of trips per dwelling unit, and the median trip generation rate for all TUMF multi-family dwelling unit types. Based on this information, each active senior housing dwelling unit represents the equivalent of 0.53 multi-family dwelling units in terms of the relative trip generation rate.

For the purpose of calculating the TUMF obligation for *all types of qualifying active senior living dwelling units*, the total number of qualifying dwelling units in the development will be multiplied by 0.53 to determine the equivalent number of multi-family dwelling units. *The equivalent multi-family dwelling units will be used for the purpose of calculating the TUMF at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.*

Application of this methodology will account for variations in the trip generation rates of senior active living dwelling units and standard multi-family dwelling units. For example, an average active senior living community with 413 detached and/or attached dwelling units would have the equivalent of 218.9 multi-family dwelling units (413 x 0.53).

Community facilities, including, but not limited to, recreation rooms, swimming pools, laundry facilities, security gatehouses, storage rooms, garages and maintenance buildings, that are provided for the sole and exclusive use of community residents (and their permitted guests) are considered to be ancillary to the primary multi-family residential land use of active senior living developments, and through their availability contribute to the lower trip generation rates observed. The development or expansion

of these types of ancillary community facilities would not require separate payment of TUMF fees. However, the development of non-residential retail, service or industrial facilities (including, but not limited to, convenience markets, club houses, management offices and sales offices) that are developed conjunction with an active senior living community but are not limited to the sole and exclusive use of community residents (and their guests) and are available for use by or accessible to the general public would be considered as separate land uses and would require payment of the TUMF fee in accordance with Section 6.2 of the Nexus Study and the provisions of the respective local TUMF Ordinance.

DRAFT

5.0 DETAILED METHODOLOGY FOR NON-RESIDENTIAL DEFINED USE TYPES

5.1. Fuel Filling Stations (Gasoline/Service Stations)

5.1.1. Summary

For the purpose of calculating the TUMF obligation, all types of fuel filling stations or facilities with fuel filling positions will be considered retail use types (for electric vehicle charging stations see Section 5.10). The methodology outlined in **Worksheet A.2.2** and described as follows will be applied to determine the gross floor area for calculating the TUMF obligation for all types of fuel filling stations or facilities with fuel filling positions (*for the example calculation assume a fuel filling station with 12 fuel filling positions and a building area of 1,250 square feet*). The total number of fuel filling positions is equal to the maximum number of vehicles that could be supplied with fuel at the same time.

1. Multiply the total number of fuel filling positions by 1,403.8 square feet (*i.e. for the example station it is $12 \times 1,403.8 = 16,846$ square feet*)
2. Determine the total floor area of buildings on the site noting that the canopy area is not included as part of the gross floor area of the buildings on the site (*i.e. for the example station it is 1,250 square feet*)
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. (*i.e. $16,846 > 1,250$; for the example station TUMF would be calculated for 16,846 square feet*)

5.1.2. Detailed Narrative

Fuel filling stations (also referred to as gasoline stations or service stations) include all retail land uses where the primary business of the site is the fueling of motor vehicles. Fuel filling stations may also incorporate convenience markets, car washes, facilities for servicing and repairing motor vehicles and “express” fast food services. By contrast, fuel pumps may be provided as an ancillary use to a convenience market where the primary business of the site is the selling of convenience items and not the fueling of motor vehicles. Electric vehicle charging stations are not considered fuel filling stations. See Section 5.10 for the fee calculation methodology related to electric vehicle charging stations.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), fuel filling stations are considered to be retail uses for the purpose of calculating the applicable TUMF obligation for newly developed facilities or expansions of existing facilities. The TUMF for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use. However, in the case of fuel filling stations, the canopy area is not included as part of the gross floor area of the buildings on the site as it is considered to be an un-enclosed roofed over area in accordance with the definition for non-residential gross floor area

provided in **Section 2.2**. Vehicle trips to and from the site are generated primarily by the fuel filling positions (pumps) and in some cases only very limited building gross floor area is associated with the fuel filling station. For this reason, it is necessary to determine the gross floor area equivalency per fueling position for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates a total of four (4) retail land use types that represent fuel filling stations or retail facilities with fuel filling positions. For three of the four land use types, fuel of motor vehicles represents the primary business of the site. These land use types are designated as “Gasoline/Service Stations” without or with ancillary services. The remaining land use type is designated as “Convenience Market with Gasoline Pumps” where fueling of motor vehicles is considered incidental to the primary business of the site, which is the selling of convenience items.

According to the Trip Generation Manual, Gasoline/Service Stations are characterized by an average of 8 to 12 fueling positions that may be accompanied by ancillary facilities including limited automotive repair facilities, a small convenience market, fast food services and/or car wash. In the case of Gasoline/Service Stations with a Convenience Market, the average gross floor area of buildings is approximately 1,000 square feet. Average daily trip generation per fueling position for all Gasoline/Service Stations ranged from 152.84 to 168.56. The relatively small variation in average daily trips per fueling position between Gasoline/Service Stations either without or with ancillary facilities clearly demonstrates that the primary trip generation factor (and business) of the site is the provision of the fuel filling positions.

By contrast, Convenience Markets with Gasoline Pumps have an average of 4 fuel filling positions and approximately 3,000 square feet of gross floor area. This represents less than ½ of the average number of filling positions at Gasoline/Service Stations, and over twice the average gross floor area of Gasoline/Service Stations with Convenience Market. These characteristics clearly differentiate between Gasoline/Service Stations and Convenience Markets with Gasoline Pumps. This differentiation is also reflected in the average daily trip generation per fueling position which is 542.60 for a Convenience Market with Gasoline Pumps, over three times the generation rate for Gasoline/Service Stations. The difference is a direct product of the additional trips generated by the primary use of the site being the selling of convenience items at the Convenience Market, and not the ancillary sale of fuel for motor vehicles.

Table 5.1 summarizes the various characteristics of fuel filling stations, including trip generation. The table also details the calculation of the gross floor area equivalency per fueling position.

The gross floor area equivalency per fueling position for Gasoline/Service Stations is based on the trip generation characteristic of Gasoline/Service Stations with Convenience Market which is quantified in the Trip Generation Manual in terms of both trips per fuel filling position and thousands of square feet of gross floor area. Based on this information each fuel filling position at a Gasoline/Service Station represents the equivalent of 137.5 square feet of gross floor area. To account for the variation in trip

generation rates between Gasoline/Service Stations and all TUMF retail land use types, the gross floor area equivalency per fueling position was weighted based on the relative trip generation between Gasoline/Service Stations and the median of all TUMF Retail Uses as used in the TUMF Nexus Study. This weighted equivalency was then reduced by 56.0% to account for pass by trips to ensure consistency with the TUMF Nexus Study Trip Generation Rate Comparison. The weighted gross floor area equivalency per fueling position for Gasoline/Service Stations is 1403.8.

Land Use Type	Average Fueling Positions	Average Gross Floor Area (1000 sqft)	Average Daily Vehicle Trips per Fueling Position	Average Daily Vehicle Trips per 1,000 sqft	Pass By Trips (PM Peak Hour)	Equivalent Fueling Positions per 1,000 sqft	Equivalent sqft per Fueling Position	TUMF Weighted Equivalent sqft per Fueling Position**
Gasoline/Service Station without Convenience Market (944)	8		168.56					
Gasoline/Service Station with Convenience Market* (945)	12	1	162.78	1,184.26	56%	7.28	137.5	1,403.8
Gasoline/Service Station with Convenience Market and Car Wash (946)	12		152.84					
Convenience Market with Gasoline Pumps (853)	4	3	542.60	845.60	66%	1.56	641.7	
Median of All TUMF Retail Use Types				51.02	42%			

Source: [Trip Generation 9th Edition](#), Institute of Traffic Engineers, 2012

Note: ** - Average Daily Trips per 1,000 sqft based on interpolation of vehicle trips per fueling position and vehicle trips per 1,000 sqft for AM Peak Hour of Generator and PM Peak Hour of Generator relative to the Average Daily Trips per Fueling Position. The resultant interpolated values derived from the AM Peak Hour and PM Peak Hour, respectively, were then averaged to determine the Average Daily Trips per 1,000 sqft.

*** - TUMF weighted equivalent a square feet based on equivalent square feet per fueling position adjusted to reflect relative trip generation between Gasoline/Service Station and all TUMF Retail Uses, and reduced to account for pass by trips (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

For the purpose of calculating the TUMF obligation for *all types of fuel filling stations*, the total number of fuel filling positions will be multiplied by 1,403.8 to determine the equivalent number of square feet of floor area, with the total number of fuel filling positions being equal to the maximum number of vehicles that could be supplied with fuel at the same time. The *equivalent floor area will be compared to the actual building gross floor area* for the site (the canopy area is not included as part of the gross floor area of the buildings on the site), and the *greater of the two floor areas will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

Application of this methodology will account for variations in the type of fuel filling station, and in particular the primary business of the site. For example, an average Gasoline/Service Station with Convenience Market (12 filling stations and 1,247 square

feet of gross floor area) would have an equivalent floor area of 16,846 square feet (12 x 1,403.8). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area (16,846 > 1,247) which is consistent with the primary business of the site (fueling of motor vehicles) and therefore would be used as the basis for calculating the TUMF obligation.

5.2. Vehicle Dealerships (New and Used Vehicle Sales)

5.2.1. Summary

For the purpose of determining the TUMF obligation, all vehicle dealerships are considered to be retail use types. TUMF obligation for Vehicle Dealerships will be calculated based on the gross floor area of all buildings associated with the dealership, including all vehicle sales, parts sales, service areas, administrative offices and waiting areas, using **Worksheet A.2.1** for standard non-residential fee calculations.

5.2.2. Detailed Narrative

Vehicle dealerships include all retail land uses where the primary business of the site is the sale of new or used vehicles including but not limited to cars, pick-ups, sport utility vehicles, motorcycles, trucks, boats and recreational vehicles. Vehicle leasing, rental, servicing and parts sales may also be associated with vehicle dealerships.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), all vehicle dealerships are considered to be retail uses for the purpose of calculating the applicable TUMF obligation for newly developed facilities or expansions of existing facilities. The TUMF for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates consideration of a single classification of Vehicle Dealerships (New Car Sales (841)) for the purpose of determining trip generation rates. For New Car Sales, trip generation rates are provided per employee and per 1000 square feet, with no specific consideration given for outdoor vehicle storage or sales areas.

According to the Trip Generation Manual, New Car Sales are characterized by an average gross building floor area of 34,000 square feet, including facilities for new and used automobile and truck sales and leasing, vehicle services and parts sales. The Trip Generation Manual indicates an average weekday trip generation rate of 32.30 trips per thousand square feet for New Car Sales. The New Car Sales weekday trip generation rate per thousand square feet (and per employee) was included in the range of trip generation rates used to calculate the ITE Average Trip Generation Rate for the purpose of calculating the retail component of the TUMF. The New Car Sales weekday trip generation rate is comparable to the median trip generation rate of 51.02 for all retail uses considered for the calculation of the retail TUMF component.

The Trip Generation Manual clearly demonstrates that the calculation of Vehicle Sales trip generation rates on the basis of actual gross building area is consistent with the relationship of other retail land use type build floor areas to trip generation rates. Therefore, it is not considered necessary to explicitly consider outdoor storage or sales areas for Vehicle Dealerships in the calculation of trip generation. Furthermore, since the external storage and sales areas are not integral to the trip generation characteristics of a Vehicle Dealership, the calculation of the TUMF obligation for Vehicle Dealerships will be based exclusively on the gross floor area of all buildings associated with the dealership, including all vehicle sales, parts sales, service areas, administrative offices and waiting areas.

5.3. Group Quarters

5.3.1. Summary

Group quarters include, but are not limited to, correctional facilities, nursing homes, mental hospitals, college dormitories, military barracks, group homes, missions and shelters. Group quarters typically provide a group of rooms with shared living quarters for unrelated persons. Occupants of group quarters live and eat together with other persons in the building sharing at a minimum communal kitchen, dining and living facilities.

All group quarters will be considered non-residential service use types. The TUMF obligation for group quarters will be calculated using **Worksheet A.2.1** for standard non-residential fee calculations. The methodology outlined in **Worksheet A.2.3** and described as follows will be applied to determine the gross floor area for those group quarters specifically used only for congregate care (including assisted living) and/or nursing homes.

1. Multiply the total number of beds by 81.1 square feet (i.e. for 120 beds it is $120 \times 81.1 = 9,732$ square feet)
2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

5.3.2. Detailed Narrative

The U.S. Census Bureau defines a housing unit as “a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.”

The U.S. Census Bureau classifies all people not living in housing unit as living in group quarters. Group quarters include both institutional and non-institutional facilities. Institutional group quarters include, but are not limited to, correctional facilities, nursing homes, and mental hospitals. Non-institutional group quarters include, but are not

limited to, college dormitories, military barracks, group homes, missions and shelters. Group quarters typically provide a group of rooms with shared living quarters for unrelated persons. Occupants of group quarters live and eat together with other persons in the building sharing at a minimum communal kitchen, dining and living facilities.

The issue of classifying group quarters for calculating the TUMF obligation is obscured by the definition of 'residential dwelling units' for the purpose of the TUMF. As indicated in **Section 2.1**, for the purpose of calculating the TUMF obligation, residential dwelling units are defined as a building or portion thereof used by one (1) family and containing one (1) kitchen, which is designed primarily for residential occupancy. Although all group quarters explicitly provide communal kitchen, dining and living facilities shared by the occupants of the building, in some instances individual units within group quarters may include kitchens for the convenience of occupants. This is increasingly common in buildings specifically intended for congregate care and senior assisted living whereby the occupants are provided the option to live and eat within their individual units equipped with a small kitchen. However, despite the inclusion of kitchen facilities in these cases, the principal purpose of the facility remains the provision of living assistance or supervision that inherently includes shared living quarters for unrelated persons and/or the sharing of communal facilities that necessitates occupants living and eating together with other persons in the facility. Accordingly, all group quarters (including those with kitchens in individual units) would not meet the U.S. Census Bureau definition of a residential housing unit and therefore, group quarters will be considered non-residential use types for the purpose of determining the TUMF obligation.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), group quarters are considered to be service use types with the primary use of the facility generally meeting the description of either Hotels, Rooming Houses, Camps and Other Lodging Houses (SIC Major Category 70), Health Services (SIC Major Category 80) or Social Services (SIC Major Category 83). The TUMF obligation for service (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations

Congregate Care, Nursing Homes and Assisted Living

Congregate care facilities (including senior assisted living facilities) and nursing homes are specific types of group quarters whose primary function is to provide care for elderly persons or other persons who are unable to adequately care for themselves due to advanced age or health reasons (such as chronic health care or convalescent care facilities). According to the Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) vehicle ownership by residents of these types of facilities is very low and residents do little or no driving due to their mobility limited condition. Traffic generation at these facilities is primarily limited to employees, visitors, and deliveries. By contrast, trip generation at other types of group quarters such as dormitories, barracks, and group homes is higher due to the increased mobility of residents. For this reason, it is

considered appropriate to review the TUMF calculation methodology specifically for congregate care, nursing home and assisted living facilities.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates a relatively consistent daily trip generation rate for congregate care, nursing home and assisted living facilities based on the number of units or beds, respectively. The daily trip generation rate for congregate care facilities is approximately 2.02 trips per unit (bed), while the daily rate for nursing homes is approximately 2.74 trips per bed and the daily rate for assisted living facilities is 2.66 trips per bed. The relatively small variation in average daily trips between congregate care units, nursing home beds and assisted living beds is indicative of congregate care units (or rooms) typically being intended for occupancy by one individual or related couple. For this reason, the number of units or rooms at a congregate care facility is considered to equate to the number of beds for the purpose of assessing trip generation characteristics in the context of determining TUMF obligation. A nursing home or assisted living facility may include multiple unrelated occupants that share a room or unit therefore making trip generation per bed an appropriate measure.

Table 5.2 summarizes the various characteristics of congregate care facilities and nursing homes, including trip generation. The table also details the calculation of the gross floor area equivalency per bed.

Table 5.2 – Characteristics of Congregate Care Facilities and Nursing Homes							
<i>Land Use Type (ITE Code)</i>	<i>Average Number of Beds</i>	<i>Average Gross Floor Area (sqft)</i>	<i>Average Daily Vehicle Trips per Bed</i>	<i>Average Daily Vehicle Trips per 1,000 sqft</i>	<i>Equivalent Beds per 1,000 sqft</i>	<i>Equivalent sqft per Bed</i>	<i>TUMF Weighted Equivalent sqft per Bed**</i>
<i>Congregate Care Facility* (253)</i>	194		2.02				
<i>Nursing Home** (620)</i>	119	63,000	2.74	7.60	2.77	360.5	81.1
<i>Assisted Living (254)</i>	121		2.66				
<i>Median All TUMF Service Use Types</i>				33.79			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - For Congregate Care Facilities, the number of units is considered to be equal to the number of beds.

** - TUMF weighted equivalent a square feet based on equivalent square feet per bed adjusted to reflect relative trip generation between Congregate Care/Nursing Home and all TUMF Service Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency per bed for Congregate Care Facilities, Nursing Homes and Assisted Living Facilities is based on the trip generation characteristic of Nursing Homes, which is quantified in the Trip Generation Manual in terms of both trips per bed and thousands of square feet of gross floor area. Based on this information, each bed at a Nursing Home represents the equivalent of 360.5 square feet of gross floor area. To

account for the variation in trip generation rates between Congregate Care Facilities and Nursing Homes, and all TUMF service land use types, the gross floor area equivalency per bed was weighted based on the relative trip generation between Nursing Homes and the median of all TUMF Service Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per bed for Congregate Care Facilities (including Assisted Living Facilities) and Nursing Homes is 81.1.

For the purpose of calculating the TUMF obligation for *all types of congregate care facilities and nursing homes*, the total number of beds will be multiplied by 81.1 to determine the equivalent number of square feet of floor area. The *equivalent floor area will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study. Application of this methodology will account for the considerably lower trip generation rates observed at congregate care facilities and nursing homes, since residents do little or no driving due to their advanced age and/or medical condition.

5.4. Mini-Warehouses and Rental Storage

5.4.1. Summary

For the purpose of determining the TUMF obligation, all types of mini-warehouses or facilities providing rental storage (including outdoor rental storage areas) will be considered industrial use types. The methodology outlined in **Worksheet A.2.4** and described as follows will be applied to determine the gross floor area for all types of mini-warehouses rental storage facilities.

1. Multiply the total site area in acres by 6,647.3 square feet
(i.e. for the example facility it is $3.3 \times 6,647.3 = 21,936$ square feet)
2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

For the purpose of determining the TUMF obligation, a residence that is located entirely within a mini-warehouse or rental storage site and is used exclusively by an on-site caretaker and his/her immediate family is considered to be integral to the primary industrial use of the site and therefore is not subject to any additional TUMF obligation over the amount calculated in accordance with the methodology outlined above.

5.4.2. Detailed Narrative

Mini-warehouses and rental storage facilities include all land uses where the primary business of the site is the rental of units, vaults or spaces to the general public for the storage of goods. While mini-warehouses are typically enclosed buildings, rental storage facilities can include outdoor unenclosed and uncovered areas for the storage of items such as recreational vehicles, boats, trailers and construction equipment. Rental units or spaces are generally delineated and/or physically separated from other units or spaces, and access is typically provided to the site through a common controlled access point. A residential dwelling is sometimes located within a mini-warehouse or rental storage site for use exclusively by an on-site caretaker.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), mini-warehouses and rental storage facilities are considered to be industrial use types with the primary use of the facility generally meeting the description of Motor Freight Transportation and Warehousing (SIC Major Category 42). The TUMF obligation for industrial (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of mini-warehouses and rental storage facilities, vehicle trips to and from the site is generated primarily by the availability of storage areas and in some cases only very limited building floor area is associated with the storage facility. For this reason, it is necessary to determine the gross floor area equivalency per acre of the site area for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for mini-warehouses is approximately 35.43 trips per acre of site area, and is approximately 2.50 trips per thousand square feet of building area. **Table 5.3** summarizes the various characteristics of mini-warehouses, including trip generation, and establishes the equivalent square feet per acre for the purpose of calculating the TUMF obligation for all rental storage facilities including those with very limited building floor area associated with the storage facility.

Table 5.3 – Characteristics of Mini-Warehouses							
<i>Land Use Type (ITE Code)</i>	<i>Average Site Area (acres)</i>	<i>Average Gross Floor Area (sqft)</i>	<i>Average Daily Vehicle Trips per Acre</i>	<i>Average Daily Vehicle Trips per 1,000 sqft</i>	<i>Equivalent Acres per 1,000 sqft</i>	<i>Equivalent sqft per Acre</i>	<i>TUMF Weighted Equivalent sqft per Acre*</i>
<i>Mini-Warehouse (151)</i>	4	56	35.43	2.50	0.07	14,172	6,647.3
<i>Median of All TUMF Industrial Use Types</i>				5.33			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent square feet based on equivalent square feet per acre adjusted to reflect relative trip generation per 1000 sqft between Mini-Warehouse and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency per acre of site for Mini-Warehouses and Rental Storage Facilities is based on the trip generation characteristic of Mini-Warehouse, which is quantified in the Trip Generation Manual in terms of both trips per acre and trips per thousand square feet of gross floor area. Based on this information, each acre of Mini-Warehouse represents the equivalent of 14,172 square feet of gross floor area. To account for the variation in trip generation rates between Mini-Warehouses and Rental Storage Facilities, and all TUMF industrial land use types, the gross floor area equivalency per acre was weighted based on the relative trip generation between Mini-Warehouses and the median of all TUMF Industrial Uses as used in the TUMF Nexus

Study. The weighted gross floor area equivalency per acre for Mini-Warehouses and Rental Storage Facilities (including outdoor rental storage areas) is 6,647.3.

For the purpose of calculating the TUMF obligation for *all types of Mini-Warehouses and Rental Storage Facilities*, the total area of the site in acres will be multiplied by 6,647.3 to determine the equivalent number of square feet of floor area. The *equivalent floor area will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

In some instances, mini-warehouse and rental storage facilities include a residence exclusively for use by an on-site caretaker. For the purpose of determining the TUMF obligation, a residence that is located entirely within a mini-warehouse or rental storage site and is used exclusively by an on-site caretaker and his/her immediate family is considered to be integral to the primary industrial use of the site. Due to the integral nature of a caretaker's residence to the mini-warehouse or rental storage use of the site, a caretaker's residence is not subject to any additional TUMF obligation over the amount calculated in accordance with the methodology outlined in this section.

5.5. Golf Courses

5.5.1. Summary

For the purpose of calculating the TUMF obligation, all public and private golf courses are considered to be service use types. The methodology outlined in **Worksheet A.2.5** and described as follows will be applied to determine the gross floor area for the purpose of calculating the fee obligation for all public and private golf courses (*for the example calculation assume a golf course with 18 holes and including buildings covering an area of 15,000 square feet*).

1. Multiply the total number of holes by 1,057.7 square feet
(*i.e. for the example golf course it is $18 \times 1,057.7 = 19,039$ square feet*)
2. Determine the total floor area of buildings on the site
(*i.e. for the example station it is 15,000 square feet*)
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. (*i.e. $19,039 > 15,000$; for the example golf course TUMF would be calculated for 19,039 square feet*)

5.5.2. Detailed Narrative

Golf courses are recreational facilities intended specifically for the playing of golf, typically over a 9-, 18-, 27- or 36-hole landscaped course. The use of golf courses can be open to the general public or limited only to members of private country clubs or cooperative owner associations. Some sites may also include additional facilities such as driving ranges, and recreational club houses offering services such as locker rooms, pro shops, lounges, meeting rooms, banquet facilities and management offices.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), golf courses are considered to be service use types with the primary use of the facility generally meeting the description of Amusement and Recreational Services (SIC Major Category 79). The TUMF obligation for service (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. While the trip making characteristics of golf courses may be readily captured based on the gross floor area of sites including larger club house facilities, in the case of sites with very limited building floor area, vehicle trips to and from the facility will be generated primarily by the actual playing course. For this reason, it is necessary to determine the gross floor area equivalency per hole on the playing course for the purpose of calculating the TUMF obligation where limited building floor area accompanies the golf course.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for golf courses is approximately 35.74 trips per hole, and is approximately 20.52 trips per employee. **Table 5.4** summarizes the various characteristics of golf courses, including trip generation, and establishes the equivalent square feet per hole for the purpose of calculating the TUMF obligation for golf courses.

Table 5.4 – Characteristics of Golf Courses

<i>Land Use Type (ITE Code)</i>	<i>Average Number of Holes</i>	<i>Average Employees</i>	<i>Average Daily Vehicle Trips per Hole</i>	<i>Average Daily Vehicle Trips per Employee</i>	<i>Average Daily Vehicle Trips per 1,000 sqft</i>	<i>Equivalent Holes per 1,000 sqft</i>	<i>Equivalent sqft per Hole</i>	<i>TUMF Weighted Equivalent sqft Hole**</i>
<i>Golf Courses* (430)</i>	20	38	35.74	20.52	53.56	1.50	667.3	1,057.7
<i>Median of All TUMF Service Use Types</i>					33.79			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - Average Daily Trips per 1,000 sqft based on average daily vehicle trips per employee multiplied by the employee conversion factor per 1,000 sqft for all TUMF Service Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

** - TUMF weighted equivalent square feet based on equivalent square feet per hole adjusted to reflect relative trip generation per 1,000 sqft between Golf Course and all TUMF Service Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency per hole for Golf Courses is based on the trip generation characteristic of Golf Courses, which is quantified in the Trip Generation Manual in terms of trips per hole, trips per acre and trips per employee. For the purpose of calculating TUMF obligation, non-residential fees are determined using gross floor area in square feet. By applying the employee trip conversion factor of 2.61 employees per thousand square feet of service use area (consistent with the TUMF Nexus Study Employment Conversion Factors described in Appendix J), the average daily trips per employee can be defined in terms of the equivalent impact in average daily trips per thousand square feet of service use area. Based on this information, each hole on the playing course is considered to represent the equivalent of 667.3 square feet of gross

floor area. To account for the variation in trip generation rates between Golf Courses, and all TUMF service land use types, the gross floor area equivalency per hole was weighted based on the relative trip generation between Golf Courses and the median of all TUMF Service Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per hole for Golf Courses is 1,057.7.

For the purpose of calculating the TUMF obligation for *golf courses*, the total number of holes on the playing course will be multiplied by 1,057.7 to determine the equivalent number of square feet of floor area. *The equivalent floor area will be compared to the actual building gross floor area for the site, and the greater of the two floor areas will be used for the purpose of calculating the TUMF at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.*

Application of this methodology will account for variations in the size and scale of club house facilities that affect the nature of the primary business of the site. For example, an average golf course (with 18 holes) that includes 15,000 square feet of gross floor area in club house facilities would have an equivalent floor area of 19,039 square feet ($18 \times 1,057.7$). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area ($19,039 > 15,000$) which is consistent with the primary business of the site being the actual playing course and therefore would be used as the basis for calculating the TUMF obligation. Conversely, an average golf course with 30,000 square feet of gross floor area in club house facilities would have an equivalent floor area of 19,039 square feet ($18 \times 1,057.7$). A comparison of the equivalent floor area and actual building gross floor area indicates that the actual floor area is greater than the equivalent floor area ($30,000 > 19,039$) which is consistent with the increased size and scope of the clubhouse affecting the primary business of the site (the use of the recreational club house service facilities) and therefore would be used as the basis for calculating the TUMF obligation.

5.6. Wholesale Nurseries

5.6.1. Summary

For the purpose of determining the TUMF obligation, all wholesale nurseries will be considered industrial use types. The methodology outlined in **Worksheet A.2.6** and described as follows will be applied to determine the gross floor area for all wholesale nurseries (*for the example calculation assume a wholesale nursery with a total site area of 24.2 acres and including buildings with a gross floor area of 2,750 square feet*).

1. Multiply the total site area in acres by 488.9 square feet
(*i.e. for the example facility it is $24.2 \times 488.9 = 11,831$ square feet*)
2. Determine the total floor area of buildings on the site
(*i.e. for the example facility it is 2,750 square feet*)
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. (*i.e. $11,831 > 2,750$; for the example wholesale nursery TUMF would be calculated for 11,831 square feet*)

5.6.2. Detailed Narrative

Wholesale Nursery facilities include all land uses where the primary business of the site is the sale of landscape supplies, plants and other farm products to contractors and suppliers. According to the U.S. Census Bureau, the definition for a wholesale nursery is “establishments primarily engaged in the wholesale distribution of flowers, nursery stock, and florists' supplies”. Wholesale nurseries typically incorporate a combination of free-standing buildings and expansive open areas of planting and landscape stock. Most facilities include limited office, storage and shipping facilities.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), wholesale nursery facilities are considered to be industrial use types with the primary use of the facility generally meeting the description of Wholesale Trade – Non-durable Goods (SIC Major Category 51). SIC category code 5193 specifically captures this land use type as “Flowers, Nursery Stock, and Florists' Supplies (merchant wholesalers except those selling nursery stock via retail method)”. The TUMF obligation for industrial (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of wholesale nursery facilities, vehicle trips to and from the site are generated primarily by the availability of open land used for production, storage and display of plants and other landscape materials. For this reason, it is necessary to determine the gross floor area equivalency per acre of the site area for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for wholesale nurseries is approximately 2.61 trips per acre of site area, and is approximately 25.14 trips per thousand square feet of building area. **Table 5.5** summarizes the various characteristics of wholesale nurseries, including trip generation, and establishes the equivalent square feet per acre for the purpose of calculating the TUMF obligation for all wholesale nursery facilities, which is typically associated with having very limited building floor area.

Table 5.5 – Characteristics of Wholesale Nurseries

<i>Land Use Type (ITE Code)</i>	<i>Average Site Area (acres)</i>	<i>Average Gross Floor Area (sqft)</i>	<i>Average Daily Vehicle Trips per Acre*</i>	<i>Average Daily Vehicle Trips per 1,000 sqft **</i>	<i>Equivalent Acres per 1,000 sqft</i>	<i>Equivalent sqft per Acre</i>	<i>TUMF Weighted Equivalent sqft per Acre***</i>
<i>Wholesale Nursery (818)</i>	24.2	2,750	2.61	25.14	9.65	104	488.9
<i>Median of All TUMF Industrial Use Types</i>				5.33			

Source: [Trip Generation 9th Edition](#), Institute of Traffic Engineers, 2012

Note: * - Average Daily Trips per acre based on interpolation of Average Weekend Peak Hour and Daily Trips per acre to the Weekday Peak Hour Trips per acre

** - Average Daily Trips per 1,000 sqft based on interpolation of Average Weekend Peak Hour and Daily Trips per 1,000 sqft to the Weekday Peak Hour Trips per 1000 sqft

*** - TUMF weighted equivalent square feet based on equivalent square feet per acre adjusted to reflect relative trip generation per 1000 sqft between Wholesale Nursery and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency per acre of site for Wholesale Nursery is based on the trip generation characteristic of Wholesale Nursery, which is quantified in the Trip Generation Manual in terms of both trips per acre and trips per thousand square feet of gross floor area. Based on this information, each acre of Wholesale Nursery represents the equivalent of 104 square feet of gross floor area. To account for the variation in trip generation rates between Wholesale Nursery, and all TUMF industrial land use types, the gross floor area equivalency per acre was weighted based on the relative trip generation between Wholesale Nursery and the median of all TUMF Industrial Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per acre for Wholesale Nursery is 488.9.

For the purpose of calculating the TUMF obligation for *all types of Wholesale Nurseries*, the total area of the site in acres will be multiplied by 488.9 to determine the equivalent number of square feet of floor area. *The equivalent floor area will be compared to the actual building gross floor area for the site, and the greater of the two floor areas will be used for the purpose of calculating the TUMF at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.*

Application of this methodology will account for variations in the size and scale of buildings that affect the nature of the primary business of the site. For example, an average wholesale nursery (covering 24.2 acres) that includes 2,750 square feet of gross floor area in buildings would have an equivalent floor area of 11,831 square feet (24.2 x 488.9). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area (11,831 > 2,750) which is consistent with the primary business of the site being the outdoor production, storage and display areas, and therefore would be used as the basis for calculating the TUMF obligation. Conversely, an average wholesale nursery with 20,000 square feet of gross floor area in buildings would have an equivalent floor area of

11,831 square feet (24.2 x 488.9). A comparison of the equivalent floor area and actual building gross floor area indicates that the actual floor area is greater than the equivalent floor area (20,000 > 11,831) which is consistent with the increased size and scope of the buildings affecting the primary business of the site and therefore would be used as the basis for calculating the TUMF obligation.

5.7. Retail Nurseries (Garden Centers)

5.7.1. Summary

For the purpose of determining the TUMF obligation, all retail nurseries (also referred to as “Garden Centers”) will be considered retail use types. The methodology outlined in **Worksheet A.2.7** and described as follows will be applied to determine the gross floor area for all retail nurseries (*for the example calculation assume a retail nursery with a total site area of 2.5 acres and including buildings with a gross floor area of 9,650 square feet*).

1. Multiply the total site area in acres by 2,118.8 square feet
(i.e. for the example facility it is $2.5 \times 2,118.8 = 5,297$ square feet)
2. Determine the total floor area of buildings on the site
(i.e. for the example facility it is 9,650 square feet)
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. (i.e. $9,650 > 5,297$; for the example retail nursery TUMF would be calculated for 9,650 square feet)

This methodology applies only to retail nurseries and garden centers that are free-standing businesses. Where the selling of garden and landscaping supplies (including plants) is an integral component of a more extensive retail store, the TUMF obligation will be determined based exclusively on the gross building area of the primary business of the site.

5.7.2. Detailed Narrative

Retail Nursery facilities (also referred to as ‘Garden Centers’) include all land uses where the primary business of the site is the retail sale of garden and landscaping supplies, including plants. According to the U.S. Census Bureau, the definition for a retail nursery is an “establishment primarily engaged in selling trees, shrubs, other plants, seeds, bulbs, mulches, soil conditioners, fertilizers, pesticides, garden tools, and other garden supplies to the general public. These establishments primarily sell products purchased from others, but may sell some plants which they grow themselves”. Like their wholesale counterparts they typically incorporate a combination of free-standing buildings with an open area of planting and landscape stock.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), retail nursery facilities are considered to be retail use types with the primary use of the facility generally meeting the description of Retail Trade –

Building Materials, Hardware, Garden Supply and Mobile Home Dealers (SIC Major Category 52). The TUMF obligation for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of retail nursery facilities, vehicle trips to and from the site may be generated primarily by the availability of open land used for storage and display of plants and other landscape materials. For this reason, it is necessary to determine the gross floor area equivalency per acre of the site area for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for retail nurseries is approximately 108.1 trips per acre of site area, and is approximately 68.1 trips per thousand square feet of building area. **Table 5.6** summarizes the various characteristics of retail nurseries, including trip generation, and establishes the equivalent square feet per acre for the purpose of calculating the TUMF obligation for all retail nursery facilities, which is typically associated with having very limited building floor area.

The gross floor area equivalency per acre of site for Retail Nursery is based on the trip generation characteristic of Retail Nursery, which is quantified in the Trip Generation Manual in terms of both trips per acre and trips per thousand square feet of gross floor area. Based on this information, each acre of Retail Nursery represents the equivalent of 1,587 square feet of gross floor area. To account for the variation in trip generation rates between Retail Nursery, and all TUMF retail land use types, the gross floor area equivalency per acre was weighted based on the relative trip generation between Retail Nursery and the median of all TUMF Retail Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per acre for Retail Nursery is 2,118.8.

Table 5.6 – Characteristics of Retail Nurseries							
<i>Land Use Type (ITE Code)</i>	<i>Average Site Area (acres)</i>	<i>Average Gross Floor Area (sqft)</i>	<i>Average Daily Vehicle Trips per Acre</i>	<i>Average Daily Vehicle Trips per 1,000 sqft</i>	<i>Equivalent Acres per 1,000 sqft</i>	<i>Equivalent sqft per Acre</i>	<i>TUMF Weighted Equivalent sqft per Acre*</i>
<i>Retail Nursery (817)</i>	3.0	5	108.10	68.10	0.63	1,587	2,118.8
<i>Median of All TUMF Retail Use Types</i>				51.02			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent square feet based on equivalent square feet per acre adjusted to reflect relative trip generation per 1000 sqft between Retail Nursery and all TUMF Retail Uses.

For the purpose of calculating the TUMF obligation for *all types of Retail Nursery*, the total area of the site in acres will be multiplied by 2,118.8 to determine the equivalent number of square feet of floor area. The *equivalent floor area will be compared to the actual building gross floor area* for the site, and the *greater of the two floor areas will be*

used for the purpose of calculating the TUMF at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

Application of this methodology will account for variations in the relative size and scale of buildings and open areas that affect the nature of the primary business of the site. For example, an average retail nursery (covering 2.5 acres) that includes 9,650 square feet of gross floor area in buildings would have an equivalent floor area of 5,297 square feet ($2.5 \times 2,118.8$). A comparison of the equivalent floor area and actual building gross floor area indicates that the actual floor area is greater than the equivalent floor area ($9,650 > 5,297$) which is consistent with the primary business of the site being generated by the retail buildings, and therefore would be used as the basis for calculating the TUMF obligation. Conversely, an average retail nursery with 9,650 square feet of gross floor area in buildings and covering 10 acres would have an equivalent floor area of 21,188 square feet ($10 \times 2,118.8$). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area ($21,188 > 9,650$) which is consistent with the increased size and scope of the outdoor production, storage and display area affecting the primary business of the site and therefore would be used as the basis for calculating the TUMF obligation.

It is to be noted that application of this methodology applies only to retail nurseries and garden centers that are free-standing businesses and not integral components of a more extensive retail store, such as a discount store, discount club, hardware store, home improvement superstore or supermarket. Where the selling of garden and landscaping supplies (including plants) is an integral component of a more extensive retail store, the TUMF obligation will be determined based exclusively on the gross building area of the primary business of the site.

5.8. High-Cube Warehouses and Distribution Centers

5.8.1. Summary

For the purpose of determining the TUMF obligation, all types of high-cube warehouses or distribution centers will be considered industrial use types. The methodology outlined in **Worksheet A.2.8** and described as follows will be applied to determine the equivalent floor area for high-cube warehouses/distribution centers with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet (*for the example calculation assume a high-cube warehouse with a gross floor area of 450,000 square feet, a ceiling height exceeding 24 feet and a dock-high door loading ratio exceeding 1:10,000*):

1. Subtract 200,000 square feet from the total gross floor area
(i.e. for the example facility it is $450,000 - 200,000 = 250,000$ square feet)
2. Multiply the resultant value from step 1 which is total gross floor area in excess of 200,000 square feet by 0.32
(i.e. for the example facility it is $250,000 \times 0.32 = 80,000$ square feet)
3. Add 200,000 square feet to the resultant value of step 2
(i.e. for the example facility it is $200,000 + 80,000 = 280,000$ square feet)

4. Use the resultant value of step 3 as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

The TUMF obligation for a warehouse facility with a gross floor area of less than 200,000 square feet, a ceiling height of less than 24 feet and/or a dock-high door loading ratio of less than 1 door per 10,000 square feet will be calculated based on the actual gross floor area using **Worksheet A.2.1** for standard non-residential fee calculations. Furthermore, where other uses such as wholesale showrooms, retail showrooms or office suites are co-located with qualifying high-cube warehouse facilities, only the qualifying warehouse portion of the premises will be calculated using **Worksheet A.2.8**. The fee obligation for all other co-located facilities will be calculated based on the actual gross floor area and the appropriate land use category using **Worksheet A.2.1** for standard non-residential fee calculations.

5.8.2. Detailed Narrative

High-cube warehouses or distribution centers are primarily for the storage and/or consolidation of manufactured goods (and to a lesser extent, raw materials) prior to their distribution to retail locations or other warehouses. These facilities are generally very large buildings characterized by a small employment count due to a high level of automation, and truck activities frequently outside of the peak hour of the adjacent street system. For the purpose of determining the TUMF obligation, high-cube warehouses and distribution centers are defined as follows:

Very large shell buildings commonly constructed using steel framed and/or concrete tilt-up techniques with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), high-cube warehouses and distribution center facilities are considered to be industrial use types with the primary use of the facility generally meeting the description of Motor Freight Transportation and Warehousing (SIC Major Category 42). The TUMF obligation for industrial (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of high-cube warehouses and distribution centers, vehicle trips generated to and from the site are typically lower than traditional industrial uses due to the small employee count and highly automated activities. For this reason, it is necessary to determine the gross floor area equivalency for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the average weekday daily trip generation rate for high-cube warehouses is 1.68 trips per thousand square feet, while the weekday PM peak-hour trip generation rate for the same uses is approximately 0.16 trips per thousand square feet of building area. By comparison, traditional warehouse uses have a weekday daily trip generation rate of

3.56 trips per thousand square feet, and PM peak-hour trip generation rates of 0.45 trips per thousand square feet and 0.58 trips per employee. A study completed in January 2005 by Crain and Associates for the National Association of Industrial and Office Properties (NAIOP) indicates a weekday daily trip generation rate of 1.10 trips per thousand square feet and a weekday PM peak rate of 0.08 trips per thousand square feet for high-cube warehouse sites in the Inland Empire.

Table 5.7 summarizes the various characteristics of high-cube warehouses, including trip generation, and establishes the equivalent square feet for the purpose of calculating the TUMF obligation for all high-cube warehouse and distribution centers.

Table 5.7 – Characteristics of High-Cube Warehouses and Distribution Centers				
<i>Land Use Type (ITE Code)</i>	<i>Average Daily Vehicle Trips per 1,000 sqft</i>	<i>Average PM Peak Vehicle Trips per 1,000 sqft</i>	<i>Average PM Peak Trips per Employee</i>	<i>TUMF Weighted Equivalent sqft *</i>
<i>High-Cube Warehouse (i) (152)</i>	1.68	0.16		0.32
<i>Warehousing (i) (150)</i>	3.56	0.45	0.58	
<i>Warehouse/Distribution Center (ii)</i>	1.10	0.08		
<i>All TUMF Industrial Use Types (i)</i>	5.33			

Source: (i) Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

(ii) San Bernardino/Riverside County Warehouse/Distribution Center Vehicle Trip Generation Study, Crain and Associates, January 2005

Note: * - TUMF weighted equivalent square feet based on relative trip generation per 1000 sqft between High-Cube Warehouse (calculated) and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency for High-Cube Warehouses and Distribution Centers is based on the trip generation characteristic of High-Cube Warehouse, which is quantified in the Trip Generation Manual in terms of both daily and PM peak trips per thousand square feet gross floor area. Based on this information, the daily trip generation rate for a high-cube warehouse is approximately 1.68 trips per thousand square feet of gross floor area. To account for the variation in trip generation rates between High-Cube Warehouses and Distribution Centers, and all TUMF industrial land use types, the gross floor area equivalency was weighted based on the relative trip generation between High-Cube Warehouses and the median of all TUMF Industrial Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency for High-Cube Warehouses and Distribution Centers is 0.32.

For the purpose of calculating the TUMF obligation for *High-Cube Warehouses and Distribution Centers* with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet, the gross floor area *in excess of 200,000 square feet* will be multiplied

by 0.32 and the resultant value *increased by 200,000 square feet* to determine the equivalent number of square feet of floor area. The *equivalent floor area will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study. For example, a high-cube warehouse with a gross floor area of 450,000 square feet, a ceiling height exceeding 24 feet and a dock-high door loading ratio exceeding 1:10,000 (for the example facility it is at least 45 dock-high door loading bays i.e. $450,000/10,000 = 45$) the equivalent floor area would be 280,000 square feet ($\{[450,000 - 200,000] \times 0.32\} + 200,000 = 280,000$)

The TUMF obligation for a warehouse facility with a gross floor area of less than 200,000 square feet, a ceiling height of less than 24 feet and/or a dock-high door loading ratio of less than 1 door per 10,000 square feet will be calculated based on the actual gross floor area using **Worksheet A.2.1** for standard non-residential fee calculations. Furthermore, where other uses such as wholesale showrooms, retail showrooms or office suites are co-located with qualifying high-cube warehouse facilities, only the qualifying warehouse portion of the premises will be calculated using **Worksheet A.2.8**. The fee obligation for all other co-located facilities will be calculated based on the actual gross floor area and the appropriate land use category using **Worksheet A.2.1** for standard non-residential fee calculations.

5.9. Winery

5.9.1. Summary

For the purposes of determining the TUMF obligation, small, medium and large wineries, as defined below, are categorized using **Worksheet A.2.9** and fees calculated differently for each category using the methodology described.

Small Winery – A winery characterized by predominantly agricultural and industrial uses involving the cultivation of grapes and/or production of wine. Ancillary uses associated with a small winery can include a small tasting room not exceeding 700 square feet, and associated uses such as office and administration space, minor retail and/or small deli-type (packaged food) service that does not require a kitchen. The total building area for all buildings associated with a small winery cannot exceed 15,000 square feet.

Small winery is considered an industrial use type. TUMF obligation for small winery will be calculated based on the gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, minor retail and/or deli-type (packaged food) service that does not require a kitchen, using **Worksheet A.2.1** for standard non-residential fee calculations.

Medium Winery – A winery with integrated supporting operations, such as tasting room with floor area greater than 700 square feet including outdoor tasting areas, retail, event space, and/or small sit-down restaurant with primary operating hours at lunch. The patrons of the retail shops and restaurant facilities are primarily visitors to

the wine-tasting room, therefore the additional facilities are not viewed as generating additional traffic to the primary use, which is wine tasting and purchase. The total building area for all buildings associated with a medium winery cannot exceed 15,000 square feet.

Medium winery is considered an industrial use type. The methodology outlined in **Worksheet A.2.10** and described as follows will be applied to determine the gross floor area for medium wineries.

1. Multiply the total gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, retail, event space, and/or restaurant by 1.38.

(i.e. For an example facility with 11,350 square feet gross floor area it is $1.38 \times 11,350 = 15,663$ square feet)

2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

Large Winery – Winery with total building area exceeding 15,000 square feet and typically including several other significant trip generating operations occurring on-site in addition to the winery operations, such as a retail shop, sit-down restaurant, hotel, and concert/event venue that operate separately from the winery.

Due to the unique variations of uses associated with each specific large winery, the TUMF obligation is calculated independently for each definable major on-site trip generating use associated with the winery (such as hotel, restaurant, office) using **Worksheet A.2.1** for standard non-residential fee calculations. For the portion of a large winery that is used primarily for wine production and storage, wine tasting and the sale of associated merchandise, the TUMF obligation can be calculated using the methodology outlined in **Worksheet A.2.11** and described as follows will be applied to determine the gross floor area for large wineries.

1. Multiply the total gross floor area of all buildings associated with winery uses only (wine production and storage, wine tasting and the sale of associated merchandise) by 1.38.

(i.e. For an example facility with 16,000 square feet of winery uses it is $1.38 \times 16,000 = 22,080$ square feet)

2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

5.9.2. Detailed Narrative

For the purposes of determining the TUMF obligation, wineries are categorized into small, medium and large wineries, as defined below.

Small Winery – Characterized by predominantly agricultural and industrial uses involving the cultivation of grapes and/or production of wine. Ancillary uses associated with a small winery can include a small tasting room not exceeding 700 square feet, and associated uses such as office and administration space, minor retail and/or small deli-type (packaged food) service not requiring a kitchen. The total building area for all buildings associated with a small winery cannot exceed 15,000 square feet.

Medium Winery – Winery with integrated supporting operations, such as tasting room with floor area greater than 700 square feet including outdoor tasting areas, retail, event space, and/or small sit-down restaurant with primary operating hours at lunch. The patrons of the retail shops and restaurant facilities are primarily visitors to the wine-tasting room, therefore the additional facilities are not viewed as generating additional traffic to the primary use, which is wine tasting and purchase. The total building area for all buildings associated with a medium winery cannot exceed 15,000 square feet.

Large Winery – Winery with total building area exceeding 15,000 square feet and typically including several other significant trip generating operations occurring on-site in addition to the winery operations, such as a retail, sit-down restaurant, hotel, and concert/event venue operating separately from the winery.

The Traffic Impact Analysis (TIA) conducted for the Europa Village development (Urban Crossroads, June 2008) included traffic counts at a select number of wineries in the Temecula Valley region and developed a customized trip generation rate specifically for wine-tasting facilities in this area. The facilities included in this TIA were small, medium and large wineries with various amenities. The primary trip generating variable was the size of the wine tasting room, with additional trips at the large wineries generated by other amenities such as resort, spa and overnight hotel accommodations. The number of employees was deemed insignificant to the trip generation based on this study.

Small wineries, as defined above, predominately focus on agriculture (grape cultivation) and industrial (wine production) uses but may include a small ancillary tasting room and/or office facility, are estimated to generate traffic consistent with other light industrial and agricultural facilities. The TUMF obligation for small wineries will to be calculated using the standard non-residential methodology and the adopted industrial fee rate.

Medium sized wineries, as defined previously, are unique trip generators encompassing more than industrial/agricultural activities, such that the use of the site is predominately wine tasting and the sale of wine and associated merchandise. Based on the Europa Village Trip Generation Report, **Table 5.8** details the determination of the weighted equivalent floor space for calculating the TUMF obligation of medium wineries.

Table 5.8 – Medium Winery TUMF Calculation				
<i>Land Use Type</i>	<i>Average Gross Floor Area (sqft)</i>	<i>Average Daily Vehicle Trips per 1,000 sqft*</i>	<i>Equivalent Daily Vehicle Trips per 1,000 sqft</i>	<i>TUMF Weighted Equivalent sqft *</i>
<i>Wine Tasting Room (i)</i>	1,000	83.46		
<i>Winery (all associated buildings) (i)</i>	11,350		7.35	1.38
<i>Median of All TUMF Industrial Use Types (ii)</i>		5.33		

Source: Europa Village TIA, Urban Crossroads, prepared June 2, 2008 and revised March 17, 2009 for County of Riverside

(ii) Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * TUMF weighted equivalent square feet based on the daily vehicle trips per 1,000 sqft adjusted to reflect relative trip generation per 1000 sqft between medium wineries and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

Large sized wineries, as defined previously, include various types of trip generators (such as wine tasting and associated retail, restaurant and banquet facilities, hotel accommodations and resort spa) that differ based on the uses associated with a particular large winery development. Due to the unique variations of uses associated with each specific large winery, the TUMF obligation is calculated independently for each definable major on-site trip generating use associated with the winery (such as hotel, restaurant, office). For the portion of a large winery that is used primarily for wine tasting and the sale of associated merchandise, the TUMF obligation will be calculated using the methodology described previously for medium wineries.

The gross floor area equivalency for a Medium Winery is based on the trip generation characteristic of a Medium Winery, which is quantified in the Europa Village Trip Generation Report in terms of 24-hour trips per thousand square feet of wine tasting room. Based on this information, the calculated daily trip generation rate for a winery is approximately 83.46 trips per thousand square feet of wine tasting room. To simplify the application of TUMF for a Medium Winery, the daily trip generation rate based on the wine tasting room was converted to a daily trip generation rate for the total gross floor area of all buildings associated with the winery or 7.35 trips per thousand square feet of winery total gross floor area. To account for the variation in trip generation rates between a Medium Winery and all TUMF industrial land use types, the gross floor area equivalency was weighted based on the relative trip generation between a Medium Winery and the median of all TUMF Industrial Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency for a Medium Winery is 1.38.

For the purpose of calculating the TUMF obligation for a *Winery*, the following methodology is used, respectively, for the three defined winery category types:

Small Winery, with a tasting room and/or other associated ancillary uses with a floor area of **less than** 700 square feet and a total gross floor area of all buildings **less than** 15,000 square feet, is considered to be an industrial use type. TUMF obligation for *small winery* will be calculated based on the gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, minor retail and/or deli-type (packaged food) service not requiring a kitchen, using the standard non-residential fee calculation methodology.

Medium Winery, with a tasting room and/or other associated ancillary uses with a floor area of **greater than** 700 square feet including outdoor tasting areas and a total gross floor area of all buildings **less than** 15,000 square feet, is considered to be an industrial use type. For the purpose of calculating the TUMF obligation for *medium winery*, the total gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, retail, event space, and/or restaurant will be multiplied by 1.38 to determine the equivalent number of square feet of floor area. The equivalent floor area will be used for the purpose of calculating the TUMF at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study. Application of this methodology will account for the higher trip generation rates observed at medium wineries, since medium wineries have associated retail and service uses that generate more trips than those associated with wine production.

Large Winery, with a total gross floor area of all buildings **greater than** 15,000 square feet, is considered to be a mixed use type due to the various types of trip generators associated with the winery development. Due to the unique variations of uses associated with each specific large winery, the TUMF obligation is calculated independently for each definable major on-site trip generating use associated with the winery (such as hotel, restaurant, office). For the portion of a large winery that is used primarily for wine production and storage, wine tasting and the sale of associated merchandise, the TUMF obligation will be calculated using the methodology described previously for *medium wineries*.

5.10. Electric Vehicle Supply Equipment Charging Stations

5.10.1. Summary

For the purpose of calculating the TUMF obligation, stand-alone businesses with the primary purpose of providing publically accessible electric vehicle supply equipment (EVSE) are designated as EVSE charging stations and will be considered retail use types. The methodology outlined in **Worksheet A.2.12** and described as follows will be applied to determine the gross floor area for calculating the TUMF obligation for all types of EVSE charging stations.

1. Multiply the total number of EVSE charging units by 14.9. The total number of EVSE charging units is equal to the maximum number of vehicles that could be connected for charging at the same time.

(i.e. for an example facility with 4 positions it is $14.9 \times 4 = 59.6$ square feet)

2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

EVSE located within a residential or non-residential use type, where the residential or non-residential use is the primary use of the site, and the EVSE is for the sole and exclusive use of residents, employees and/or customers of the same premises, are considered to be ancillary to the primary residential or non-residential use of the site. There is no additional TUMF obligation for EVSE located within a residential or non-residential use type for the sole and exclusive use of residents, employees and/or customers of the same premises.

5.10.2. Detailed Narrative

Electric vehicle supply equipment (EVSE) charging stations include all stand-alone publically accessible retail land uses where the primary business of the site is providing electrical supply equipment for connecting and charging batteries that power electric or plug-in electric/gasoline hybrid motor vehicles. In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), fuel filling stations and other fuel dealers are considered to be retail uses for the purpose of calculating the applicable TUMF obligation for newly developed facilities or expansions of existing facilities. Although EVSE charging stations are a relatively new land use that is not specifically mentioned in the North American Industrial Classification System (NAICS) codes due to the recent introduction of electric or plug-in electric/gasoline hybrid motor vehicles for sale to the general public, EVSE charging stations serve a similar purpose to fuel filling stations and for this reason are similarly treated as a retail use for the purposes of determining the TUMF obligation.

EVSE charging units may also be located within residential and non-residential land uses, where EVSE is provided as an amenity for those utilizing the primary land use of the site (for example, EVSE charging units located in the parking lot of a retail shopping mall, service office building, or residential apartment complex). Where EVSE is located within a residential or non-residential use type for the sole and exclusive use of residents, employees and/or customers of the same premises (i.e. not stand-alone businesses and/or publically accessible) are considered to be ancillary to the primary residential or non-residential use of the site and unlikely to generate additional vehicle trips specifically for the purposes of accessing the charging station. There is no additional TUMF obligation for EVSE located within a residential or non-residential use type for the sole and exclusive use of residents, employees and/or customers of the same premises.

The TUMF for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use. However, in many cases the EVSE is a pedestal or wall mount unit with very limited to no building gross floor area. Vehicle trips to and from the site can be generated by the EVSE charging positions making it

necessary to determine the gross floor area equivalency per EVSE charging position for the purpose of calculating the TUMF obligation.

The EV Project website (TheEVProject.com) provides the most comprehensive source of data available on electric vehicle charging infrastructure. The EV Project is managed by ECotality, Inc. primarily utilizing grant funding provided by the U.S. Department of Energy and various other partner matches. Launched in October 2009, The EV Project is the largest deployment of electric vehicles and charging infrastructure with chargers being installed in major cities in no fewer than nine states, including California, and the District of Columbia. The EV Project will deploy approximately 13,000 alternating current (AC) Level 2 EVSE charging stations for residential and commercial use, as well as 200 dual-port direct current (DC) Fast Chargers (DCFC). The EV Project also collects and analyzes data on the characteristics of electric vehicle use, including trip generation and charging station utilization rates.

According to the EV Project EVSE and Vehicle Usage Report for the 2nd Quarter of 2013 (the most recent available report as of January 22, 2014), a total of 295 publically accessible charging stations have been deployed by the project in the Los Angeles metropolitan area providing for a total of 6,688 vehicle charges for the period from April 1, 2013 to June 30, 2013. The average length of time a vehicle is connected to the EVSE is 4.0 hours, while the average length of time a vehicle is drawing power is 2.3 hours. Based on the data for the 2nd Quarter of 2013, the EV Project has determined the average number of charging events started per EVSE per weekday to be 0.38, representing an average of 0.76 daily vehicle trips per EVSE per weekday. **Table 5.9** summarizes key performance measures for publically accessible Level 2 EVSE in the Los Angeles Metropolitan Area.

Table 5.9 - Publically Accessible Level 2 EVSE in the Los Angeles Metropolitan Area

<i>Quarter</i>	<i>Total EVSE Units</i>	<i>Total Weekday Charges Per Quarter</i>	<i>Average Daily Charges per EVSE Unit (weekday)</i>	<i>Average Daily Vehicle Trips per EVSE Unit (weekday)*</i>
<i>Q1 2012</i>	43	508	0.27	0.54
<i>Q2 2012</i>	98	1,275	0.31	0.62
<i>Q3 2012</i>	201	3,142	0.28	0.56
<i>Q4 2012</i>	212	3,294	0.26	0.52
<i>Q1 2013</i>	221	4,370	0.32	0.64
<i>Q2 2013</i>	295	6,688	0.38	0.76

Source: *The EV Project Quarterly Reports* accessed online January 22, 2014

<http://www.theevproject.com/documents.php>

Note: * - Average Daily Vehicle Trips per EVSE is a calculated value assuming one vehicle trip to the site before the charge event and a second vehicle trip away from the site after the charge event.

A comparison of 2nd Quarter 2013 data with data for prior quarters demonstrates that the average daily charges per units has been steadily increasing over time as more EVSE units are deployed and more electric and plug-in electric/gasoline hybrid vehicles

enter the vehicle fleet. For this reason, the average daily vehicle trips per EVSE unit should be reviewed on a regular basis and updated accordingly to ensure that the most representative trip generation rate is being utilized for determining the TUMF obligation.

Table 5.10 summarizes the various characteristics of EVSE units, including trip generation. The table also details the calculation of the gross floor area equivalency per EVSE unit.

The gross floor area equivalency per EVSE Unit for Electric Vehicle Supply Equipment Charging Stations is based on the trip generation characteristic of EVSE units quantified in the EV Project Quarterly Reports in terms of Average Daily Charges per ESVE Unit and a resultant calculated value for Average Daily Vehicle Trips per EVSE Unit. Based on this information, each EVSE unit generates an average of 0.76 vehicle trips per weekday. To establish a gross floor area equivalency per ESVE unit, the trip generation rates between EVSE Charging Stations and all TUMF retail land use types were compared, and a gross floor area equivalency per EVSE unit was interpolated. The weighted gross floor area equivalency per EVSE unit for Electric Vehicle Supply Equipment Charging Stations is 14.9.

Table 5.10 – Characteristics of Electric Vehicle Supply Equipment Charging Stations				
<i>Land Use Type</i>	<i>Average Daily Vehicle Trips per EVSE Unit</i>	<i>Average Daily Vehicle Trips per 1,000 sqft</i>	<i>Equivalent EVSE Units per 1,000 sqft</i>	<i>TUMF Weighted Equivalent sqft per EVSE Unit*</i>
<i>Electric Vehicle Supply Equipment Charging Unit (i)</i>	0.76		67.13	14.9
<i>Median of All TUMF Retail Use Types (ii)</i>		51.02		

Sources: (i) The EV Project, Quarter 2, 2013 Quarterly Report, ECOTality North America, 2013
(ii) Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent per square feet based on equivalent square feet per EVSE unit.

For the purpose of calculating the TUMF obligation, stand-alone businesses with the primary purpose of providing publically accessible electric vehicle supply equipment (EVSE) are designated as *Electric Vehicle Supply Equipment Charging Stations*. For EVSE Charging Stations, the total number of EVSE units will be multiplied by 14.9 to determine the equivalent number of square feet of floor area, with the total number of EVSE units being equal to the maximum number of vehicles that could be connected for charging at the same time.

Appendix A

Fee Calculation Worksheets

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APPENDIX A: FEE CALCULATION WORKSHEETS

This section contains individual fee calculation worksheets for standard use fee calculations, and defined uses following the specific defined use fee calculation methodology developed in **Section 4.0** and **Section 5.0**. **Section A.1** outlines worksheets for residential use types and **Section A.2** outlines worksheets for non-residential use types.

A.1 Fee Calculation Worksheets for Residential Use Types

Worksheet A.1.1 Standard Residential TUMF Calculation Worksheet

1.	 Enter Total Number of Single-Family Dwelling Units	X	 Enter TUMF Single-Family Rate Per Dwelling Unit	=		← Total A
2.	 Enter Total Number of Multi-Family Dwelling Units	X	 Enter TUMF Multi-Family Rate Per Dwelling Unit	=		← Total B
3.	 Enter Total A	+	 Enter Total B	=	\$	TUMF Obligation

1. Residential TOD Characteristics Checklist

- ☐ **Residential use of not less than 50% of total floorspace**
Submit Site Plan with table or narrative explanation
- ☐ **Meets maximum number of parking spaces requirement**
Submit Site Plan indicating number of associated parking spaces
- ☐ **Transit station along a barrier-free walkable pathway not exceeding ½ mile**
Submit Location Map showing transit station and barrier-free walkable path from development
- ☐ **One (1) convenience retail store selling food within ½ mile**
Submit Location Map showing at least one (1) Food Retail establishment within ½ mile of development
- ☐ **Seven (7) diverse uses within ½ mile**
Submit Location Map showing at least seven (7) eligible diverse uses within ½ mile of development including at least one (1) Food Retail described previously

2. Residential TOD Fee Calculation

\$	X	0.885	=	\$
Enter Standard Residential TUMF Obligation for eligible TOD as calculated using Worksheet A.1.1				TUMF Residential TOD Obligation

1. Active Senior Living Characteristics Checklist

- ☐ **Minimum number of 20 dwelling units in community**
Submit Site Plan indicating the total number of associated dwelling units
- ☐ **Local zoning and/or governing documents**
Submit local zoning and/or governing documents characterizing development as senior citizen housing (active senior living) pursuant to Cal. Civ. Code § 51.11
- ☐ **Occupancy restriction statement**
Submit Public Report with statement of occupancy restrictions pursuant to Cal. Bus. & Prof. Code § 11010.05 [2016]

2. Active Senior Living TUMF Calculation

	X	0.53	=	
Enter Total Number of Active Senior Living Dwelling Units (both detached and attached)				Enter this value as (part of) the <u>Total</u> <u>Number of Multi-Family Dwelling Units</u> in Worksheet A.1.1

A.2 Fee Calculation Worksheets for Non-Residential Use Types

Worksheet A.2.1 Standard Non-Residential TUMF Calculation Worksheet

1.		X		=		← Total A
	Enter Total Gross Floor Area of Industrial Buildings (in square feet)		Enter TUMF Industrial Rate Per Square Foot			
2.		X		=		← Total B
	Enter Total Gross Floor Area of Retail Buildings (in square feet)		Enter TUMF Retail Rate Per Square Foot			
3.		X		=		← Total C
	Enter Total Gross Floor Area of Service Buildings (in square feet)		Enter TUMF Service Rate Per Square Foot			
4.		+		+		= \$
	Enter Total A		Enter Total B		Enter Total C	TUMF Obligation

Worksheet A.2.2 Fuel Filling Station TUMF Calculation Worksheet

1.		X	1,403.8	=		← Total A
	Enter Total Number of Fuel Filling Positions					
2.						← Total B
					Enter Total Gross Floor Area of Buildings (in square feet)	
3.						Enter this value as (part of) the <u>Total Gross Floor Area of Retail Buildings</u> in Worksheet A.2.1
	Enter the greater of Total A and Total B					

Worksheet A.2.3 Congregate Care/Nursing Home TUMF Calculation Worksheet

Enter Total Number of Beds	x	81.1	=	Enter this value as (part of) the <u>Total Gross Floor Area of Service Buildings</u> in Worksheet A.2.1
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Worksheet A.2.4 Mini-Warehouse/Rental Storage TUMF Calculation Worksheet

Enter Total Site Area in Acres	x	6,647.3	=	Enter this value as (part of) the <u>Total Gross Floor Area of Industrial Buildings</u> in Worksheet A.2.1
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Worksheet A.2.5 Golf Course TUMF Calculation Worksheet

1.	Enter Total Number of Holes	x	1,057.7	=		← <u>Total A</u>
2.					Enter Total Gross Floor Area of Buildings (in square feet)	← <u>Total B</u>
3.	Enter the greater of Total A and Total B	← Enter this value as (part of) the <u>Total Gross Floor Area of Service Buildings</u> in Worksheet A.2.1				

Worksheet A.2.6 Wholesale Nursery TUMF Calculation Worksheet

1. x 488.9 = ← Total A
Enter Total Site Area in Acres

2. ← Total B
Enter Total Gross Floor Area of Buildings (in square feet)

3. ← Enter this value as (part of) the Total Gross Floor Area of Industrial Buildings in Worksheet A.2.1
Enter the greater of Total A and Total B

Worksheet A.2.7 Retail Nursery TUMF Calculation Worksheet

1. x 2,118.8 = ← Total A
Enter Total Site Area in Acres

2. ← Total B
Enter Total Gross Floor Area of Buildings (in square feet)

3. ← Enter this value as (part of) the Total Gross Floor Area of Retail Buildings in Worksheet A.2.1
Enter the greater of Total A and Total B

Worksheet A.2.8 High-Cube Warehouse/Distribution Center TUMF Calculation Worksheet

	- 200,000 =		← Total A
Enter Gross Floor Area of Qualifying Building(s) (in square feet)			
	x 0.32 =		← Total B
Enter <u>Total A</u>			
	+ 200,000 =		
Enter <u>Total B</u>		Enter this value as (part of) the <u>Total Gross Floor Area of Industrial Buildings</u> in Worksheet A.2.1	

Worksheet A.2.9 Winery Size TUMF Calculation Worksheet

← Total A Enter Gross Floor Area of Tasting Room and/or associated ancillary uses (in square feet)	← Total B Enter Total Gross Floor Area of All Buildings (in square feet)
• If Total A is less than 700 and Total B is less than 15,000, enter Total B value as (part of) the <u>Total Gross Floor Area of Industrial Buildings</u> in Worksheet A.2.1 • If Total A is greater than 700 and Total B is less than 15,000, enter Total B value in Worksheet A.2.10 • If Total A is greater than 700 and Total B is greater than 15,000, enter total square feet of winery uses only in Worksheet A.2.11. (Additional building square footage should be entered into A.2.1 as appropriate, i.e. hotel, restaurant, retail store, etc.)	

Worksheet A.2.10 Medium Winery TUMF Calculation Worksheet

Enter Total B from <u>Worksheet A.2.9</u>	x	1.38	=	← Total C Enter this value as (part of) the <u>Total Gross Floor Area of Industrial Buildings</u> in Worksheet A.2.1
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Worksheet A.2.11 Large Winery TUMF Calculation Worksheet

Enter <u>total square feet of winery uses only</u>	x	1.38	=	← Total C Enter this value as (part of) the <u>Total Gross Floor Area of Industrial Buildings</u> in Worksheet A.2.1
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Worksheet A.2.12 Electric Vehicle Supply Equipment Charging Stations TUMF Calculation Worksheet

	X	14.9	=		← Total C
Enter <u>total number of</u> <u>publically accessible</u> ESVE units				Enter this value as (part of) the <u>Total Gross Floor Area</u> <u>of Retail Buildings in</u> Worksheet A.2.1	

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Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit / Reimbursement Agreement Template

Contact: Daniel Ramirez-Cornejo, Senior Analyst, dramirez-cornejo@wrcog.us, (951) 955-8307

Date: November 9, 2017

The purpose of this item is to provide an updated Credit Agreement template to the Committee which includes a sunset clause for performance of the TUMF improvements.

Requested Action:

1. Recommend that the Executive Committee approve the updated TUMF Improvement and Credit / Reimbursement Agreement template.

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, and the Riverside Transit Agency (RTA).

The TUMF Credit Agreement is the binding document executed by a member agency and developer to receive credit in lieu of TUMF payment for the delivery of projects included in the Program.

Background

The TUMF Program contains a provision for member agencies to enter into a Credit Agreement with a developer to construct TUMF facilities in-lieu of paying all or a portion of their TUMF obligation for a development. TUMF is an infrastructure program and recognizes that developers will be constructing portions of the Regional System of Highways and Arterials.

WRCOG has worked with member agencies to make the Credit Agreement process as straightforward and easy as possible. Member agencies condition developers to construct the improvements and accepts the improvements, and therefore has the ultimate authority to enter into Credit Agreements, provided the process outlined in the TUMF Program is followed.

At the September 14, 2017, Public Works Committee (PWC) meeting, WRCOG staff presented the final results of a comprehensive review of all Credit Agreements executed since Program inception. One of the key findings of the review was that many of the agreements executed in the early years of the Program could still be valid though the construction of the improvements have yet to be completed. Based on the discussion at the PWC meeting, staff and legal counsel have drafted a termination clause for the Credit Agreement template. The draft termination language is as follows:

the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the construction of the TUMF Improvements is not commenced within 5 years of the Effective Date.

The inclusion of this language would ensure that developers do not enter into speculative Credit Agreements and that the TUMF improvements are delivered in a timely manner.

Prior Action:

None.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachment:

1. Draft TUMF Improvement and Credit / Reimbursement Agreement template.

Item 5.C

Transportation Uniform Mitigation
Fee (TUMF) Credit Agreement
Template

Attachment 1

Draft TUMF Improvement and Credit
/ Reimbursement Agreement
template

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For Use Between Public Agency and Developer
"Master Agreement"

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

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

RECITALS

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

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

_____ ("Project");

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

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

TERMS

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

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

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

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

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, attorneys 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.

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

Fax No. (909) _____

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 construction of the TUMF Improvements 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: _____

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

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY
[ATTACH BEHIND THIS PAGE]

EXHIBIT A-1

EXHIBIT “B”
FORMS FOR SECURITY
[ATTACHED BEHIND THIS PAGE]

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

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

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

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

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

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

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

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

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

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

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

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

EXHIBIT “C”

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

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

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT “D”

REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

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

RECITALS

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

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

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

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

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

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

TERMS

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

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

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

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

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

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

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

(iii) Invoices from all vendors and service providers.

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

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

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

(vii) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE]



Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Riverside County Traffic Analysis Model (RIVTAM) Update

Contact: Christopher Gray, Director of Transportation, cgray@wrcoq.us, (951) 955-8304

Date: November 9, 2017

The purpose of this item is to provide a report on the status of the RIVTAM update. WRCOG will commence the procurement process in mid-November to attain a consultant team to assist on the RIVTAM update.

Requested Action:

1. Receive and file.

As one of the agencies which regularly uses the RIVTAM, WRCOG has expressed an interest in participating in an update of RIVTAM, as the last major update occurred in 2009. WRCOG has facilitated quarterly meetings of the agencies which originally participated in the development of RIVTAM to discuss the logistics to a RIVTAM update.

Update

Since the last update to the Public Works Committee in April 2017, WRCOG has worked with the original MOU signatories (Riverside County Transportation and Land Management Agency (TLMA), Coachella Valley Association of Governments (CVAG), Riverside County Transportation Commissions (RCTC), Southern California Association of Governments (SCAG), and Caltrans) on both finalizing the Work Plan and the logistics of the update. To this end, WRCOG staff has conducted outreach presentations to CVAG to provide further details on the RIVTAM update and the update process.

The Work Plan (attached) has been finalized and approved by the MOU signatories. The Work Plan is meant to further define how an update might occur. First, there is a series of model specifications which the RIVTAM will have to meet. These specifications inform the MOU signatories, agencies, and consultants about desired elements in the model. The Work Plan acknowledges that the specifications are subject to further refinement as the selected consultant proceeds with the RIVTAM update. The second element is a scope of work outline that is also subject to future refinement.

WRCOG believes there are two advantages to this approach. First, it encourages the technical experts hired to work on this effort to recommend innovative approaches and identify best practices that have been implemented elsewhere. Second, it allows a more expansive discussion of tradeoffs when evaluating a proposed cost for this effort. The MOU signatories can more easily compare the relative costs of meeting different specifications if there are overall financial constraints for this effort.

WRCOG also worked with TLMA, CVAG, and RCTC on financial commitments to fund the update – approximately \$750,000 over a two-year period has been committed. In addition, WRCOG is willing to commit staff time since the RIVTAM is a critical element to future TUMF Nexus Studies, and member agencies have expressed a strong desire to utilize RIVTAM for planning and infrastructure projects. Staff from all MOU

signatories will participate in the procurement and update process. All parties will also sign a Memorandum of Understanding (attached) in the coming months.

Next Steps

It is anticipated that a Request for Qualifications (RFQ) will be released in mid-November for consultants to provide a response, due mid-December. The RFQ will request submitters to describe the team's qualifications regarding their work in Riverside County (providing specifics for both parts), work with RIVTAM, work with the SCAG Travel Demand Model, and work with other, comparable, regional models. The MOU signatories are also looking for firms to describe their approach in meeting the model specifications within the set budget. WRCOG is encouraging submitters to provide a realistic approach, as the RFQs will be scored accordingly.

After the review of RFQ submittals, it is anticipated that a handful of firms / teams will be asked to submit detailed proposals that will include a detailed scope and budget. It is expected that the RFQ and RFP will be consistent with regards to approach and the details in the scope. It has been and will continue to be advised that there is a balance between the need for technical innovation with the more routine tasks of RIVTAM (TAZ structure, network edits). It has also been stressed to consider the limited resources WRCOG member agencies have to review data and results, and plan their submittals accordingly.

Prior Action:

April 13, 2017: The Public Works Committee received and filed.

Fiscal Impact:

The RIVTAM update is included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachments:

1. RIVTAM Update Work Plan – Specifications.
2. Memorandum of Understanding – RIVTAM Update.

Item 5.D

Riverside County Traffic Analysis
Model (RIVTAM) Update

Attachment 1

RIVTAM Update Work Plan –
Specifications

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RIVTAM Update Work Plan

Version 2.0

January 25, 2017

Introduction

The initial development of the Riverside County Travel Demand Model (RIVTAM) was a collaborative effort involving six agencies including Riverside County, the Riverside County Transportation Commission, the Western Riverside Council of Governments (WRCOG), the Coachella Valley Association of Governments (CVAG), the Southern California Association of Governments (SCAG), and the California Department of Transportation (Caltrans). Since its development, RIVTAM has been used widely for a variety of projects throughout Riverside County.

However, it has been over six years since there has been a comprehensive update to RIVTAM. A recent survey of model users and local agencies indicates a strong desire to update RIVTAM. This work further defines how this update might occur. First, there is a series of model specifications which the RIVTAM will have to meet. These specifications inform the MOU Signatories, agencies, and consultants about desired elements in the model. The work plan acknowledges that the specifications are subject to further refinement as the selected consultant proceeds with the RIVTAM update. The second element is a scope of work outline that is also subject to future refinement.

There are two advantages to this approach. First, it encourages the technical experts hired to work on this effort to recommend innovative approaches and identify best practices that have been implemented elsewhere. Second, it allows a more expansive discussion of tradeoffs when evaluating a proposed cost for this effort. The MOU signatories can more easily compare the relative costs of meeting different specifications if there are overall financial constraints for this effort. Various efforts can therefore be prioritized if necessary.

Model Specifications

Given the complexity of any regional travel model update, the specifications below describe the elements which are both required and desired within an updated version of RIVTAM. Many of these specifications are stated as performance measures. Therefore, it will be the responsibility of the Consultant to demonstrate to the Project Team that the updated version complies with these specifications. The precise methodology or approaches the Consultant will use to reach these specifications may be subject to additional refinement during the development of a detailed work plan and schedule.

Required Elements

- Use of TransCAD software
- Maintain consistency with SCAG Travel Demand Model. Consistency is defined as:
 - o Matching external station volumes with SCAG Model

- o Roadway network that includes all major roadway facilities defined by the SCAG Regional Transportation Plan (RTP) for Riverside County
 - o Transit network that includes all major transit routes within the RTP for Riverside County
 - o Zone structure that corresponds with SCAG Model Zones. Zones in RIVTAM can nest within larger SCAG Zones as appropriate to provide necessary detail.
 - o Ability to incorporate changes in SCAG Socio-economic forecasts either directly or indirectly through a conversion process
- Geographic coverage which includes all of Riverside County, including both the Coachella Valley and the Western Riverside County regions
- Appropriate level of network and zonal detail within all jurisdictions within Riverside County
- Appropriate model sensitivities to changes in model input data throughout all phases of the model including trip generation, trip distribution, mode choice, roadway and transit assignment
- Base Year Model which replicates existing traffic counts, as measured by commonly accepted model validation criteria developed by Caltrans and other agencies. This Base Year Model can reflect conditions in 2012 (the SCAG Travel Model Base Year), 2016, or another Base Year as determined by the RIVTAM MOU Signatories. The ability to match existing counts should be demonstrated for both daily and peak hour periods for a typical mid-week travel day. At a minimum, this validation exercise should consider the same roadway segments and screen lines as the previous version of RIVTAM.
- Base Year Model which replicates existing vehicle miles traveled (VMT) at the Countywide level
- Future Year Model for 2040 which reflects funded roadway and transit projects consistent with the RTP, TUMF Nexus, and other documentation
- The Base and Future Year Model should have the ability to estimate non-motorized trips at the Zonal level either directly or through a post-processing element
- The Base Year and Future Year Model should address the potential effects of new transportation technologies like transportation network companies and autonomous vehicles either directly or through a post-processing element. This effort should also include a recommended approach to test the effects of these new technologies to ensure that RIVTAM has the appropriate sensitivities to these technologies.
- RIVTAM should include the ability to reflect unique land uses within Riverside County which may not be directly modeled within the current SCAG Model
- Transit validation and calibration that focuses on fixed rail stations such as Metrolink
- RIVTAM should also address the unique travel characteristics within the Coachella Valley, such as the higher levels of seasonal travel that occur during the winter
- The ability to report traffic volumes by different vehicle classes include light and heavy duty trucks
- Post processor element which outputs data for use in transportation studies including but not limited to roadway segments and VMT data as consistent with SB 743 requirements

- A formal process for jurisdictional outreach to ensure that each Riverside County jurisdiction reviews and concurs with the transportation network, zones, and land use data provided in RIVTAM
 - o Develop or prepare socio-economic data derived from the resulting end product of the formal process described above
- Create or provide vacant model zones allowing for project level analysis where disaggregation of zones would otherwise be required
- Develop RIVTAM to execute model runs with acceptable run time as considered appropriate by the agencies involved with the RIVTAM update.

Optional elements include:

- The use of the SCAG Subregional Model Development Tool (SMDT) to maintain consistency with SCAG Travel Demand Model
- Developing specific TransCAD scripts for RIVTAM
- Transit validation and calibration for major routes in Riverside County
- Development of a specialized model to forecast heavy truck trips
- The inclusion of additional detail within specified sub-areas (roadway networks and zones) for agencies which provide additional funding
- Development of a post-processor to estimate future intersection turn movements
- Sub-area VMT model calibration
- Network based active transportation model

Scope of Services

Task 1- Detailed Work Plan

Following contract approval, the Project Team and the Consultant will meet to develop a detailed work plan focusing on specific efforts to meet the specifications identified above. The Consultant will be encouraged to consider innovative approaches to address the specifications including both the required and optional elements.

As part of this work plan development, the Consultant is also encourage to offer alternative formulations of the specifications that meet the same intent but would be more advisable. For example, the Consultant may conclude that there are alternative approaches to address active transportation modes those specific above and recommend this alternative.

Once a Draft Work Plan is complete, the Project Team will review with the consultant and verify that the required specifications are met. The Project Team will then provide comments on the Work Plan, which will then be updated by the Consultant. A Final Work Plan will ultimately be approved by the Project Team.

Deliverables: *Draft Detailed Work Plan*

Final Detailed Work Plan

Task 2- Development of the Base Year Model

The Consultant would develop Roadway Networks, Transit Networks, and Zones for the Base Year. At a minimum, the Roadway Network and Transit Networks should be consistent with the most recent SCAG Travel Demand Model developed for the 2016 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS). The Zone Network should be based on the SCAG Travel Demand Model. Additional roadway network or zonal network detail will be addressed in the development of the detailed work plan in Task 1. This work plan assumes that Base Year Land Use data is available from SCAG, consistent with the 2016 RTP/SCS. Any review or update of this input land use data will be addressed through a separate effort involving the MOU Signatories and other entities.

This effort should also involve significant outreach efforts between the Consultant and local jurisdictions in Riverside County to provide ample opportunities to review land use, roadway network, transit network, and TAZ boundaries.

Deliverables: *Draft & Final Base Year Roadway Network Maps*

Draft & Final Base Year Transit Network Maps

Draft & Final Base Year Zone Maps

Draft & Final Base Year SED Data

Jurisdictional summaries of roadway networks, transit networks, zones, and SED Data with jurisdiction approval

Task 3- Base Year Model Static and Dynamic Validation

The previous version of RIVTAM was validated using 43 screen lines. The Consultant will be required to conduct a similar static validation exercise, though the exact count periods, locations, methodology, and other items will be defined in the development of the detailed work plan. At a minimum, the Consultant will be asked to perform the same validation exercise for the same locations as the previous validation.

An equally important component of this effort will include a dynamic validation exercise, which will evaluate how sensitive the RIVTAM is to changes in inputs. These dynamic validation tests involve changes to model inputs and then track the resulting change in outputs, to determine both the magnitude and directionality of the change. The number and type of dynamic validation tests will also be defined in the detailed work plan.

Deliverables: *Draft Validation Technical Memorandum*

Final Validation Technical Memorandum

Task 4- Future Year Model Development

The Consultant will develop roadway networks, transit networks, and SED Data for the Future Year, which is assumed to be 2040 for the purposes of the work plan. The initial roadway networks and transit networks should be based on the adopted 2016 RTP/SCS with other

funded projects added as appropriate. The Consultant should anticipate the need to develop full documentation regarding which projects are included in the roadway network at the time of the initial model development including linkages to programmatic documents (RTP/SCS, WRCOG TUMF, CVAG TUMF, etc.) to disclose funding status to future users of the model.

As with the Base Year model, this work plan assumes that the 2040 SCAG SED Data will be used initially without modification. Any review or update of this input land use data will be addressed through a separate effort.

The Consultant will be responsible for obtaining jurisdictional concurrence regarding roadway networks, transit networks, and SED Data. The Consultant should anticipate that an extensive outreach effort will be required to obtain this concurrence from all of the Riverside County jurisdictions.

Deliverables: *Draft & Final Year 2040 Roadway Network Maps*

Draft & Final Year 2040 Transit Network Maps

Draft & Final Technical Memorandum documenting 2040 Roadway Network Funding Status

Draft & Final Year 2040 SED Data

Jurisdictional summaries of Year 2040 roadway networks, transit networks, SED Data with jurisdiction approval

Task 5- Post Processor Development

Based on the required and optional specifications, the Consultant may be required to develop one or more post-processing modules. These modules could be implemented through an in-line process, standalone programs, spreadsheets, or other similar approaches. Potential post-processing elements could include:

- At the TAZ level
 - o Estimates of non-motorized trips
 - o Estimates of autonomous vehicle trips
 - o Estimates of TNC trips
 - o Vehicle miles traveled (VMT) estimates
- Roadway segment volumes
- Intersection forecasts
- Transit ridership by route/line

The specific post-processing elements and their implementation will be determined as part of the detailed work plan development in Task 1.

Task 6- Documentation

In addition to the various technical deliverables above, the Consultant will be required to prepare a RIVTAM User's Guide which will include information about the following items:

- An overview of RIVTAM
- Consistency with the SCAG Model and RIVTAM
- A review of validation process and results
- An overview of the Base Year and Future Year Model Development process
- Information regarding the use of RIVTAM, including instructions on model set up, troubleshooting, and modifications
- Additional details regarding roadway network and SED data attributes as appropriate
- Documentation of any unique elements such as post-processors, specialized TransCAD scripts, and other items as appropriate

The User's Guide should be written in such a way to convey information to both technical and non-technical staff where appropriate. The Consultant is encouraged to use graphics and other methods to convey information to the non-technical staff as needed.

Specific elements of the User's Guide related to the operation of the model, such as running the model itself, should assume that a potential RIVTAM user has some general familiarity with the use of TransCAD and is familiar with the principles of Travel Demand Modeling. Therefore, the User's Guide is not intended to provide background information on the use of TransCAD itself or duplicate material that is offered in an overview course on Travel Demand Model.

Task 7- Training

The Consultant should assume that it will provide training for three levels of parties:

- The first level of training should be for the MOU signatories, primarily focusing on how the updated version of RIVTAM addresses the required and optional specifications
- The second level of training should be for jurisdictions and consultants who are not travel demand modelers. This training should provide an overview of the Updated RIVTAM, touching specifically on elements which have been updated and providing any guidance on the use of RIVTAM
- The third level of training should be for travel demand modelers with an appropriate level of technical detail. This training should assume that attendees have general familiarity with travel demand modeling and TransCAD; therefore, focusing the training on the use of the updated version of RIVTAM

Item 5.D

Riverside County Traffic Analysis
Model (RIVTAM) Update

Attachment 2

Memorandum of Understanding –
RIVTAM Update

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RIVERSIDE COUNTY TRAFFIC ANALYSIS MODEL (RIVTAM)

EXECUTIVE SUMMARY

November 15, 2017

The Western Riverside Council of Governments (WRCOG) in cooperation with Riverside County Transportation Commission (RCTC), The Coachella Valley Council of Governments (CVAG), the Riverside County Transportation Department (RCTD), The Southern California Association of Governments (SCAG), and the California Department of Transportation (Caltrans), all previously partnered in the development of RIVTAM, a regional travel demand model for Riverside County.

Since its initial development in 2008, RIVTAM has been used by various public agencies for studies throughout Riverside County. As there has been no comprehensive update since 2008, it is appropriate to engage in this update process. The benefits of an updated version of RIVTAM include:

- Consistency with the updated SCAG Regional Transportation Model. SCAG recently completed a comprehensive update of its Regional Transportation Model to include updated growth projections and also to include updated projects as identified in the 2016 Sustainable Communities Strategy/Regional Transportation Plan (SCS/RTP).
- Reflects recent changes to the land use and transportation systems. Since the development of RIVTAM, there have been significant investments in the transportation system such as the completion of a new Metrolink line (the Perris Valley Line) and numerous major roadway projects. The County has also added nearly 300,000 residents since the initial development of RIVTAM.
- The planning and regulatory environment has changed with a greater focus on forecasting vehicle miles traveled (VMT) and multi-modal transportation including transit, walking, and biking.

Updating RIVTAM will allow its continued use by the various agencies in Riverside County for efforts such as general plans, specific plans, environmental documents, and infrastructure studies.

MOU FOR RIVTAM MODEL UPDATE, MAINTENANCE, AND USAGE

This Memorandum of Understanding ("MOU") is made and entered into effective as of _____ by and between the Western Riverside Council of Governments ("WRCOG"), the Riverside County Transportation Department ("RCTD"), the Riverside County Transportation Commission ("RCTC"), the Coachella Valley Association of Governments ("CVAG"), Southern California Association of Governments ("SCAG"), and the California Department of Transportation ("Caltrans"). WRCOG, RCTD, RCTC, CVAG, SCAG, and Caltrans are sometimes individually referred to as a "MOU Signatory" and collectively as the "MOU Signatories"

WHEREAS the MOU Signatories previously partnered in the development of the Riverside County Traffic Analysis Model ("RIVTAM"), a regional travel demand model for Riverside County;

WHEREAS RIVTAM has been used by various public agencies located in Riverside County ("Agencies") for studies throughout Riverside County since its development in 2008; however, there has been no comprehensive update of RIVTAM since its development and the MOU Signatories now desire to update RIVTAM;

WHEREAS WRCOG, RCTC, CVAG, and RCTD desire to jointly fund an update of RIVTAM using TransCAD software;

WHEREAS SCAG and Caltrans desire to actively participate in the development of RIVTAM by providing data, guidance, and reviewing RIVTAM materials and results, and desire to verify that the development process conforms with accepted modeling practices and standards;

WHEREAS RCTD, RCTC, WRCOG, CVAG, SCAG, and Caltrans wish to ensure that future sub-area models developed for use in Riverside County be consistent with RIVTAM;

WHEREAS the MOU Signatories desire that an updated version of RIVTAM will provide a consistent tool for cities, Agencies, and the County of Riverside to evaluate their plans, programs and projects;

WHEREAS the MOU Signatories desire that RIVTAM be used as the forecasting tool for regional transportation planning purposes;

WHEREAS the MOU Signatories desire to encourage Agencies in Riverside County to use RIVTAM as the basis for their own transportation planning purposes, where appropriate; and

WHEREAS the MOU Signatories desire to encourage private entities, such as developers and consultants to continue to use RIVTAM as the basis for their own transportation planning purposes in Riverside County, where appropriate.

NOW THEREFORE, the MOU Signatories hereby agree as follows:

- 1. RIVTAM Update Process.** The MOU Signatories agree to participate in a forthcoming RIVTAM update, which is anticipated to begin in 2017. The responsibilities for this update are as follows:
 - 1.1. WRCOG, RCTC, CVAG, and RCTD agree to jointly fund the RIVTAM update effort;
 - 1.2. All MOU Signatories agree to provide oversight for this effort;

- 1.3. All MOU Signatories agree to review the proposed RIVTAM specifications (Attachment A);
- 1.4. All MOU Signatories agree to participate in the consultant selection process including the review of any request for qualifications (RFQ), request for proposals (RFP's), consultant short-list meetings, any preproposal meetings, and other activities as necessary;
- 1.5. All MOU Signatories will receive an equal vote during the consultant selection process;
- 1.6. WRCOG agrees to serve as the prime contractor for the consultant selection process;
- 1.7. WRCOG agrees and will issue the consultant contract and serve as the consultant project manager; and
- 1.8. All MOU Signatories will participate in the Project Development Team (PDT) which will meet regularly.

2. RIVTAM Maintenance.

- 2.1. WRCOG will maintain official versions of RIVTAM for base and future years. WRCOG therefore commits to perform the following routine maintenance activities including:
 - 2.1.1. Incorporating into RIVTAM any updates necessary due to changes in plans and programs of Agencies;
 - 2.1.2. Corrections, such as facility type or number of lanes, that may arise during the use of RIVTAM as identified by the MOU Signatories, Agencies, and other parties using RIVTAM;
 - 2.1.3. Documenting and keeping a record of all model revisions and corrections;
 - 2.1.4. Informing MOU Signatories, Agencies, and other users of RIVTAM of revisions and corrections;
 - 2.1.5. Providing regular training in the use of RIVTAM; and
 - 2.1.6. Other tasks that may be needed by agreement of the MOU Signatories.

3. Use of RIVTAM by the Agencies.

- 3.1. RIVTAM will be freely available for use by all MOU Signatories and other Agencies within Riverside County. Each Agency using RIVTAM shall bear the cost for its own use and running of RIVTAM;
- 3.2. RIVTAM was designed to address most city and county level modeling needs in Riverside County;
- 3.3. The model inputs and zone system were designed with sufficient detail to support most city/county planning applications. The modeling methodology can support the evaluation of a range of highway, HOV and transit scenarios. The MOU Signatories will encourage the use of

RIVTAM by Agencies, other governmental jurisdictions, and private entities for their own transportation planning purposes;

- 3.4. Universal use of RIVTAM by the various parties including but not limited to the MOU Signatories, Agencies, private entities, and their consultants will ensure that planning decisions in Riverside County are made based on accurate and consistent travel forecasts;
- 3.5. Agencies and other public agencies within Riverside County may choose to employ consultants to apply RIVTAM at their sole discretion. These entities wishing to apply RIVTAM in-house would need to obtain software licensing agreements computer equipment, and staff capabilities as appropriate;
- 3.6. Off-the-shelf modeling input assumptions, datasets, and results, such as socio-economic data, network information, and daily and peak hourly traffic volume forecasts from completed RIVTAM runs will be available to Agencies directly from WRCOG at no cost. WRCOG will distribute this information via websites and other electronic media as appropriate; and
- 3.7. More extensive modeling efforts such as specific model runs, sub-area model development, and other related items will not be provided by WRCOG. MOU signatories, at their sole discretion, may choose to fund or directly provide RIVTAM analysis services to their member Agencies using their own resources.

4. Use of RIVTAM by Private Entities.

- 4.1. It is anticipated that RIVTAM will be used most frequently by consultants, on behalf either of an Agency or for a private entity. Use of RIVTAM by consultants is subject to the following provisions:
 - 4.1.1. Each consultant must sign a Model User Agreement prior to the initial release of RIVTAM files (Attachment B);
 - 4.1.2. Each user must notify WRCOG of any errors found in RIVTAM which will entail updates to RIVTAM; and
 - 4.1.3. Users must also notify WRCOG of any changes in the RIVTAM inputs, which may then be incorporated into RIVTAM updates depending on the nature of the changes.
- 4.2. Violating the provisions of the Model User Agreement may disqualify a consultant from further access to RIVTAM. The MOU Signatories shall have final say on whether any particular set of circumstances may constitute a violation of the User Agreement;
- 4.3. Each consultant desiring to use RIVTAM would need to obtain necessary software licenses, computer equipment, and staff capabilities as appropriate for the use of RIVTAM;
- 4.4. WRCOG will not provide any technical assistance in the set up or use of RIVTAM by consultants. It is the responsibility of consultants using RIVTAM to obtain appropriate training in the use of TransCAD; and
- 4.5. WRCOG will provide technical documentation and training in the use of RIVTAM subsequent to

the initial model development and on an annual basis after that at no cost to MOU Signatories, Agencies, and their consultants.

5. Subsequent Updates to RIVTAM

- 5.1. The Agencies agree that updates to RIVTAM may be necessary in response to changes in the plans and programs of the Agencies, or other reasons;
- 5.2. RCTC, RCTD, CVAG, SCAG, and Caltrans will notify WRCOG when they make changes in plans and programs that will necessitate updating the official version of RIVTAM;
- 5.3. WRCOG will make updates, as appropriate, and inform RCTC, WRCOG, CVAG, SCAG, and Caltrans, and other users of RIVTAM when minor updates are made to the official version of RIVTAM;
- 5.4. The Agencies, or their consultants, will not make any updates that are not consistent with RIVTAM modeling concepts and assumptions; and
- 5.5. Periodic updates of RIVTAM will be considered at such time as SCAG adopts new Socio-Economic forecasts, and only be made when the updates affect the RIVTAM consistency with SCAG's Regional Transportation Model assumptions. RCTC, WRCOG, CVAG, and RCTD will negotiate the cost of such major updates and make a recommendation for funding.

6. Sub-Area Model Development

- 6.1. The MOU Signatories acknowledge that there may be instances in which an Agency desires the development of a refined sub-area model for local planning purposes. Any Agency which develops a sub-area model must demonstrate, by submitting appropriate documentation to the MOU Signatories, that the finished model is consistent with RIVTAM before the model can be used for any purpose;
- 6.2. Consistency documentation will be reviewed and a consistency determination will be made jointly by the MOU Signatories; and
- 6.3. The MOU Signatories may issue future detailed guidelines regarding sub-area model consistency as required.

[Signatures on following page]

**SIGNATURE PAGE
TO
MOU FOR RIVTAM MODEL UPDATE, MAINTENANCE, AND USAGE**

IN WITNESS WHEREOF, the MOU Signatories hereby have made and executed this MOU effective as of the date first above written.

**Western Riverside
Council of Governments**

By: _____

Name: _____

Title: _____

**Coachella Valley Association
of Governments**

By: _____

Name: _____

Title: _____

**Riverside County
Transportation Department**

By: _____

Name: _____

Title: _____

**Southern California Association
of Governments**

By: _____

Name: _____

Title: _____

**Riverside County
Transportation Commission**

By: _____

Name: _____

Title: _____

**California Department of
Transportation**

By: _____

Name: _____

Title: _____



Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Alternative Compliance Program Development Update

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

Date: November 9, 2017

The purpose of this item is to provide the Committee an update on the development of a proposed, voluntary Alternative Compliance Program ("Program"). A Program would create a voluntary opportunity for alternative compliance with updated Municipal Separate Stormwater Sewer System (MS4) permit requirements which might otherwise be cost prohibitive for many developments. Funding for Program activities are included in WRCOG's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Requested Action:

1. Receive and file.

Stormwater management is a complex issue of which the MS4 permit is the primary mechanism to regulate stormwater. New regulations have required Regional Water Quality Control Boards (RWQCB) to update their MS4 permits to require additional stormwater treatment measures when new development occurs. These regulations may increase cost and the need for more land, thus negatively affecting the feasibility of new development. As a result, Regulators allow Programs to assist in complying with these new regulations. In 2016, WRCOG completed a study to understand the feasibility of a Program in the Southwest area of the region. WRCOG is interested in providing local jurisdictions a framework so that they are able to implement a program if they so choose – the framework would be a voluntary program.

Update

Since the last update in August 2017, WRCOG met with management from both RWQCBs – San Diego and Santa Ana. WRCOG discussed the potential Program and gathered input on how best to move forward. The meeting was well-received and both RWQCBs also encouraged the Program to coordinate and include RWQCB staff as development of the Program moves forward. WRCOG has included staff from both RWQCBs and will continue to do so in order to incorporate staff input in the development of the Program.

Since the WRCOG subregion lies within different RWQCB areas, the project team is approaching Program development differently. The San Diego RWQCB has indicated in their MS4 permit that an Alternative Compliance Program is eligible to meet the new MS4 requirements but have provided additional detail on what a Program must include. The MS4 permit for Santa Ana RWQCB region is currently on-hold, so it is not certain a Program is eligible. However, based on our conversations with staff, a Program is a high possibility, so the project team will work in unison with Santa Ana RWQCB staff.

Alternative Compliance Program Guidance Manual for San Diego RWQCB Region

The team is drafting an Alternative Compliance Program guidance manual. The manual will include information pertinent to Program components, such as document recording, credit / deficit recording, collecting fee-in-lieu and annual fees, and assuring ongoing maintenance and compliance. The next step for the manual development is the team will look into the Program credit process – how will the Program track, record, sell, etc. An outline of the Manual has been drafted, and has been provided as an attachment.

With this, WRCOG will reach out to member jurisdictions in the San Diego RWQCB region to request any potential projects currently planning or constructing to utilize as a “pilot project” only for the purposes to conduct a credit-generating exercise. This exercise is meant to enable interested cities and stakeholders concrete examples of how this Program will be executed. This work will continue to be presented to the WRCOC Committee structure for information and approval, when necessary.

It is critical to note the Program does not change any processes a project must pursue through the Water Quality Management Plan (WQMP). Any project developed by an applicant or a public entity will still complete a WQMP and go through the review process by the municipal jurisdiction and other permit agencies. The team is working to ensure there is no duplicative work if an applicant or public entity decides to participate in the Program. As it stands, the team has found there may be some overlap in required documents and engineering calculations, so the team has provided suggested edits to both Riverside County Flood Control and Water Conservation District and the County of Riverside for inclusion in their comments on the WQMP process to the San Diego RWQCB.

Program Development in Santa Ana RWQCB Region

The team would like to conduct preliminary tasks as an approach to ensure a Program would be eligible under the MS4 permit while the permit is in progress. The tasks will include the following:

- Program Project Identification
 - o Steps will include identifying potential project locations, developing technical parameters for storm water benefits, developing watershed opportunities and constraints, developing construction approach and cost impacts, identifying regulatory constraints and environmental approach, and, finally, determining top three project locations
- Program Development
 - o Steps will include developing Framework with benefits analysis, preparing summary report and collaborating with the Santa Ana RWQCB and resource agencies on pilot projects
- Program Implementation
 - o Steps will include developing implementation strategy with project partners (local agencies, regulatory agency, NGOs, stakeholders), designing development and environmental review, and developing finance plan for construction and operation & maintenance

The team will provide frequent updates to the WRCOG Committees on a necessary basis so they are informed of Program developments specific to this work, as a majority of WRCOG member agencies lie within the Santa Ana RWQCB area.

Prior Action:

August 10, 2017: The Public Works Committee received and filed.

Fiscal Impact:

The Alternative Compliance Program (Water Quality Enhancement) WQEF is a Program that is included in the Agency’s adopted Fiscal Year 2017/2018 Budget under the Transportation Department. At this time, WRCOG is not requesting that any member agency provide direct funding for this effort beyond any staff time currently allocated.

Attachment:

1. WRCOG Alternative Compliance Program Technical Guidance Manual Outline.

Item 5.E

Alternative Compliance Program
Development Update

Attachment 1

WRCOG Alternative Compliance
Program Technical Guidance Manual
Outline

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Cover Page

Definitions and Acronyms

1. Introduction
 - 1.1 Purpose & Intent of the Alternative Compliance Program
 - 1.1.1 Overall purpose
 - 1.1.2 Development through Technical Advisory Committee, studies
 - 1.1.2 Roles of public agencies and the private sector
 - 1.2 MS4 Permit Requirements
 - 1.2.1 General provisions; scope of regulation; applicability; special cases of development
 - 1.2.2 "Crediting" Process
 - 1.2.3 Specific Requirements
 - 1.3 Policies for Use of Alternative Compliance
 - 1.3.1 Types of Alternative Compliance projects
 - 1.3.2 Applicable Manuals and Technical Guidance
 - 1.3.3 Infeasibility vs. Voluntary Option
 - 1.3.4 Legal Options for Alternative Compliance (Credit trading/sharing)
 - 1.3.5 Mitigation of the Annual Runoff Retention through Alternative Compliance measures
 - 1.3.6 Operation and Maintenance Provisions
2. Application Components
 - 2.1 Overview
 - 2.2 PDPs with an Alternative Compliance component:
 - 2.2.1 PDPs generating credits
 - 2.2.2 PDPs utilizing credits (PDPs with documented deficit)
 - 2.3 Alternative Compliance capacity projects
 - 2.4 Credit trading/sharing
 - 2.5 Required Information for Tracking, Accounting and Crediting
 - 2.5.1 Use of WQE worksheets
 - 2.5.2 Pollutant credits
 - 2.5.3 Hydromod credits
 - 2.6 Maps, Exhibits, and Plan Sheets
 - 2.7 Operation, Maintenance and Monitoring Plan
 - 2.8 Recording and legal documents
3. Development Review Procedures
 - 3.1 Process Overview
 - 3.2 Municipally-generated credit projects
 - 3.3 Tracking, accounting, and crediting
 - 3.3.1 Required reporting
 - 3.3.2 Periodic inspections
 - 3.3.3 Correction of deficiencies
 - 3.4 Dispute resolution process

Appendices

- A. WQE Worksheets (potentially modified to be specific to the County)

B. Adopted WQE Guidance



Western Riverside Council of Governments

Public Works Committee

Staff Report

Subject: Complete Streets Training Update

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

Date: November 9, 2017

The purpose of this item is to provide advanced notice for a Complete Streets training workshop for the Public Works Committee (PWC) members scheduled for March 8, 2018 – this training will be held in-lieu of the PWC monthly meeting. Training will be geared towards learning how to capitalize on the Complete Streets opportunities in the WRCOG subregion.

Requested Action:

1. Discuss and provide input.

Complete Streets describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all multi-modal users. WRCOG staff will WRCOG member jurisdictions the opportunity to receive Complete Streets training. The training will be catered to the opportunities in the subregion. Training will be free-of-charge to WRCOG member jurisdiction staff, and different workshops will be offered to target different sets of staff / stakeholders. WRCOG is also looking into the opportunity to team with partner agencies, in order to create economies of scale, and offer multiple training opportunities.

Complete Streets training

At the April 2017 PWC meeting, the idea of offering Complete Streets training to WRCOG member agencies was brought forth. PWC members commented that the workshops can be valuable and asked staff to provide more information on the level of training that can be offered. WRCOG staff has requested the assistance of Alta Planning + Design (Alta) to lead the Complete Streets training workshops, and brainstorm on the different types of training that can be provided.

Alta will tailor the Complete Streets Design and Policy workshops based on the specific needs of the communities in the WRCOG subregion. Alta is also proposing to tailor these workshops to three specific audiences. Specifically, the two-hour workshop listed below will be tailored for PWC members. WRCOG is proposing to hold this workshop on March 8, 2018, in-lieu of the monthly PWC meeting. Dates for the other workshops have yet to be determined, but will be held around the March 2018 timeframe.

- **Workshop for Public Works Directors / Public Works Committee (2 hours)**

This 2-hour training will intensively address the need for a Complete Streets perspective, establishing and implementing policy and design guidelines, and addressing common concerns such as engineering flexibility and using federal funding. This workshop is designed for staff that have limited time while also needing to lead their staff based on policies, procedures, and design guidelines that are at the forefront of best practices.

- **Workshop for Public Works / Planning Department Staff (6 hours)**

Agency staff is at the forefront of policy implementation and therefore need to be thoroughly knowledgeable about best practices for Complete Streets design. This in-depth workshop will focus on planning, design and review of projects within the right-of-way and address common concerns and misconceptions.

- **Workshop for Public Stakeholders / Public Health Officials (3 hours)**

Public stakeholders and health officials play a vital role in ensuring that the built environment addresses common concerns such as safety and public health. There are often misconceptions related to designing for safe and enjoyable multimodal travel. This workshop will provide an overview of why Complete Streets is important to these stakeholders, common design elements, and how to actively engage in supporting Complete Streets policies and projects. Since this workshop will be more outward facing than the other two, the budget accounts for additional staff time coordinating and promoting the event.

Prior Action:

April 13, 2017: The Public Works Committee received and filed.

Fiscal Impact:

The Complete Streets Design and Policy workshop is programmed in the Agency's Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachment:

None.



Western Riverside Council of Governments Public Works Committee

Staff Report

Subject: WRCOG Grant Submittal Update

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

Date: November 9, 2017

The purpose of this item is to provide an update of WRCOG's submittals to various grant opportunities.

Requested Action:

1. Receive and file.

Based on the discussion at WRCOG's various standing Committees meetings and requests from member agencies, WRCOG has submitted grant applications to various grant opportunities in order to conduct studies and provide plans for the WRCOG subregion. These studies and plans have provided assistance to WRCOG member agencies in Sustainability, Transportation, and Alternative Fuel infrastructure, among others. WRCOG recently submitted two grant applications for the Caltrans Sustainable Transportation Planning Grant Program. WRCOG also received a grant from the Southern California Association of Governments (SCAG) that will be kicking off in November 2017.

Caltrans Sustainable Transportation Planning Grant Program – WRCOG Applications

WRCOG submitted two applications on October 20, 2017, for the Caltrans Sustainable Transportation Planning Grant Program. The first application, WRCOG / San Bernardino County Transportation Authority (SBCTA) Climate Adaptation Toolkit, was submitted in the Adaptation Planning category. WRCOG and SBCTA submitted a joint application for climate adaptation funding from Caltrans for development of a regional Climate Adaptation Toolkit. The Toolkit will build from WRCOG's subregional climate vulnerability assessment and include four primary components: 1) development of a Regional Climate Collaborative; 2) City-Level Climate-Related Transportation Hazards and Evacuation Maps; 3) a Climate Resilient Transportation Infrastructure Guidebook; and 4) a Regional Climate Adaptation & Resiliency Template.

The second application, Smart Cities in Western Riverside County: Preparing Today for Tomorrow's Transportation, was submitted in the Sustainable Communities category. WRCOG is proposing to lead a regional effort to research and evaluate emerging technologies that could change the way cities develop and operate in the future. These emerging technologies include signal coordination, autonomous vehicles, car sharing, bike sharing, alternative fueled vehicles, broadband, wireless communications, applications, and LED streetlights. The study will result in a toolbox of best practices and strategies that WRCOG subregion cities can use to influence advances coming their way. Grant announcements are expected in December 2017.

SCAG Sustainable Planning Grant Program – Project Kick-off

WRCOG received a grant under SCAG's Sustainable Planning Grant Program for SB 743: Pathway to Implementation in Western Riverside County. SB 743 changes how transportation impacts are measured under the California Environmental Quality Act. The proposed study aims to develop localized guidelines, thresholds, and mitigation measures related to SB 743. The study will develop standardized, off-the-shelf,

vehicle miles travelled (VMT) data for cities to utilize, develop appropriate VMT mitigation measures tailored to Western Riverside County, examine existing WRCOG programs for consistency with SB 743, and develop a VMT calculator. The procurement process is underway and WRCOG staff hopes to kick-off the process in mid-November 2017. WRCOG seeks any member agency that may be interested in this project to participate in the stakeholder group. The stakeholder groups should commence meeting at the beginning of 2018.

Prior Action:

None.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachment:

None.