



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** TUMF Program Activities Update: Approval of One TUMF Reimbursement Agreement Amendment

**Contact:** Brian Piche-Cifuentes, Transportation Analyst I, [bpiche-cifuentes@wrcog.us](mailto:bpiche-cifuentes@wrcog.us), (951) 405-6705

**Date:** October 7, 2024

### **Recommended Action(s):**

1. Authorize the Executive Director to execute a third TUMF Reimbursement Agreement Amendment with the City of Corona for the Planning, Engineering, and Construction Phases of the McKinley Street / BNSF Railroad Grade Separation Project in an amount not to exceed \$12,853,600.

### **Summary:**

The City of Corona is requesting to enter into a TUMF Reimbursement Agreement Amendment with WRCOG for an \$11,223,000 investment to construct a 4-lane grade separation at the BNSF crossing on McKinley Street, including sidewalks, bicycle lanes, and a tied arch bridge. The project aims to improve infrastructure, reduce traffic congestion, and enhance quality of life, with a total cost not exceeding \$12,853,600.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to request approval of one TUMF Reimbursement Agreement Amendment. This effort supports WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

### **Discussion:**

### **Background**

WRCOG's TUMF Program is a subregional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County. A Reimbursement Agreement is a document between WRCOG and a member agency that allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF project. To enter into a Reimbursement Agreement, the funding for the project must first be allocated in the appropriate TUMF Zone Transportation Improvement Program (TIP). TUMF Agreements and Amendments are initiated by their respective agencies when that agency is ready for the infrastructure development.

A TUMF Credit Agreement is a document between WRCOG, a member agency, and a developer, and allows WRCOG to provide credit towards TUMF fees. This credit is established by work completed for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF facility. To enter into a Credit Agreement, the project must have eligible funding identified in WRCOG's current TUMF Nexus Study. TUMF Credit Agreements give credit for eligible infrastructure built as part of new development. Developers contribute to the TUMF Program through direct work on facilities. The maximum amount of credit a developer can receive is determined through the TUMF Nexus Study project list.

### **Present Situation**

#### **TUMF Reimbursement Agreement Amendment:**

1. The McKinley Street / BNSF Railroad Grade Separation (05-NW-COR-1048) set the amount of funding in the Planning and Engineering phases to an amount not to exceed \$1,630,600. An increase in project funding has now been requested by the City in a third Amendment of \$11,223,000, for a total not to exceed \$12,853,600.

#### **Prior Action(s):**

**October 30, 2010:** The Executive Committee authorized the Executive Director to execute a second TUMF Reimbursement Agreement Amendment with the City of Corona for the McKinley Street / BNSF Railroad Separation in an amount not to exceed \$1,630,600.

**March 17, 2010:** The Executive Committee authorized the Executive Director to execute a first TUMF Reimbursement Agreement Amendment with the City of Corona for the McKinley Street / BNSF Railroad Separation in an amount not to exceed \$1,750,000

**August 30, 2005:** The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Corona for the McKinley Street / BNSF Railroad Separation in an amount not to exceed \$1,500,000.

#### **Financial Summary:**

The Reimbursement Agreement noted is consistent and included within the respective Zone TIP. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund.

#### **Attachment(s):**

[Attachment 1 - TUMF Reimbursement - Amendment #3 - McKinley Street - BNSF Railroad Separation](#)

**AMENDMENT NO. 3 TO TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT**

**MCKINLEY STREET/BNSF RAILROAD SEPARATION**

This Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 3”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF CORONA** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **August 30, 2005** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **McKinley Street/BNSF Railroad Grade Separation (SR91 to Magnolia)** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment to Transportation Uniform Mitigation Fee Program Agreement” that is dated March 17, 2010 for the purpose of making the funding amount consistent with the Northwest Zone Transportation Improvement Program (“Amendment No. 1”)/

C. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment 2 to Transportation Uniform Mitigation Fee Program Agreement” that is dated October 30, 2013 for the purpose of increasing the funding amount (“Amendment No. 2”).

D. The Parties desire to amend the Agreement, as amended by Amendment Nos. 1 and 2, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

E. The increase in the funding amount and other revisions are needed for completing the Project described in the Agreement and the Parties desire to amend the Agreement to allow certain newly available funding to be used for funding the Right-of-Way and Construction phases of the Project pursuant to the Agreement.

### **AGREEMENT**

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

1. The Funding Amount contained in Section 2 of the Agreement, as amended by Amendment Nos. 1 and 2, is hereby increased by **Eleven Million Two Hundred Twenty-Three Thousand Dollars (\$11,223,000)** from **One Million Six Hundred Thirty Thousand Six Hundred Dollars (\$1,630,600)** to an amount not to exceed **Twelve Million Eight Hundred Fifty-Three Thousand Six Hundred Dollars (\$12,853,600)**.

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. Exhibits "A", "A-1", and "A-2" of the Agreement, as amended by Amendments Nos. 1 and 2, are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 3, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into Amendment No. 3.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement, as modified, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed by their duly authorized representatives to be effective on the day and year first written above.

**WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS**

**CITY OF CORONA**

By: \_\_\_\_\_  
Dr. Kurt Wilson, Executive Director

By: \_\_\_\_\_  
Savat Khamphou, Public Works Director

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

By: \_\_\_\_\_  
Dean Derleth  
City Attorney

Attest:

By: \_\_\_\_\_  
Sylvia Edwards, City Clerk

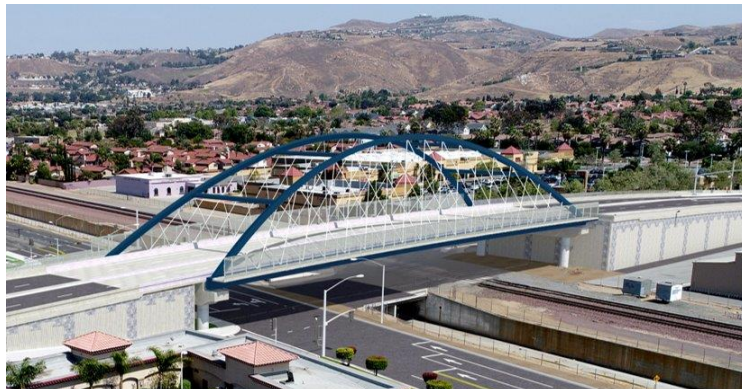
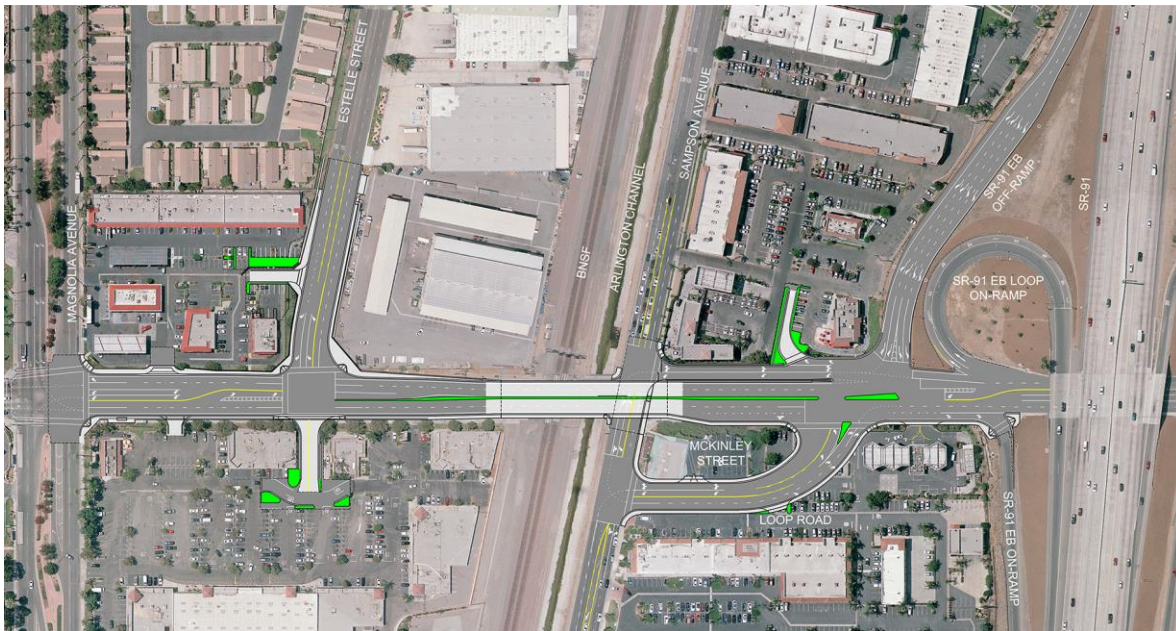
## Exhibit A

## SCOPE OF SERVICES

## 1. SCOPE OF WORK:

Construction of a 4-lane overhead grade separation at the BNSF crossing at McKinley Street just south of Sampson Avenue. Project limits extend from Magnolia Avenue to the South to the State Route 91 to the north covering approximately 2300 lineal feet including 0.75 miles of new sidewalk improvements and 0.5 miles of class II bicycle lanes. The new 290 foot plus long tied arch bridge crosses over the railroad tracks and the Arlington Channel and Sampson Avenue, both located within 100 feet north of the tracks. The project will add a new loop road across from the SR-91 westbound ramps to connect McKinley Street to Sampson Avenue. The project also modifies the eastbound off-ramp, eastbound loop on-ramp, and the eastbound slip on-ramp at the SR-91 freeway.

TUMF funds will be utilized for PA&ED, PS&E, RIGHT OF WAY, and CONSTRUCTION phases as indicated in Exhibit “A-1”.



**EXHIBIT "A-1"****ESTIMATE OF COST**

<b>Phase</b>	<b>TUMF</b>	<b>LOCAL</b>	<b>TOTAL</b>
<b>PA&amp;ED</b>	\$175,600	\$0	\$175,600
<b>PS&amp;E</b>	\$1,455,000	\$68,000	\$1,523,000
<b>RIGHT OF WAY</b>	\$2,947,000	\$5,002,000	\$7,949,000
<b>CONSTRUCTION</b>	\$8,276,000	\$8,411,000	\$16,687,000
<b>TOTAL</b>	\$12,853,600	\$13,481,000	\$26,334,600

## Notes:

1. Amounts shown for the Right of Way Phase and Construction Phase are the estimated amounts of funding for each phase. Actual funding obligations for the Right of Way and Construction Phase are anticipated to be completed through a later amendment of the agreement or by a separate agreement.

**EXHIBIT "A-2"**  
**PROJECT SCHEDULE**

**TIMETABLE:**

<b>Phase</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>	<b>Comments</b>
<b>PA&amp;ED</b>	03/2019	\$1,694,000	Completed
<b>PS&amp;E</b>	08/2021	\$11,183,000	Completed
<b>RIGHT OF WAY</b>	09/2021	\$52,856,000	Right of Way Certification/Possession Date
<b>CONSTRUCTION</b>	10/2025	\$89,143,075	Estimated
<b>TOTAL</b>		\$154,876,075	