RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of ______, 2023 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and City of Temecula ("RECIPIENT"). RCTC and RECIPIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.
- B. Under RCTC's SB 821 Bicycle and Pedestrian Facilities Program ("PROGRAM"), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects ("CALL FOR PROJECTS") is anticipated to be issued biennially by RCTC.
- C. On February 6th, 2023, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2023/24 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.
- D. Based on the application attached as <u>Attachment 1</u> and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Pauba Road Sidewalk Improvements Project ("PROJECT").
- E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. <u>Incorporation of Recitals</u>. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.
- 2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Three Hundred Sixty-Two Thousand Six Hundred Dollars (\$362,600), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless

otherwise mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) ninety days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval by RCTC in its sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how any unused FUNDING AMOUNT will be used for a proposal to support the PROJECT or other use that supports the goals and requirements of the PROGRAM.

Eligible Project Costs. Reimbursement for PROJECT costs 2.1 ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 et seq.), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a scope change request electronically via RCTC's online tracking and reporting system known as the Rivtrack system and accessible at https://rivtrack.rctc.org/ ("Rivtrack system"). The electronically submitted scope change request must include the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement. Such request is subject to written approval by RCTC, in RCTC's sole discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern. Notwithstanding the foregoing, in the case of a conflict, the most stringent requirement shall govern, unless prohibited by applicable law or otherwise agreed upon by RCTC.

- 2.2 <u>Timing for Project Completion</u>. In accordance with the PROGRAM policies attached hereto as <u>Attachment 2</u>, RECIPIENT has thirty-six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete by RCTC following the submission of the PROGRAM funding claim form completed electronically via the Rivtrack system. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a time extension request electronically via the Rivtrack system. Before and after PROJECT photographs must be uploaded with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.
- 2.3 <u>Increases in Project Funding.</u> The FUNDING AMOUNT may, at RCTC's sole discretion, be augmented with additional PROGRAM funds and local agency match funds proportionate to the amounts included in Section 3 if there is a FUNDING AMOUNT balance and the RECIPIENT provides justification as to the reason for the funding

increase. Any such increase in the FUNDING AMOUNT must be approved in writing by RCTC's Executive Director and RCTC shall be under no obligation whatsoever to approve any increase in the FUNDING AMOUNT. No such increased funding shall be expended to pay for any PROJECT work already completed.

- 2.4 <u>Cost Savings</u>. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC for other RECIPIENT projects that align with the PROGRAM. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.
- 2.5 <u>No Funding for Temporary Improvements.</u> Only segments or components of improvements that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.
- 2.6 Review and Reimbursement by RCTC. Upon submission into Rivtrack, of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 2.
- 2.7 Recipient's Funding Obligation to Complete the Work; Limitation of RCTC Obligations. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any work performed under the SCOPE OF WORK, for the PROJECT, or at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.
- 2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment,

if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

- 2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the FUNDING AMOUNT set forth in Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.
- 3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Four Hundred Seventy Thousand One Hundred Dollars (\$470,100) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.
- 4. <u>Term</u>: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.
- 5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.
- 6. <u>Indemnification</u>. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death ,arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, consultants and

contractors arising out of or in connection with the performance of this AGREEMENT, the PROJECT or the SCOPE OF WORK. RECIPIENT'S obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds. The indemnity obligation shall not apply to the extent of any negligence or willful misconduct of RCTC, its officials, officers, employees, agents, and consultants. This section shall survive the expiration or termination of this Agreement.

- 7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2023, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2023.
- 8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.
- 9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.
- 10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.
- 11. <u>Binding on Successors in Interest</u>. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the

- specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.
- 12. <u>Independent Contractors.</u> Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.
- 13. <u>Conflicts of Interest.</u> For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.
- 14. <u>Termination</u>. This AGREEMENT may be terminated for cause or convenience as further specified below.
- 14.1 <u>Termination for Convenience</u>. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.
- 14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.
- 14.3 <u>Termination for Cause</u>. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.
- 14.4 <u>Effect of Termination for Cause</u>. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that

RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. **Notwithstanding** termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

- 14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the right to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.
- Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- 15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective. Notwithstanding the foregoing, invoices and requests for changes to the SCOPE OF WORK, shall be submitted through the Rivtrack system as specified in this AGREEMENT.

TO RCTC:

TO RECIPIENT:

Anne Mayer **Executive Director RCTC** 4080 Lemon Street, 3rd Floor Riverside, California 92501 Phone: (951) 787-7141 e-mail: amayer@rctc.org

Director of Public Works/City Engineer City of Temecula 41000 Main Street Temecula, CA 92590 (951) 694-6411

Patrick Thomas

patrick.thomas@temeculaca.gov

cc: JChan@RCTC.org

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

- 16. <u>Prevailing Wages</u>. RECIPIENT is alerted to the requirements of California Labor Code Sections 1770 <u>et seq.</u>, which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a "public work," as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of "public work." RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 <u>et seq.</u> on the PROJECT.
- 17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.
- 19. Governing Law; Venue and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. Venue shall be in Riverside County. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.
- 20. Attorneys' and Other Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.
- 21. <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 22. <u>Section Headings and Interpretation</u>. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.
- 23. <u>No Waiver</u>. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of

such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.

- 24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.
- 25. <u>Counterparts</u>. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.
- 26. <u>Form of Signatures</u>. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.
- 27. <u>Survival</u>. All rights and obligations under this AGREEMENT that by their nature are to continue after any expiration or termination of this AGREEMENT shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

AGREEMENT NO. 24-62-021-00 RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC	
	RECIPIENT
D	CITY OF TEMECULA
Anne Mayer, Executive Director	By:
	Name_Zak Schwank
	Title: Mayor
APPROVED AS TO FORM	ATTEST:
Best, Best & Krieger LLP	By:
Ву:	Name Randi Johl
t, Best & Krieger LLP	Title: City Clerk
	APPROVED AS TO FORM
	By:
	Name: Peter M. Thorson
	Title:City Attorney

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

Questionnaire Tab

Email address:	julie.tarrant@temeculo	aca.gov			
Project Name:	Pauba Road Sidewalk	Improvements			
Has this Project been previo No	ously awarded in a past S	B 821 Cycle?			
Yes, in 17-18 FY Cycle					
Yes, in 19-20 FY Cycle					
Yes, in 21-22 FY Cycle					
Lead Agency:	Temecula				
Memorandum of Unde	erstanding				
By October 1, 2023, awardee the individual who will be th		MOU with the Commissio	n. To streamline the proces	s, please provide the name o	and contact information or
This is typically the City Mar	nager, City Engineer, or Pu	ublic Works Director.			
MOU Signatory *		Title: *			
Patrick Thomas		Director of Public Wo	ks/City Engineer		
Email address: *					
patrick.thomas@temecu	laca.gov				
Project Contact Perso	n				
Provide contact information	n for Project's contact per	rson. This could be the Pub	lic Works Director, the Proje	ct Manager, or other City/C	ounty Staff.
Project Contact is the s	ame as current user				
Project Contact Person: *		Title: *			
Julie Tarrant					
Email address: *		Phone Number: *			
julie.tarrant@temeculaco	a.gov	(951) 694-6463			
Project Overview					
Project Type (check all that	apply) *				
Bicycle Project 🗸	Pedestrian Project	Multi-use Trail Project	Non-Infrastructure/Plan		
Project Locate in a Disadva	ntage Community, per SI	B-535? *			
Yes					
No					
Partial					
Does the proposed project i	include any of the followi	ng (check all that apply)?	*		
Curb					
Gutter					
Driveway Ramp Project does not inclu	ude any of the above				
Is the benefit provided for the		ist/pedestrian? *			
	Sandarvo doo or bioyor	.s., podostian.			
Yes No					

Project Application Tab

Project Number: 000182 Agency: Temecula

Project Type: Pedestrian Project

Project Name: Pauba Road Sidewalk Improvements Status: Submitted To RCTC

A. Scope of Work (500 Characters)

The proposed project includes design and construction of sidewalk improvements along the south side of Pauba Road, between Elinda Road and Showalter Road. Project construction to include, 2,300 LF of 6-foot-wide sidewalk, five (5) ADA accessible ramps, and construct portions of curb and gutter to complete gap closures, and re-alignment & re-striping of 1,180 LF of Class II bike lane from Ynez Road to La Primavera Street.

426 of 500 Characters

B. Funding

Enter the project costs for PA/ED, PS&E, ROW, Construction and Local Match in the fields provided below. The gray fields contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits.

10% Programming Cap: \$690,120.20 20% Programming Cap: \$1,380,240.40 **RCTC** Split % Split % Agency PA & ED: Local Match: Local Match: 0.00 470,100.00 470,100.00 56% 56% PS & E: SB 821 SB 821 66,500.00 362,600.00 44% 362,600.00 44% Request: Request: ROW: 0.00 100% 100% Construction: 651,000.00 Administration: 115,200.00 **Total Project** 832,700.00 Cost:

C. Schedule

For completed phases, provide supporting documentation such as copies of environmental clearance, title sheet of 100% plans with engineer's stamp, or right of way clearance and attach in section J.

	Start	End
PA & ED:	06/01/2020	07/01/2023
PS & E:	06/01/2020	07/31/2023
ROW:		
Construction:	09/01/2023	01/31/2024
Close out:	02/01/2024	04/30/2024

Describe the project background and the existing conditions of the larger project area and or project vicinity. Discussion can include background information on current roadway configuration, missing bike and pedestrian facilities, and importance of project to local active transportation users. If possible, upload photographs of existing conditions.

Describe the project in its entirety. Include the purpose and need, benefit, and location of the project. Provide a map showing existing and proposed project improvements. If available, upload typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features in section J.

The City of Temecula is applying for SB-821 FY 2023-2024 grant funding for sidewalk and bike lane improvements to a segment of Pauba Road that spans between Ynez Road and Showalter Road. There are no future development projects in the area that could be conditioned to implement these improvements. The improvements to the bike and pedestrian pathways will increase safety, improve mobility, and increase accessibility to many facilities in the area. Pauba Road is a highly used secondary arterial that runs east to west, connecting four major arterials: Ynez Road, Margarita Road, Meadows Parkway, and Butterfield Stage Road. Pauba Road runs through the center of Temecula and provides critical transportation to residences, schools, parks, recreational facilities, and commercial centers. The proposed improvement project will complete the missing link of sidewalk in the area by constructing sidewalk, ADA accessible ramps, and to re-align and restripe an existing Class Il bike lane. (Ref: Exhibit 1 - Project Background & Description Map-Location Map & Photos-Existing & Proposed) This project is a part of the City of Temecula's Multi-use Trails and Bikeways Master Plan (TBMP). The Masterplan was originally introduced in FY2002 and included public participation via surveys, two community workshops, a Hike/Bike event, and several meetings with the City Council Trails/Open Space Ad Hoc Subcommittee. The public input was used to determine the that residents desired walking and biking trails to link non-motorized facilities to a comprehensive network that connects to schools, parks, open spaces, shopping, and employment centers. In FY2015-2016 an update to the Master Plan study was completed, identifying areas with missing sidewalk and bikeways. The proposed Pauba Road Sidewalk Improvement project will complete a missing link of pedestrian access identified by the Multi-use Trails and Bikeway Master Plan. (Ref: Exhibit 2 - Citywide Sidewalk Analysis Master Map) Pauba Road was also a part of the Cities Sidewalk Study. The Sidewalk Study included a Citywide gap analysis, identifying missing links throughout the City and prioritizing construction as funds become available. The sidewalk segments were compiled and ranked based on the benefit to cost ratio. The Pauba Road segment received score of 44 and was ranked 12th in priority on the list of missing sidewalk improvements. The score and rank were result of the relatively low-cost improvements that yield high pedestrian benefits in the access area. In addition to the Pauba Road segment being included in the TBMP and the Sidewalk Study, the segment was also included in Temecula's ADA Transition Plan. The ADA Transition Plan was developed in FY2017/18. The plan included a comprehensive accessibility compliance evaluation of all city facilities including building, parks, and public right of way. Assessments in the ADA Transition Plan were conducted to identify barriers preventing disabled access, including a prioritization of projects to remove such barriers, and estimate costs to complete each improvement. In the ADA Transition Plan, Pauba Road's missing sidewalk link was identified as a 'high priority' location, primarily due to no existing pedestrian path of travel and its proximity to various school sites, parks, and public facilities. The ADA improvements for this project will include the construction a 0-2% grade sidewalk and constructing of five ADA accessible ramps at each street crossing between Elinda Road and Showalter Road. The purpose of the proposed sidewalk improvements is to complete the missing link in the pedestrian facilities infrastructure. The Pauba Road segment needs improvements to the bicycle and pedestrian facilities due to the large number of residents in the area that would benefit from accessibility to non-motorized travel. (Ref: Exhibit 3 - FY23-24 Bicycle and Pedestrian Facilities Program - Pauba Road PW19-20), which shows multiple facilities adjacent to project area which residents could safely access upon completion of this project. The sidewalk and bicycle improvements would further encourage active transportation access to recreational facilities, parks, schools, public facilities, and commercial centers. The proposed improvements will complete a safe walking and biking path that will encourage use and enhance connectivity and allow for multi-modal access.

E. Destinations Served (2 points for each destination served, max 14 points)

Briefly summarize and list all the destinations served by the proposed project. Provide a project vicinity map identifying all the destinations served by the proposed project within a ¾ mile or a 2-mile radius. Destinations are schools or higher education facilities, commercial centers, municipal or any other civic centers, medical facilities, and recreational centers.

For pedestrian projects, the destinations need to be within ¾ mile radius to be eligible. For bicycle or multi-use trail projects, destinations need to be within a 2-mile radius. Each destination served will receive 2 points each.

On the map, provide a ¾ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

The Pauba Road Sidewalk project will create safe pedestrian and bicycle transportation to numerous parks, schools, public facilities, and business centers. Completion of this project will support pedestrian and bicycle access and active transportation to a total of 689 pedestrian destinations within a % mile and 2,171 bicycle destinations within a 2-mile radius of the project. Pedestrian and bicycle access destinations are listed below; (Ref: Exhibit 4 - Destinations Served Map & Tables 1 & 2 - Pedestrian / Bicycle Destinations)

F. Safety (max 15 points)

Describe the extent to which the proposed project will increase safety for the non-motorized public. Additionally, explain any safety enhancement features included in the project scope, such as rectangular rapid flashing beacons, bicycle box (see https://safety.fhwa.dot.gov/provencountermeasures/). Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision or injury history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project. Additionally generate a collision heat map for the project site using collision data from the last ten years. Heat map can be generated using the ATP Maps & Summary interface from TIMS (https://tims.berkeley.edu/) or Crossroads. Upload map in section J.

This project will provide safe dedicated routes for active transportation users to travel along Pauba Road and enhance Temecula's transportation network. The existing condition along the southside of Pauba Road between Elinda Road and 190-feet east of Showalter Road does not include a sidewalk. The area is already fully developed with residential housing and there are no future development projects which could be conditioned to implement pedestrian and bicycle improvements. Filling in this sidewalk gap for Pauba Road will enhance the following items of safety: • Class II bike lane striping and signage will increase awareness and visibility for motorist and bicyclist. • Bike lanes will be buffered bike lanes, decreasing the risk for collisions by increasing the distance between cyclists and vehicles. • Dedicated pedestrian and bicycle paths will minimize sharing the road with vehicles and decrease traffic conflicts. • The continuous sidewalk path will minimize the need to cross the secondary arterial to access a dedicated walking path. • Improvements will increase the connectivity of active users to access vital destinations and minimize conflicts with vehicular traffic. There are numerous destinations adjacent to Pauba Road, including many schools. Students in the area attend a variety of schools. The total currently enrolled students within the %-mile and 2-mile radius of the project. (Ref: Table 3 - Student Attendance Figures) Collision History In 2013, there was one pedestrian crash within the project area, which involved serious injuries. The collision location can be seen in the Safety Project Map, showing collision data from 2011-2022. (Ref: Exhibit 5 - Safety Project Map SWITRS GIS Map) The pedestrian collision was result of a group of individuals walking from the Ronald H. Roberts Temecula Public Library to another destination. At the time of the incident, there was no existing sidewalk in the area, therefore, the individuals were forced to walk along the bike lane. The individuals were unfortunately struck by a vehicle. The TIMS Collision report can be seen in (Ref: Exhibit 6 -TIMS_Crash_Details_CASEID_6019801). Additional crash report details can be seen in the following exhibit. Pedestrian Collison History - Ref: Exhibit 7 - Collision Table Since the collision occurred, there has been sidewalk improvements to Pauba Road to allow for safer pedestrian travel. Completion of this project would fill in the final sidewalk gap without development potential along Pauba Road. Filling in this sidewalk gap will prevent future pedestrian & vehicular collisions from occurring and provide a safe walking space for all accessing the various facilities in the area. The current Engineering and Traffic Survey within the project area can be seen in (Ref: Exhibit 8 - Pauba 85th_approved) The 85th percentile speed of motorized vehicles found within the project area is 46 and 45 miles per hour. There is a high pedestrian volume in the area due to the proximity to various schools, parks, and other facilities. With the higher amounts of pedestrians, there is as also more pedestrian accidents surrounding the project area. (Ref: Exhibit 9 - Photos of Existing Safety Hazards). Additional crash report maps and history can be seen in the two attachments (Ref: Exhibit 10 - TIMS - Transportation Injury Mapping System and Exhibit 11 - Collision Summary - Pauba Road-Ynez to Showalter_2018-2023). From these reports, a total of five vehicular collisions occurred between Ynez Road and Showalter Road from 2018current. In addition, there were 5 crashes involving pedestrians and one crash involving a bicyclist within a half a mile of the project area.

G. Multimodal Access (1 point each, max 6 points)

In a project vicinity map, identify all the bus routes, Metrolink stations, park-and-ride facilities, bicycle lanes, sidewalks or crosswalks improved by the proposed project within a ¾ mile or a 2-mile radius.

For pedestrian projects, these amenities need to be within ¾ mile radius to be eligible. For bicycle or multi-use trail projects, amenities need to be within a 2-mile radius. Each amenity will receive 1 point.

On the map, provide a ¼ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points. Upload map in section J.

Below, discuss how the project along with its nearby amenities encourage multi-modalism. Briefly summarize and list all the bus stops, Metrolink Stations, park-and-ride facilities, missing bicycle or sidewalks, or crosswalks enhanced by the proposed project and indicate if the items are existing or planned.

The City of Temecula promotes and is a part of the transportation network for RTA bus stops. The project area has 57 RTA bus stops and 53.8 miles of bike lanes within the 2-mile radius of the project. The project improvements will fill in the gaps of sidewalk and provide connectivity to the transit system. The project area also has four park-and-ride facilities within a 2-mile project radius. The City of Temecula Park and Ride, Rancho Community Park and Ride, United Methodist Church Park and Ride, and Orchard Christina Fellowship Park and Ride. (Ref: Exhibit 12 – Multimodal Project Access Map). This exhibit also lists 12 bus stops, one park and ride, and 11.7 miles of bike lanes within 3/4-mile of the project area. The two tables below list the bus stops, park and ride locations, and miles of bike lanes within the 2-mile and ¾-mile radius of the project. (Ref: Tables 4 & 5: Multimodal Destinations within 2-mile and 3/4 mile radius)

H. Matching Funds (max 10 points)

10% Programming Cap: \$690,120.20 Agency Split % Match Points 470,100.00 SB 821 Request: 362,600.00 44%

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

I. Population Equity (max 5 points)

Agency: Temecula

Population Equity Points

Upload attachments indicated from previous sections.

Title	Document Type
Commitment to Local Match & Project Budget Sheet.pdf	Commitment to Local Match, Destinations Served Project Map, Multimodal Access Project Map, Project Background & Project Description Map, Project's Engineers Estimate, Safety Project Map
_Exhibit 1 - Project Background & Desc Map -Location Map & Photos ExistingProposed.pdf	Project Background & Project Description Map
_Exhibit 2 - Citywide Sidewalk Analysis Master Map.pdf	Project Background & Project Description Map
_Exhibit 3 - FY23-24 Bicycle and Pedestrian Facilities Program - Pauba Road PW19- 20.pdf	Project Background & Project Description Map
_Exhibit 4 - Destinations Served Map.pdf	Destinations Served Project Map
_Exhibit 5 - Safety Project Map -SWITRS GIS Map.pdf	Safety Project Map
_Exhibit 6 - TIMS_Crash_Details_CASEID_6019801.pdf	Safety Project Map
_Exhibit 7 - Collision Table.pdf	Safety Project Map
_Exhibit 8 - Pauba 85th_approved.pdf	Safety Project Map
_Exhibit 9 - Photos of Existing Saftey Hazards.pdf	Safety Project Map
_Exhibit 10 - TIMS - Transportation Injury Mapping System.pdf	Safety Project Map
_Exhibit 11 - Pauba Road - Collision Summary-Ynez to Showalter_2018-2023.pdf	Safety Project Map
_Exhibit 12 - Multimodal Project Access Map.pdf	Multimodal Access Project Map
Project Engineers Estimate.pdf	Project's Engineers Estimate
_Table 1 & 2 - Pedestrian-Bicycle Destinations.pdf	Destinations Served Project Map
_Table 3 - Student Attendance Figures.pdf	Safety Project Map
_Table 4 & 5 - Multimodal Destinations.pdf	Multimodal Access Project Map

K. Certification

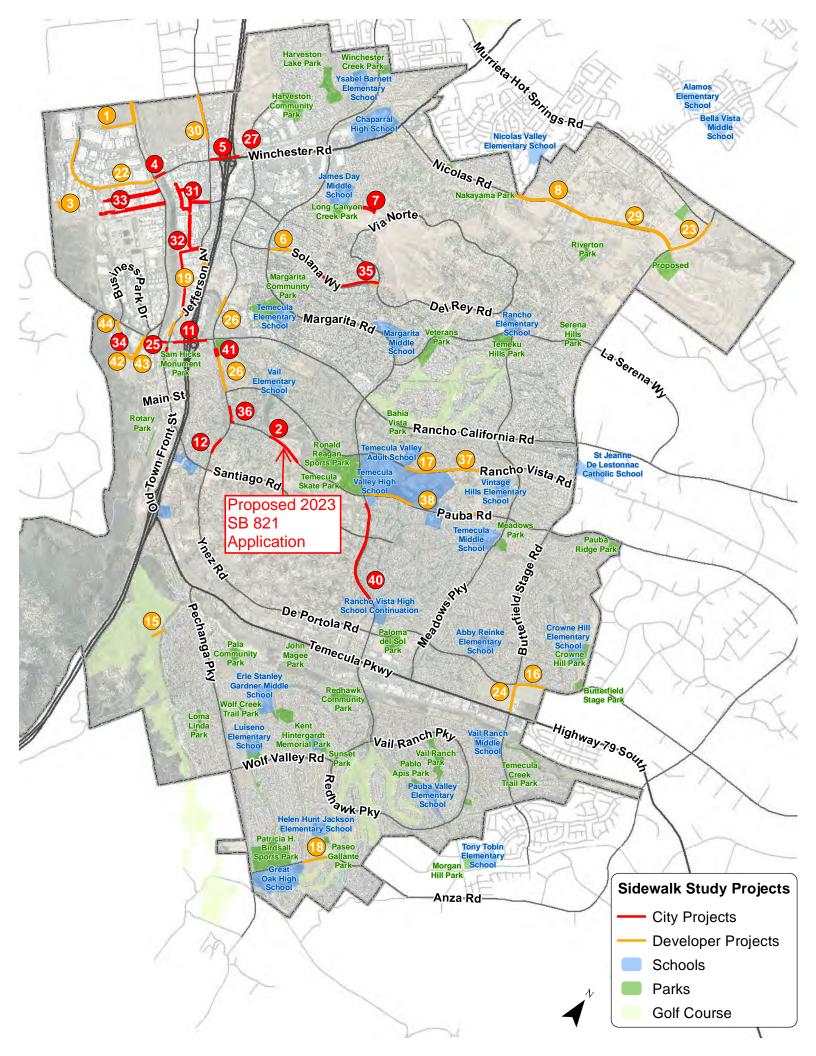


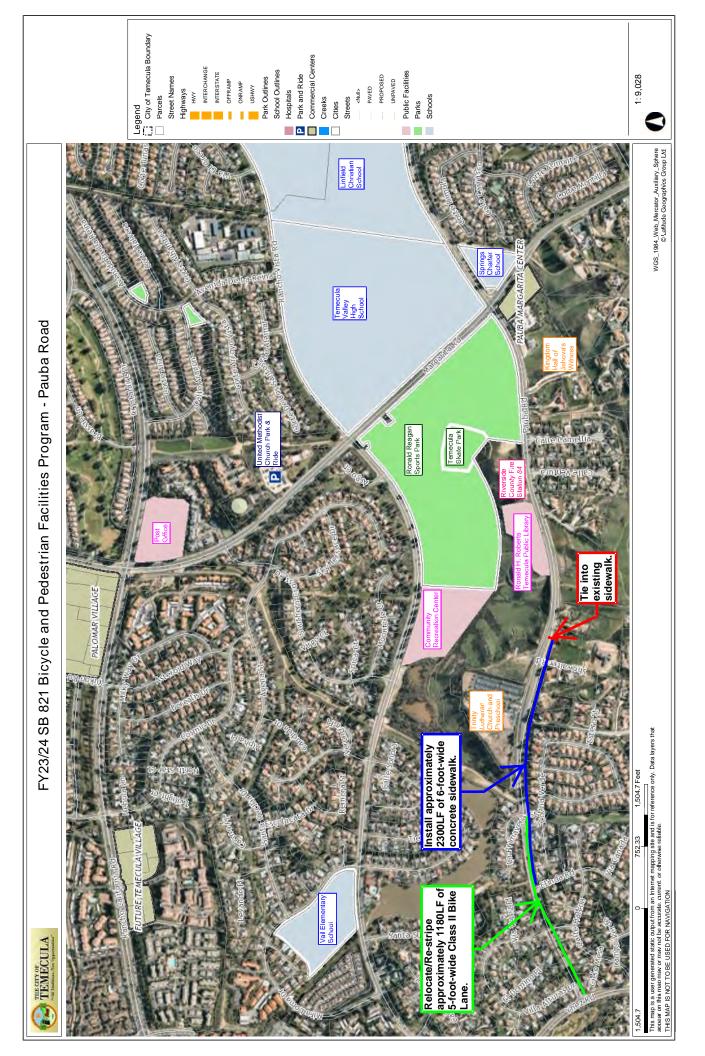
I certify that the information presented herein is complete and accurate.

Name: Julie Tarrant

Title: Senior Management Analyst

Date: 04/27/2023

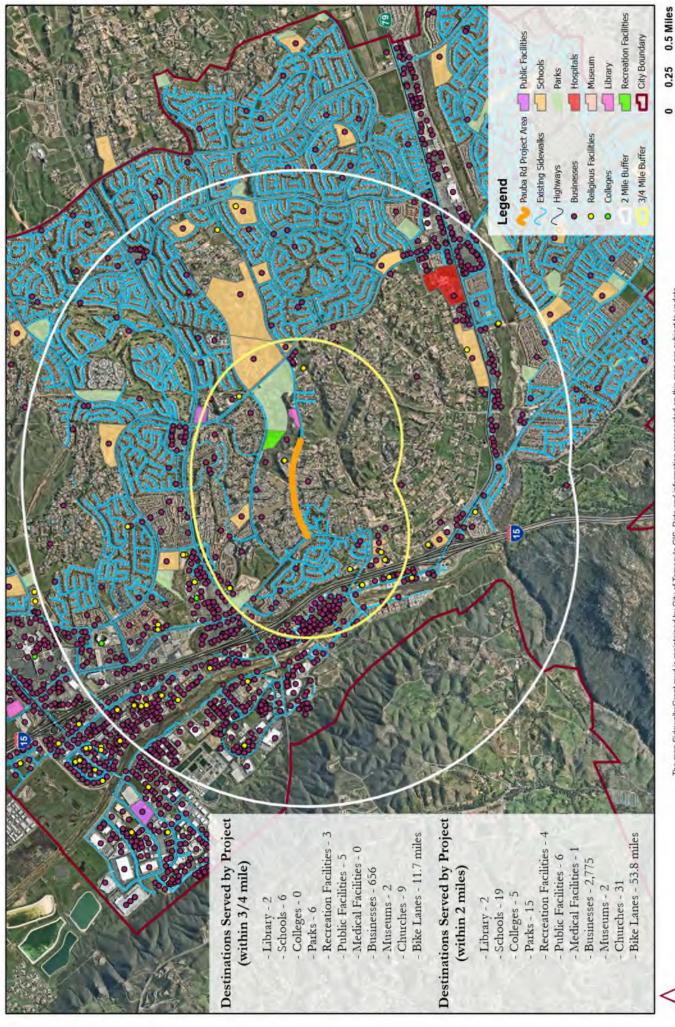




City of Temecula - Pauba Rd Sidewalk

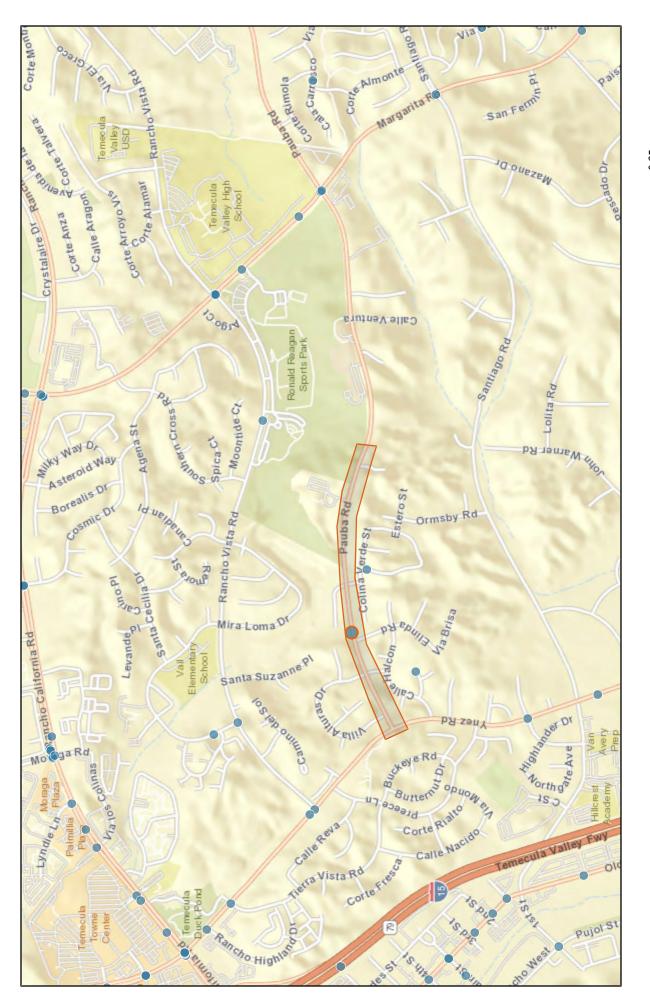


Destinations Served by Project SB 821 Funding - PW19-20 Sidewalks





Updated 4/17/2023



| Berkeley SafeTREC | Ca class="navbar-brand hidden-xs" href="/">Transportation

Crash Information

County	Riverside					
City	Temecula					
Date & Time (M/D/Y)	03/11	03/11/2013 17:43				
Location (Intersection)	Pauba	a Rd & Elinda Rd				
Dist. & Dir. from Intersection	145.00 ft East					
State Highway	No					
Geocoded Location	33.4968816, -117.1347933					
Type of Crash	G - Vehicle/Pedestrian					
Motor Vehicle Involved With	B - Pedestrian					
Crash Severity	2 - Injury (Severe)					
PCF Violation Category	08 - Improper Turning					
Weather	A - Clear					
Alcohol Involved	No					
Pedestrian Accident	Yes	Bicycle Accident	No			
Motorcycle Accident	No Truck Accident No					

Map View



Street View



Parties: 3

Party Number	Party Type	Statewide Vehicle Type	At Fault	Party Direction	Movement Preceding Collision
1	1 - Driver (including Hit and Run)	A - Passenger Car/Station Wagon	Yes	West	M - Other Unsafe Turning
2	2 - Pedestrian	N - Pedestrian	No	West	B - Proceeding Straight
3	2 - Pedestrian	N - Pedestrian	No	West	B - Proceeding Straight

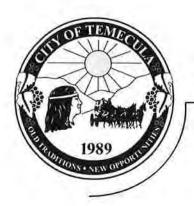
Victims: 4

Party Number	Victim Role	Victim Gender	Victim Age	Victim Degree of Injury
1	2 - Passenger	F - Female	6	0 - No Injury
1	2 - Passenger	F - Female	4	0 - No Injury

Party Number	Victim Role	Victim Gender	Victim Age	Victim Degree of Injury
2	3 - Pedestrian	F - Female	19	5 - Suspected Serious Injury
3	3 - Pedestrian	F - Female	22	6 - Suspected Minor Injury

Pauba Road Sidewalk Collision Table

i auba Noau Siucwaik Comston	· ubic
CASE_ID	6019801
ACCIDENT_YEAR	2013
PROC_DATE	02/08/2014
COLLISION_DATE	03/11/2013
PRIMARY_RD	PAUBA RD
SECONDARY_RD	ELINDA RD
DISTANCE	145
DIRECTION	Е
COLLISION_SEVERITY	2
NUMBER_KILLED	0
NUMBER_INJURED	2
PRIMARY_COLL_ FACTOR	Α
PCF_VIOL_CATEGORY	8
TYPE_OF_COLLISION	G
PED_ ACTION	Е
PEDESTRIAN_ACCIDENT	Υ
COUNT_ PED_INJURED	2



City of Temecula

41000 Main Street • Temecula, California 92590 Phone (951) 694-6411 • temeculaca.gov

April 27, 2023

Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor P.O. Box 12008 Riverside, CA 92502-2208

To Whom It May Concern;

In support of the City of Temecula's SB821 project application for the Pauba Road Sidewalk Improvements, local match funds are available in the Fiscal Years 2023-2027 Capital Improvement Program.

The City of Temecula proposes to provide a local match of \$470,100, or 56% of the total project cost, with Measure S Funds. Additional funds will also be programmed in the City's forthcoming Capital Improvement Program for Fiscal Years 2024-2028 and made available in the Sidewalks — Citywide Project Budget to meet the City's obligation to provide \$470,100 in local match funding for the design and construction of the Pauba Road Sidewalk Improvement project. (Ref: City Letter & FY2024-2028 — Sidewalks-Citywide Budget Sheet)

The City looks forward to working with RCTC and upon approval of SB821 Local Streets and Road award of funds, is committed to completing the Pauba Road Sidewalk Improvement project. The proposed Capital Improvement Program budget for FY2024-2028 is planned to be approved at the City Council's regular scheduled meeting of June 13, 2023.

Sincerely,

Patrick Thomas

Director of Public Works/City Engineer



SIDEWALKS - CITYWIDE Infrastructure Project

Project Description: This project will include the construction of sidewalks at various locations throughout the City.

Benefit: This project will provide walking surfaces for pedestrians.

Core Value: Transportation Mobility and Connectivity

Project Status: A study to identify areas with missing sidewalks and prioritize them was completed as part of the Trails and Bikeways Master Plan Update in Fiscal Year 2015-16. Based on the study and the available resources, sidewalks will be constructed in the selected areas considering economy of scale and proximity to private development.

Department: Public Works - Account No. 210.265.999.708 / Various



Level: I

Project Cost:	Prior Years Actuals	2022-23 Adjusted	2023-24 Proposed Budget	2024-25 Projected	2025-26 Projected	2026-27 Projected	2027-28 Projected	Total Project Cost
Administration	551,869	50,476	94,524	50,000	50,000	50,000	50,000	896,869
Construction	146,315	879,541	320,000	320,000	320,000	320,000	320,000	2,625,856
Construction Engineering	4,412	155,588	60,000	60,000	60,000	60,000	60,000	460,000
Design & Environmental	225,808	161,121	120,000	70,000	70,000	70,000	70,000	786,929
Total Expenditures	928,404	1,246,725	594,524	500,000	500,000	500,000	500,000	4,769,653
Source of Funds:								
General Fund	375,000		4		Total le			375,000
Measure S	736,533	1,063,596	594,524	500,000	500,000	500,000	500,000	4,394,653
Total Funding	1,111,533	1,063,596	594,524	500,000	500,000	500,000	500,000	4,769,653
Future Operating & Maintena	nce Costs:							
Total Operating Costs								

CITY OF TEMECULA ENGINEERING AND TRAFFIC SURVEY

STREET Pauba Road **CERTIFICATION DATE** 3/29/2022 **FROM** Ynez Road TO La Primavera Street SPEED FACTORS **Date of Speed Survey** 3/1/2022 **Posted Speed Limit** 40 mph **Time of Speed Survey** 12:52 PM **Speed Justification** 50th Percentile Speed (Mean Speed) 42 mph HORIZONTAL & VERTICAL CURVES, 85th Percentile Speed 46 mph LIMITED VISIBILITY AT **Average Speed** 42 mph INTERSECTIONS 10 mph Pace Speed 37-46 Percentage of Vehicles in Pace 76 **Recommended Speed Limit** 40 mph **Number of Survey Samples** 200 **COLLISION HISTORY Number of Years Studied** 3 years **Total Collisions** 0 Statewide Average Collision Rate 1.44 Collisions/MVM Collisions per Million Vehicle Miles 0.00 Collisions/MVM TRAFFIC FACTORS 11.316 **Date Counted** 3/2/2022 Average Daily Traffic 3 LANES + BIKE LANES **Number of Lanes** Type of Traffic Control TS @ YNEZ Crosswalks? @ TS LIGHT **Pedestrian Traffic Truck Traffic LIGHT On-Street Parking** NONE Sidewalks? **BOTH SIDES** NONE **Driveways? ROADWAY FACTORS** Length of Segment 0.380miles Width 64 feet **Vertical Curve?** YES **Horizontal Curve?** YES Visibility **FAIR Roadway Conditions** GOOD Lighting NONE **Adjacent Land Use** RESIDENTIAL NS NS **Checked By** Field Study By CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the

City of Temecula was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

3/29/2022 TE 2933
Nicolle Spann Date State Registration Number

CITY OF TEMECULA ENGINEERING AND TRAFFIC SURVEY

STREET Pauba Road **CERTIFICATION DATE** 3/29/2022 **FROM** La Primavera Street TO Margarita Road **SPEED FACTORS Date of Speed Survey** 3/1/2022 **Posted Speed Limit** 45 mph **Time of Speed Survey** 1:19 PM **Speed Justification** 50th Percentile Speed (Mean Speed) 40 mph **CLOSEST TO 85TH SPEED** 85th Percentile Speed 45 mph **Average Speed** 41 mph 10 mph Pace Speed 36-45 Percentage of Vehicles in Pace 81 **Recommended Speed Limit** 45 mph **Number of Survey Samples** 200 **COLLISION HISTORY Number of Years Studied** 3 years **Total Collisions** 2 Statewide Average Collision Rate 0.91 Collisions/MVM Collisions per Million Vehicle Miles 0.13 Collisions/MVM TRAFFIC FACTORS 13.635 **Date Counted** 3/2/2022 Average Daily Traffic 4 LANES + BIKE LANES **Number of Lanes** TS @ FIRE STATION 84, MARGARITA RD Type of Traffic Control Crosswalks? @ TS LIGHT **Pedestrian Traffic Truck Traffic** LIGHT **On-Street Parking** NORHT SIDE ONLY Sidewalks? **BOTH SIDES BOTH SIDES Driveways? ROADWAY FACTORS** Length of Segment 1.000 miles Width 64 feet **Vertical Curve?** YES **Horizontal Curve?** YES Visibility **FAIR Roadway Conditions** GOOD Lighting **BOTH SIDES Adjacent Land Use** RESIDENTIAL., FIRE STATION, LIBRARY, VACANT, SCHOOL NS NS Field Study By Checked By CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the

City of Temecula was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

3/29/2022 TE 2933

Nicolle Spann Date State Registration Number

CITY OF TEMECULA ENGINEERING AND TRAFFIC SURVEY

STREET Pauba Road **CERTIFICATION DATE** 3/29/2022 Via Rami **FROM** Margarita Road TO **SPEED FACTORS Date of Speed Survey** 3/1/2022 **Posted Speed Limit** 45 mph **Time of Speed Survey** 1:51 PM **Speed Justification** 50th Percentile Speed (Mean Speed) 40 mph **CLOSEST TO 85TH SPEED** 85th Percentile Speed 44 mph **Average Speed** 40 mph 10 mph Pace Speed 35-44 Percentage of Vehicles in Pace 76 **Recommended Speed Limit** 45 mph **Number of Survey Samples** 200 **COLLISION HISTORY Number of Years Studied** 3 years **Total Collisions** 2 Statewide Average Collision Rate 1.60 Collisions/MVM Collisions per Million Vehicle Miles 0.27 Collisions/MVM TRAFFIC FACTORS 11.457 **Date Counted** 3/2/2022 Average Daily Traffic 2 LANES + MEDIAN + BIKE LANES **Number of Lanes** Type of Traffic Control TS @ MARGARITA RD, VIA RAMI Crosswalks? @ TS LIGHT **Pedestrian Traffic Truck Traffic LIGHT On-Street Parking** NONE Sidewalks? SOUTH SIDE ONLY NONE **Driveways? ROADWAY FACTORS** Length of Segment 0.580 miles Width 46 feet **Vertical Curve?** YES **Horizontal Curve?** YES Visibility **FAIR Roadway Conditions** GOOD Lighting SOUTH SIDE ONLY **Adjacent Land Use** RESIDENTIAL, SCHOOL NS NS Field Study By Checked By CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the

Nicolle Spann Date State Registration Number

City of Temecula was performed under my supervision and is accurate and complete. I am duly

registered in the State of California as a Professional Engineer (Traffic).

CITY OF TEMECULA ENGINEERING AND TRAFFIC SURVEY

STREET Pauba Road **CERTIFICATION DATE** 3/29/2022 **FROM** Via Rami TO Meadows Parkway SPEED FACTORS **Date of Speed Survey** 3/1/2022 **Posted Speed Limit** 50 mph **Time of Speed Survey** 2:13 PM **Speed Justification** 50th Percentile Speed (Mean Speed) 42 mph **CLOSEST TO 85TH SPEED** 85th Percentile Speed 47 mph **Average Speed** 42 mph 10 mph Pace Speed 38-47 Percentage of Vehicles in Pace 68 **Recommended Speed Limit** 45 mph **Number of Survey Samples** 200 **COLLISION HISTORY Number of Years Studied** 3 years **Total Collisions** 1 Statewide Average Collision Rate 1.60 Collisions/MVM Collisions per Million Vehicle Miles 0.14 Collisions/MVM TRAFFIC FACTORS 9.075 **Date Counted** 3/2/2022 Average Daily Traffic 2 LANES + TWLTL + BIKE LANE ON SOUTH SIDE **Number of Lanes** Type of Traffic Control TS @ VIA RAMI, MEADOWS PKWY Crosswalks? @ TS LIGHT **Pedestrian Traffic Truck Traffic LIGHT On-Street Parking** NONE Sidewalks? **BOTH SIDES** NORTH SIDE ONLY **Driveways? ROADWAY FACTORS** Length of Segment 0.700 miles Width 40-70 feet **Vertical Curve?** NO **Horizontal Curve?** YES Visibility GOOD **Roadway Conditions** GOOD Lighting SOUTH SIDE ONLY **Adjacent Land Use** RESIDENTIAL NS NS Checked By Field Study By CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the City of Temecula was performed under my supervision and is accurate and complete. I am duly

Nicolle Spann Date State Registration Number

registered in the State of California as a Professional Engineer (Traffic).

CITY OF TEMECULA ENGINEERING AND TRAFFIC SURVEY

STREET Pauba Road **CERTIFICATION DATE** 3/29/2022 **FROM** Meadows Parkway TO **Butterfield Stage Road SPEED FACTORS Date of Speed Survey** 3/1/2022 **Posted Speed Limit** 50 mph **Time of Speed Survey** 2:39 PM **Speed Justification** 50th Percentile Speed (Mean Speed) 40 mph **CLOSEST TO 85TH SPEED** 85th Percentile Speed 44 mph **Average Speed** 40 mph 10 mph Pace Speed 35-44 Percentage of Vehicles in Pace 80 **Recommended Speed Limit** 45 mph **Number of Survey Samples** 200 **COLLISION HISTORY Number of Years Studied** 3 years **Total Collisions** 0 Statewide Average Collision Rate 1.60 Collisions/MVM Collisions per Million Vehicle Miles 0.00 Collisions/MVM TRAFFIC FACTORS 8.732 **Date Counted** 3/2/2022 Average Daily Traffic 2 LANES + BIKE LANES **Number of Lanes** TS @ MEADOWS PKWY, BUTTERFIELD STAGE RD Type of Traffic Control Crosswalks? @ TS LIGHT **Pedestrian Traffic Truck Traffic LIGHT On-Street Parking** NONE Sidewalks? **BOTH SIDES** NONE **Driveways? ROADWAY FACTORS** Length of Segment 0.390miles Width 64 feet **Vertical Curve?** YES **Horizontal Curve?** YES Visibility **FAIR Roadway Conditions** GOOD Lighting **BOTH SIDES Adjacent Land Use** RESIDENTIAL NS NS Field Study By **Checked By** CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the

Nicolle Spann Date State Registration Number

City of Temecula was performed under my supervision and is accurate and complete. I am duly

registered in the State of California as a Professional Engineer (Traffic).

CITY OF TEMECULA ENGINEERING AND TRAFFIC SURVEY

STREET Pauba Road **CERTIFICATION DATE** 3/29/2022 **FROM Butterfield Stage Road** TO Via Del Monte **SPEED FACTORS Date of Speed Survey** 3/1/2022 **Posted Speed Limit** 40 mph **Time of Speed Survey** 2:59 PM **Speed Justification** 50th Percentile Speed (Mean Speed) 35 mph **CLOSEST TO 85TH SPEED** 85th Percentile Speed 39 mph **Average Speed** 35 mph 10 mph Pace Speed 31-40 Percentage of Vehicles in Pace 89 **Recommended Speed Limit** 40 mph **Number of Survey Samples** 200 **COLLISION HISTORY Number of Years Studied** 3 years **Total Collisions** 0 Statewide Average Collision Rate 1.60 Collisions/MVM Collisions per Million Vehicle Miles 0.00 Collisions/MVM TRAFFIC FACTORS 3,076 **Date Counted** 3/2/2022 Average Daily Traffic 2 LANES **Number of Lanes** Type of Traffic Control TS @ BUTTERFIELD STAGE RD Crosswalks? @ TS LIGHT **Pedestrian Traffic Truck Traffic** LIGHT **On-Street Parking** NORHT SIDE ONLY Sidewalks? SOUTH SIDE ONLY **BOTH SIDES Driveways? ROADWAY FACTORS** Length of Segment 0.660 miles Width 43 feet **Vertical Curve?** YES **Horizontal Curve?** YES Visibility **FAIR Roadway Conditions** GOOD Lighting **SOUTH SIDE Adjacent Land Use** RESIDENTIAL NS NS Field Study By **Checked By** CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the

City of Temecula was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

3/29/2022TE 2933Nicolle SpannDateState Registration Number

PHOTOS OF EXISTING SAFTEY HAZARDS







Safe Routes to School Crash Map Viewer

Interactive map and data summaries of bicycle and/or pedestrian crashes around school.

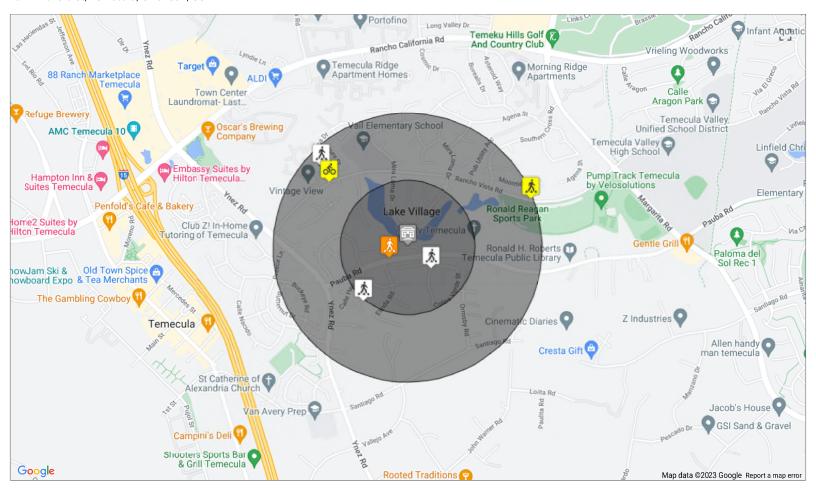
Types of Crashes:

Crash Severity: ✓ Fatal ✓ Severe Injury ✓ Other Visible Injury ✓ Complaint of Pain

Years: 2011 - 2022 (2021 - 2022 data is provisional and subject to change.)

User Entered Address

La Primavera St, Temecula, CA 92592, USA



Summary Statistics

Radius	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Pedestrian	Bicycle	Total
<¼ mi.	0	1	0	1	2	0	2
¼ - ½ mi.	0	0	2	2	3	1	4
Total	0	1	2	3	5	1	6

Crash List

City of Temecula Public Works Traffic Division

From 03/01/2018 to 02/28/2023

Total Collisions: 5

Injury Collisions: 3

Fatal Collisions: 0

Collision Summary Report

3/16/23

Fatal Collisions: 0	s: 0											
PAUBA RD from YNEZ RD to SHOWALTER RD	m YNEZ RD t	SHOW	ALTER RD									Page 1 of 2
TE180690101	03/10/2018	16:38	Saturday	YNEZ RD - PAUBA RD	AUBA RD		-0	Direction: Not Stated	ated Daylight	ight	Raining F	Pty at Fault:1
	Hit Object	_	Fixed Object	n	Unsafe Speed		22350	Hit & Run: No		Complaint of Pain	# Inj: 1	# Killed: 0
Party 1 Driver Veh Type:	South	South Slowing / Stopping Sobriety: HNBD	Stopping : HNBD	Femal	Female Age: 18 Assoc Factor: N	male Age: 18 2014 VOLKSWAGEN Assoc Factor: None Apparent Lap/	AGEN JETTA Lap/Shoulder	Harness Us	iger Car, Stati Cell Phone ľ	Passenger Car, Station Wagon, Jeep ed Cell Phone Not In Use		Complaint of Pain
TE180730179	03/14/2018		Wednesday YNEZ RD - PAUBA RD	YNEZ RD - P/	AUBA RD		,0	Direction: Not Stated Daylight	ated Dayli	ight	Clear	Pty at Fault:1
	Rear-End	J	Other Motor Vehicle		Unsafe Speed		22350	Hit & Run: NO			# Inj: 0	# Killed: 0
Party 1 Driver Veh Type:	SOUT	Merging Sobriety: HNBD	: HNBD	FEMA	FEMAL Age: 45 Assoc Factor: N	MAL Age: 45 2012 HONDA Assoc Factor: None Apparent	ACCORD LAP/SHOULDER H	HARNES	nger Car, Station Wagon, Cell Phone Not In Use	Passenger Car, Station Wagon, Jeep S US Cell Phone Not In Use	Q	
Party 2 Driver Veh Type:	SOUT	Stopped in Road Sobriety: HNBD	n Road : HNBD	FEMA Ass	FEMAL Age: 24 Assoc Factor: N	MAL Age: 24 2017 MERCEDI Assoc Factor: None Apparent	2017 MERCEDES-BENZ SPRINTER e Apparent SHOULDER HARNE	Mini \ SS USED	/an Cell Phone Not In Use	Not In Use		
TE183070143	11/03/2018		Saturday	YNEZ RD - PAUBA RD	AUBA RD		,0	Direction: Not Stated Daylight	ated Dayli	ight	Clear	Pty at Fault:1
	Rear-End	J	Other Motor Vehicle		Unsafe Speed		22350	Hit & Run: No		Complaint of Pain	# Inj: 1	# Killed: 0
Party 1 Driver Veh Type:	North	Proceeding Straight Sobriety: HNBD	ig Straight : HNBD	Male	Age: 60	ale Age: 60 2007 GMC Assoc Factor: None Apparent	SIERRA Lap/Shoulder H	arness Us	Pickups & Panels ed Cell Phone	Not In Use	No Injury	>
Party 2 Driver	North	S	Stopping	Femal	Female Age: 24	male Age: 24 2016 ELDO	BUS BUS	BUS General Bus General Bus Shoulder Harness Head	General Public Transit Vehicle	nsit Vehicle	Compla	Complaint of Pain
TE211680226	06/17/2021	23:55	Thursday	YNEZ RD - PAUBA RD	AUBA RD))	0.0	Ś	ated Dark	- Street Ligh		Pty at Fault:1
	Rear-End	J	Other Motor Vehicle		Driving Under Influence	Influence	23152A	Hit & Run: No		Complaint of Pain	# Inj: 4	# Killed: 0
Party 1 Driver	SOUT	Д	Proceeding Straight	N	Age: 44	2007 BMW	328	Passen	iger Car, Stati	Passenger Car, Station Wagon, Jeep	d	
ven Type: Party 2 Driver	SOUT	Ś	Sobriety: HBD Under influence Assoc Factor: None Apparent topped in Road F Age: 45 2005 PONT	riuence Ass F	soc Factor: N Age: 45	ione Apparent 2005 PONTIAC		ness us	Cell Phone I Iger Car, Stati	ed Cell Phone Not In Use Passenger Car, Station Wagon, Jeep	۵	
Veh Type:			Sobriety: HBD Not Under Influ Assoc Factor: None Apparent	er Influ Ass	oc Factor: N	lone Apparent	Lap/Shoulder	ırness Us	Cell Phone I	Not In Use		
Party 3 Driver	SOUT	Stopped In Road	n Road	≥ ;	Age: 30	2007 NISSAN	ALTIMA	AA Passen	iger Car, Stati	Passenger Car, Station Wagon, Jeep	d	
Veh Type: Party 4 Driver	SOUT	Sobriety: HBD N Stopped In Road	Sobriety: HBD Not Under Influ Assoc Factor: None Apparent topped In Road M Age: 62 2009 TOYO	er Intlu Ass M	soc Factor: N Age: 62	Ione Apparent 2009 TOYOTA	Lap/Shoulder H CAMRY	arness Us	Cell Phone Not In Use iger Car, Station Wagon,	ed Cell Phone Not In Use Passenger Car, Station Wagon, Jeep	۵	
Veh Type:		Sobriety	Sobriety: HBD Not Under Influ Assoc Factor: None Apparent	er Influ Ass	oc Factor: N	one Apparent	Lap/Shoulder	Lap/Shoulder Harness Used	Cell Phone Not In Use	Not In Use		
TE211850161	07/04/2021	20:20	Sunday	PAUBA RD -	PAUBA RD - LA PRIMAVERA ST	ta st	1020'	1020' Direction: EAST	Dusk	Dusk - Dawn	Clear	Pty at Fault:1
	Hit Object		Fixed Object	Dr	Driving Under Influence	Influence	23152A	Hit & Run: No		Property Damage Only	nly # Inj: 0	# Killed: 0
Party 1 Driver Veh Type:	EAST	Proceedin Sobriety:	Proceeding Straight M Age: 32 2006 Sobriety: HBD Under Influence Assoc Factor: Violation	M fluence Ass	Age: 32 soc Factor: V	2006 NISSAN Fiolation	ALTIMA Unknown		iger Car, Stati Not Stated	Passenger Car, Station Wagon, Jeep Not Stated	Ω	

Segment Length: 0.68 miles (3,566')

Collisions per mile: 7.40

Settings for Query:

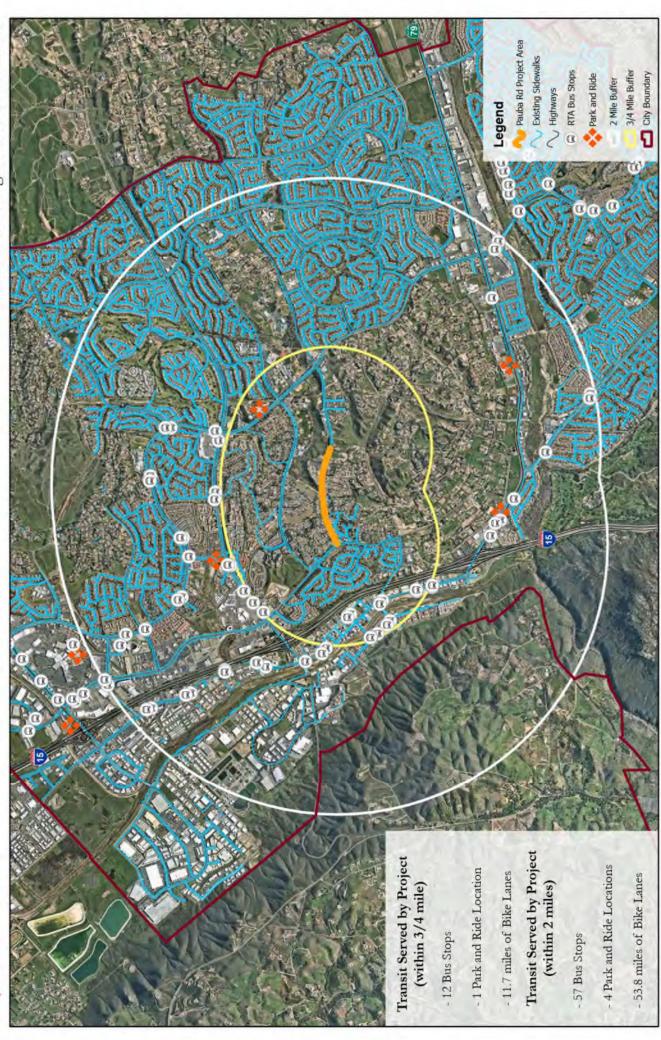
Segment: PAUBA RD between YNEZ RD and SHOWALTER RD

Include Intersection Related at Limit 1 (YNEZ RD): True Include Intersection Related at Limit 2 (SHOWALTER RD): True Include Intersection Related at Intermediate Intersections: True

City: Temecula Sorted By: Date and Time

City of Temecula - Pauba Rd Sidewalk

SB 821 Funding - PW19-20 Sidewalks Multimodal Access Map - Transit Served





The map SidewalksGrant mxd is maintained by City of Temecula GIS. Data and information represented on this map are subject to update and modification. The City of Temecula assumes no warranty or legal responsibility for the information contained on this map. This map is not for reprint or resale. Visit the City of Temecula GIS online at https://temeculaca.gov/gis.

0.5 Miles

0.25

Updated 4/17/2023

Pauba Road Sidewalk Improvements - Project Cost Estimate

Item No.	Item Description	Total Amount
1	Clearing and Grubbing	\$ 32,000.00
2	Engineering / Construction Surveying	\$ 9,500.00
3	Traffic Control	\$ 10,000.00
4	National Pollution Discharge Elimination System (NPDES) Compliance	\$ 4,000.00
5	Unclassified Excavation	\$ 10,800.00
6	Sawcut Pavement	\$ 2,955.00
7	Bike Lane + Buffer	\$ 40,175.00
8	Construct Type A-6 Curb and Gutter	\$ 15,400.00
9	Adjust Existing Valve to Grade	\$ 300.00
10	Construct 6 inch Concrete Paving	\$ 1,757.00
11	Concrete P.C.C. Sidewalk	\$ 125,200.00
12	Construct ADA Access Ramps with Truncated Domes	\$ 7,500.00
13	Construct 2-feet wide concrete V-Ditch	\$ 5,632.00
14	Construct Retaining Wall	\$ 172,300.00
15	Remove & Replace Curb & Gutter	\$ 7,500.00
16	Remove and Replace Cross Gutter	\$ 7,500.00
17	Remove and Replace Spandrel	\$ 15,000.00
18	Remove and Relocate Street Light	\$ 14,000.00
19	Install 12" x 12' grated Inlet	\$ 8,500.00
20	Install 8" PVC Storm Drain	\$ 9,480.00
21	Under Sidewalk Drain	\$ 1,000.00
22	Traffic Striping, Signage and Pavement Markings	\$ 10,000.00
23	Install 2-Inch PVC Conduit	\$ 4,000.00
24	Install Street Light Pull Box	\$ 2,300.00
25	Remove and Dispose of Tree and Stump	\$ 5,600.00
26	Adjust Existing Facilities to Grade	\$ 300.00
27	Remove and Replace Landscape	\$ 4,500.00
28	Remove and Replace Irrigation	\$ 2,000.00
29	Remove and Relocate Existing Sign	\$ 500.00
30	Install SCE Pedestal for Meter	\$ 2,000.00
31	Soils Engineer- Material Sampling and Testing	\$ 20,000.00
	Sub- Total:	\$ 551,699.00
	Mobilization - 3%	\$ 16,550.97
	Contingency - 15%	\$ 82,754.85
	Total Cost Estimate:	\$ 651,004.82

PA & ED and PS & E	\$;	66,500.00
	\$	832.704.82

Pedestrian D	Destinations Served within 3/4-mile
Bike lanes	11.7 miles
Businesses	656 Businesses
Churches	9 Churches
Librani	Ronald H. Roberts Temecula Public Library
Library	Riverside County Law Library-Temecula Branch
Museums	Pennypickle's Workshop
Iviuseums	Temecula Valley Museum
	Ronald Reagan Sports Park
	Rotary Park
Parks	Sam Hicks Monument Park
Paiks	Temecula Duck Pond
	Temecula Skate Park
	Town Square Park
	Civic Center Conference Center
	Fire Station 84
Public Facilities	Post Office
	Temecula Civic Center
	United States Postal Service
	Community Recreation Center
Recreation Facilities	Mary Phillips Senior Center
	Old Town Community Theater
	Linfield Christian School
	Springs Charter School (Temecula)
Schools	Temecula Valley High School
	Vail Elementary School
	Van Avery Prep

Bicycle De	estinations Served within 2-miles
Bike lanes	53.8 miles
Businesses	2,775 Businesses
Churches	31 Churches
	CSUSM at Temecula
	HIFE College Planning
Colleges	High Desert Medical College
	MSJC Temecula Valley Campus
	University of Redlands
Medical Facilities	Temecula Valley Hospital
	Eagle Soar Playground and Splash Pad
	Friendship Park
	John Magee Park
	Long Canyon Park
Parks	Meadows Park
	Michael Naggar Community Park
	Paloma Del Sol Park
	Redhawk Community Park
	Veteran's Park
Public Facilities	DMV
Recreation Facilties	Margarita Recreation Center
	Elite Academic Academy - Lucerne
	Elite Academic Academy - Mountain Empire
	Empire Springs Charter School
	Erle Stanley Gardner Middle
	Joan F Sparkman Alternative School
	Julian Charter School
	Margarita Middle School
Schools	Paloma Elementary School
	Rancho Christian School
	Rancho Vista High School
	Susan H. Nelson
	Temecula Elementary School
	Temecula Middle School
	Temecula Valley Adult School Vintage Hills Elementary School

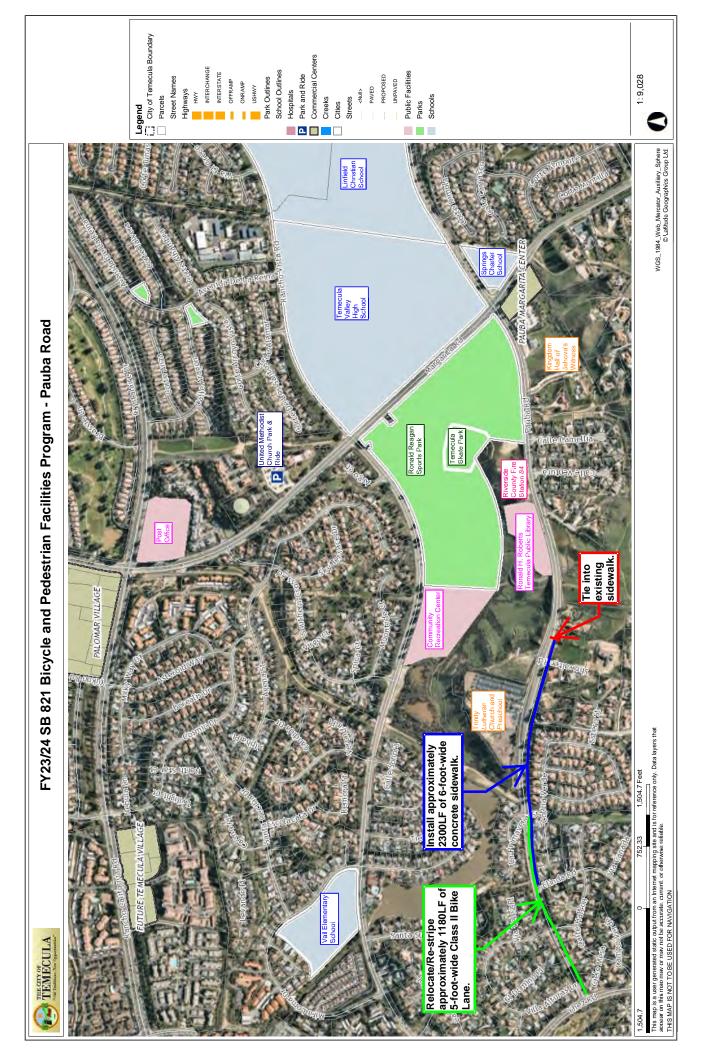
Schools Served by Project	Student	Destinations Served	
	Enrollment Figure	3/4-mile	2-mile
Elite Academic Academy - Lucerne	598		X
Elite Academic Academy - Mountain Empire	675		X
Empire Springs Charter School 1,430 X		Х	
Erle Stanley Gardner Middle	1,042		Х
Julian Charter School	816		Х
Linfield Christian School	1,194	X	
Margarita Middle School	779		Х
Paloma Elementary School	496		X
Rancho Christian School	1,081		Х
Rancho Vista High School	202		X
Springs Charter School (Temecula)	6,444	Х	
Susan H. Nelson	338		X
Temecula Elementary School	528		Х
Temecula Middle School	974		X
Temecula Valley High School	2,925	Х	
Temecula Valley Adult School	0		X
Vail Elementary School	483	Х	
Van Avery Prep	465	X	
Vintage Hills Elementary School	518		Х
Total Students	20,9	88	

Multimodal Destinations Served within 2-miles (Excluding 3/4-mile destinations)

(E	excluding 3/4-mile destinations)
Bike lanes	42.1 miles
	Front 28360 (US Post Office) ID2502
	Front 28964 at Quaid Harley Davidson ID2585
	Front 28991 Opp Harley Davidson ID2621
	Front FS Rancho California ID2563
	Hwy 79 FS Bedford ID2622
	Hwy 79 FS La Paz ID2584
	Hwy 79 FS La Paz ID4004
	Hwy 79 FS Wabash ID2623
	Jefferson FS Calle Cortez ID2554
	Jefferson FS Del Rio ID2459
	Jefferson FS Del Rio ID2555
	Jefferson FS Overland ID2552
	Jefferson FS Via Montezuma ID2553
	Jefferson NS Overland ID3303
	Jefferson OPP 27999 ID2460
	Margarita 41955 at Tuscany Ridge Apts ID2610
	Margarita FS Avenida Barca ID2611
	Margarita FS Avenida Barca ID2599
	Margarita FS La Serena ID2598
	Margarita FS La Serena ID2612
	Margarita FS Moraga ID2609
	Margarita FS Rancho California ID2597
Bus Stops	Margarita FS Solana ID2607
	Margarita FS Solana Ridge ID4760
	Margarita FS Stonewood ID2601
	Margarita FS Stonewood ID2608
	Margarita OPP Tuscany Ridge ID2600
	Moreno FS Front ID2564
	Nicole NS Margarita ID4761
	Overland FS Ynez ID3613
	Pechanga Parkway FS Muirfield ID2625
	Pechanga Parkway FS Rainbow Canyon ID2624
	Pechanga Pkwy NS Muirfield ID2582
	Rancho California 29676 NS Target Drive Way ID2616
	Rancho California FS Humber ID2614
	Rancho California FS Humber ID2589
	Rancho California FS Lyndie ID2588
	Rancho California FS Margarita ID2613
	Rancho California FS Town Center ID2617
	Rancho California FS Ynez ID2587
	Rancho California NS Lyndie ID2615
	Redhawk Parkway NS Wolf Store Rd ID2632
	Redhawk Pkwy NS Via Rio Temecula ID2571
	Temecula Pkwy FS County Glen Way ID2634
	Ynez FS Overland ID3404
	City of Temecula Park and Ride
Park and Ride	Orchard Christian Fellowship Park and Ride
	Rancho Community Park and Ride

Multimodal Destinations Served within 3/4-miles

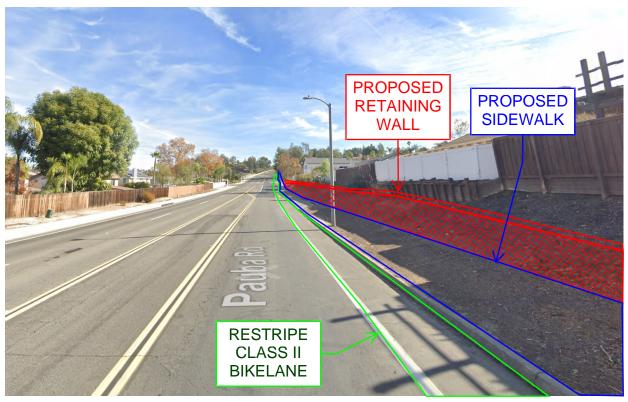
Bike lanes	11.7 miles
	First FS Front ID3583
	Front 28860 at Campini's Deli ID2586
	Front 28897 Opp Campini's Deli ID2620
	Front FS First ID2619
	Main FS Mercedes (City Hall) ID3401
Bus Stops	Main FS Pujol ID2458
	Main NS Mercedes (City Hall) ID303
	Main NS Pujol ID2557
	Pujol FS First ID3402
	Pujol NS First ID2556
	Pujol NS Main (Temecula Villa Apt.) ID2457
Park and Ride	United Methodist Church Park and Ride



EXISTING AND PROPOSED IMPROVEMENTS



PAUBA ROAD FROM YNEZ ROAD TO ELINDA ROAD



PAUBA ROAD FROM ELINDA RD LA PRIMAVERA ST



PAUBA ROAD FROM LA PRIMAVERA ST TO SHOWALTER RD

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

- 1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
- 2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
- 3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
- 4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
- 5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
- 6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
- 7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
- 8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

- 1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
- 2. If a project cannot be fully funded, RCTC may recommend partial funding for award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
- 3. Agencies awarded funds will not be reimbursed for any project cost overruns.
- 4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to

- include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.
- 5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
- 6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
- 7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
- 8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
- 9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
- 10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
- 11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
- 12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.
- 13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
- 14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
- 15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
- **16**. Awarded agencies can commence reimbursable project activities on July 1 of the Call

- for Project fiscal year cycle. E.g.: for FY 23/24 Call for Projects, reimbursable work starts on July 1, 2023.
- 17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 23/24 Call for Projects, MOUs must be executed by October 1, 2023