

**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 Riverside (“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 Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Stover Avenue 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. Incorporation of Recitals. 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 Five Hundred Ninety-Four Thousand Five Hundred Dollars (\$594,500), 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) 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.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("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 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, 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 Increases in Project Funding. 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 Cost Savings. 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 No Funding for Temporary Improvements. 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 Five Hundred Ninety-Four Thousand Five Hundred Dollars (\$594,500) 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. Term: 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. Indemnification. 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. Binding on Successors in Interest. 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. Independent Contractors. 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. Conflicts of Interest. 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. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. 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 Termination for Cause. 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 Effect of Termination for Cause. 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.

14.6 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:

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

TO RECIPIENT:

Mike Futrell
City Manager
City of Riverside
3900 Main Street
Riverside, CA 92522
(951) 826-5706
mfutrell@riversideca.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. Prevailing Wages. RECIPIENT is alerted to the requirements of California Labor Code Sections 1770 *et seq.*, 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 *et seq.* 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. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
22. Section Headings and Interpretation. 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. No Waiver. 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. Counterparts. 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. Form of Signatures. 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. Survival. 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. 24-62-019-00
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

CITY OF RIVERSIDE

By: _____
Anne Mayer, Executive Director

By: _____

Name: _____


Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Best, Best & Krieger LLP

By:  _____
General Counsel to RCTC

By:  _____
Name: Tarren Alicia Torres
Title: Deputy City Attorney

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

Questionnaire Tab

Email address: tnguyen@riversideca.gov

Project Name: Stover Avenue Sidewalk Improvements

Has this Project been previously awarded in a past SB 821 Cycle?

- No
- Yes, in 17-18 FY Cycle
- Yes, in 19-20 FY Cycle
- Yes, in 21-22 FY Cycle

Lead Agency: Riverside, City of

Memorandum of Understanding

By October 1, 2023, awardees will execute the Project MOU with the Commission. To streamline the process, please provide the name and contact information or the individual who will be the signatory on the MOU.

This is typically the City Manager, City Engineer, or Public Works Director.

MOU Signatory * Title: *
Mike Futrell City Manager

Email address: *
mfutrell@riversideca.gov

Project Contact Person

Provide contact information for Project's contact person. This could be the Public Works Director, the Project Manager, or other City/County Staff.

Project Contact is the same as current user

Project Contact Person: * Title: *
Thuy Nguyen Principal Engineer

Email address: * Phone Number: *
tnguyen@riversideca.gov (951) 826-5706

Project Overview

Project Type (check all that apply) *

Bicycle Project Pedestrian Project Multi-use Trail Project Non-Infrastructure/Plan

Project Locate in a Disadvantage Community, per SB-535? *

- Yes
- No
- Partial

Does the proposed project include any of the following (check all that apply)? *

- Curb
- Gutter
- Driveway Ramp

Project does not include any of the above

Is the benefit provided for the exclusive use of bicyclist/pedestrian? *

- Yes No

Project Application Tab

Project Number: 000172 Agency: Riverside, City of

Project Name: Stover Avenue Sidewalk Improvements

Status: Submitted To RCTC

Project Type: Pedestrian Project

A. Scope of Work (500 Characters)

The Stover Avenue Sidewalk Improvements Project proposes to construct 2,090 linear feet of 6-foot wide ADA compliant sidewalk on one side of Stover Avenue from Fury Drive to Eagle Rock Drive, together with new curb, gutter, and ADA access ramps in the City of Riverside, California.

285 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

		Agency	Split %	RCTC	Split %		
PA & ED:	5,000.00	Local Match:	594,500.00	50%	Local Match:	594,500.00	50%
PS & E:	87,000.00	SB 821 Request:	594,500.00	50%	SB 821 Request:	594,500.00	50%
ROW:	0.00		100%			100%	
Construction:	1,005,000.00						
Administration:	92,000.00						
Total Project Cost:	1,189,000.00						

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:	01/01/2023	04/30/2024
PS & E:	05/01/2024	11/30/2024
ROW:	12/01/2024	05/31/2025
Construction:	06/01/2025	03/31/2026
Close out:	04/01/2026	06/30/2026

D. Project Background & Project Description

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 Stover Avenue Sidewalk Improvements Project proposes to construct 2,090 linear feet of 6-foot wide ADA compliant sidewalk on one side of Stover Avenue from Fury Drive to Eagle Rock Drive, together with new curb, gutter, and ADA access ramps in the City of Riverside, California. Stover Avenue is a residential street with existing concrete curbs and gutters along some segments, asphalt curb on other segments, and asphalt pavement meeting dirt shoulders on certain stretches of the road. A few small portions of the street have existing sidewalk fronting a few residential homes, but they end abruptly, while the majority of the road do not have any walkable pathway. Currently, there are cars parked on the street shoulders, mail boxes, utility poles, and volunteer trees/shrubs that impede pedestrian walking path. The new sidewalk will afford pedestrians a dedicated walkway separated from vehicular traffic, thus improves their safety. Moreover, the proposed sidewalk will to connect residential neighborhoods to Loma Vista Middle School, Rosemary Elementary School, Norte Vista High School, and other key destinations such as bus stops, retail centers, parks, wildlife preserve, food bank, veterans organization, etc., are all within walking distance. Key destinations served by the project within a three-quarter mile radius are identified in the Destinations Served Project Map. Completing the sidewalk will also encourage active transportation and promote healthy living by allowing residents to safely walk to local destinations rather than drive, reducing vehicular traffic and congestion. The new sidewalk will also provide connectivity to local Riverside Transit Agency (RTA) bus stops, thus facilitating and encouraging residents to utilize public transportation. Additionally, Stover Avenue would establish sidewalk connectivity as illustrated on the Project Background & Project Description Map since it connects to other streets within a three-quarter mile buffer zone that already have walkways.

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 ¼ 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 ¼ 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 ¼ mile buffer or a 2-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

The proposed project will provide residents with a safe and continuous walkway from their homes to key destinations in the City. As shown on the Destinations Served Project Map, major destinations served within a three-quarter radius mile from the project are: 1. Loma Vista Middle School with enrollment of 986 students. 2. Rosemary Kennedy Elementary School with enrollment of 396 students 3. Arlington Temporary Assistance Food Bank -- This is a nonprofit organization that helps families and individuals who have temporary subsistence needs by giving them free groceries, emergency food pantry, holiday food packages, clothes, and assist them as they struggle for self-sufficiency. 4. Veterans Organization VFW Post 9223 -- This is a nonprofit organization that provides support for veterans of the US Armed Forces. Veteran Services connects veterans with several government agencies and nonprofit organizations at the federal, state, and City level. These services include veteran benefits assistance, services for veterans with disabilities, and information about medical care, insurance, and education benefits. 5. Retail Centers -- There are three shopping centers located at the northeast, southeast, and southwest corners of Arlington Avenue and Tyler Street. The stores and services in those shopping centers are AutoZone Auto Parts, Riverside Auto Group used car dealer, Little Caesar's Pizza, Fastrip Convenience Store, Centro Dental Latino, and a few other local restaurants. 6. Norte Vista High School with enrollment of 2,095 students. 7. Park Vista I park. 8. Park Vista II park. 9. Santa Ana River Trail and Wildlife Preserve--The Santa Ana River Trail is a regional Class I bicycle trail that spans across several cities, including Norco, Riverside, Jurupa, Colton, and San Bernardino.

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.

The proposed project will provide residents with a complete walking path which will improve sidewalk connectivity and separate pedestrians from vehicular traffic, thus significantly improving safety by reducing the risk of vehicular versus pedestrian incidents. Within a three-quarter mile radius from the project location, there are one elementary, one middle school, and one high school with a combined student population of 3,438 students. Pedestrian and bicyclist counts were conducted for a 24-hour period on April 18, 2023, at 3 intersections along Stove Avenue at Chadbourne Avenue, Gaylord Street, and Jones Avenue yielded a combined total of 28 bicyclists and 74 pedestrians. The counts seem low due to lack of a sidewalk, obstructions within the parkways (mail boxes, signs, power poles, landscaping including trees and hardscape, cars parked in the parkway), and curb side parked cars, forcing pedestrians to walk in the street. Per the attached Safety Project Data and Map, there have been 1 fatality, 23 injury-related, and 6 incidents where the injured complained of pain in the past 10 years.

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 ¼ mile or a 2-mile radius.

For pedestrian projects, these amenities need to be within ¼ 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.

As shown on the Multimodal Access Map, there are sixteen (16) existing bus stops within a ¼-mile radius of the proposed project. • Arlington Avenue – 13 bus stops (#1 to #13) • Tyler Avenue – 3 bus stops (#14 to #16) The Project Background & Project Description Map shows the existing sidewalk network (Green color) in the vicinity of the project. The proposed sidewalk improvements would provide continuous walking paths to bus stops, thereby facilitating pedestrians access to public transportation. The City's public transportation network is robust and the improved sidewalk connectivity would assist and encourage the use of alternate transportation modes.

H. Matching Funds (max 10 points)

10% Programming Cap: \$690,120.20		20% Programming Cap: \$1,380,240.40		Match %	Points
Agency	Split %	Match Points			
Local Match:	594,500.00	50%	10.00	50%	10
SB 821 Request:	594,500.00	50%		45%	9
		50%		40%	8
		50%		35%	7
		100%		30%	6
				25%	5
				20%	4
				15%	3
				10%	2
				5%	1
				0%	0

I. Population Equity (max 5 points)

Agency: Riverside, City of Population Equity Points
3.00

J. Attachments

Upload attachments indicated from previous sections.

Title

Commitment to Local Match.pdf

Destinations Served Project Map.pdf

Multimodal Access Access Project Map.pdf

Project Background and Description Map.pdf

Safety Project Data and Map.pdf

Prelim Stover Ave Sidewalk Estimate - South.pdf

Document Type

Commitment to Local Match

Destinations Served Project Map

Multimodal Access Project Map

Project Background & Project Description Map

Safety Project Map

Project's Engineers Estimate

K. Certification

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

Name: Thuy Nguyen

Title: Senior Management Analyst

Date: 04/26/2023

Map Tab

Project Number: 000172 Agency: Riverside, City of




Project Name: Stover Avenue Sidewalk Improvements

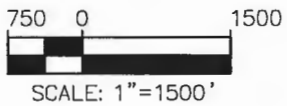
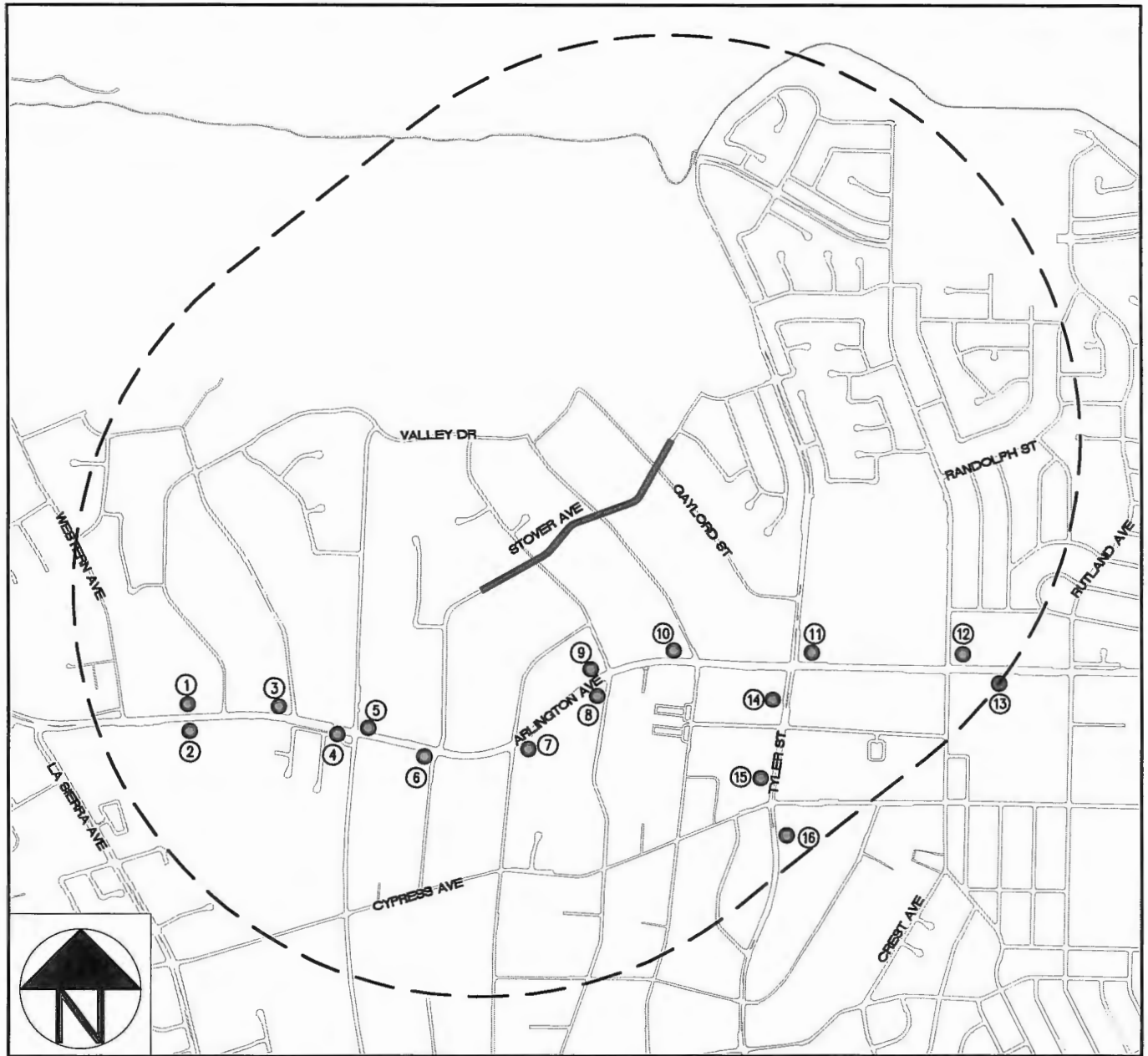
Status: Submitted To RCTC

Project Type: Pedestrian Project

Quickstop






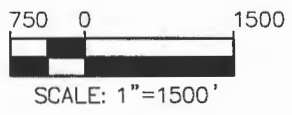
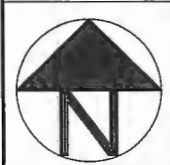
-  EXISTING RTA BUS STOP
-  PROPOSED SIDEWALK
-  3/4 MILE BUFFER



MULTIMODAL ACCESS PROJECT MAP

WARD 7 STOVER AVE SIDEWALK IMPROVEMENTS

-  PROPOSED SIDEWALK
-  EXISTING SIDEWALK
-  3/4 MILE BUFFER



PROJECT BACKGROUND & PROJECT DESCRIPTION MAP
WARD 7 STOVER AVE SIDEWALK IMPROVEMENTS



Existing Power pole

Existing volunteer
vegetation

Existing mailbox

Existing parked car

Existing mailbox

Existing mailbox

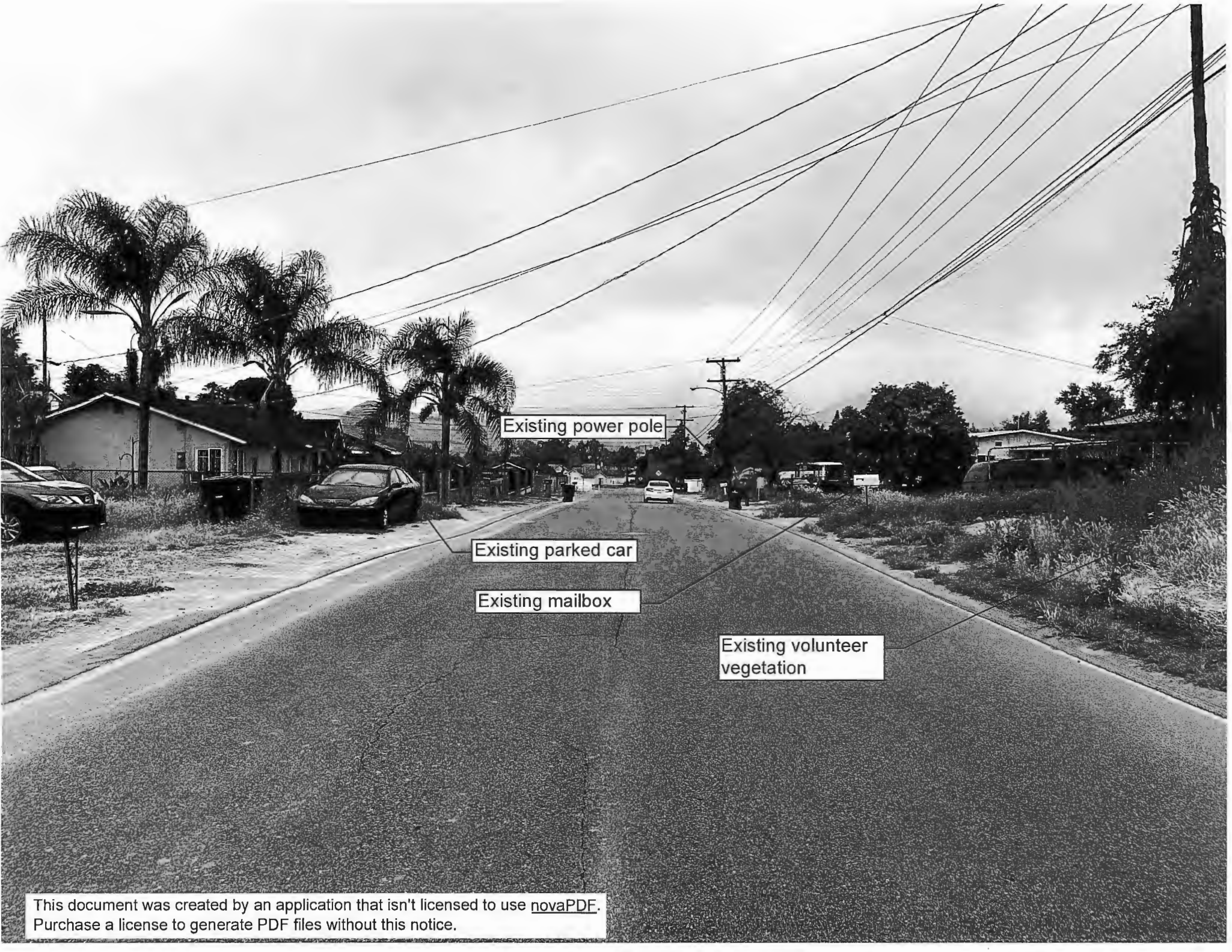
Existing parked car



Existing volunteer
vegetation

Existing dirt
shoulder

Existing driveway



Existing power pole

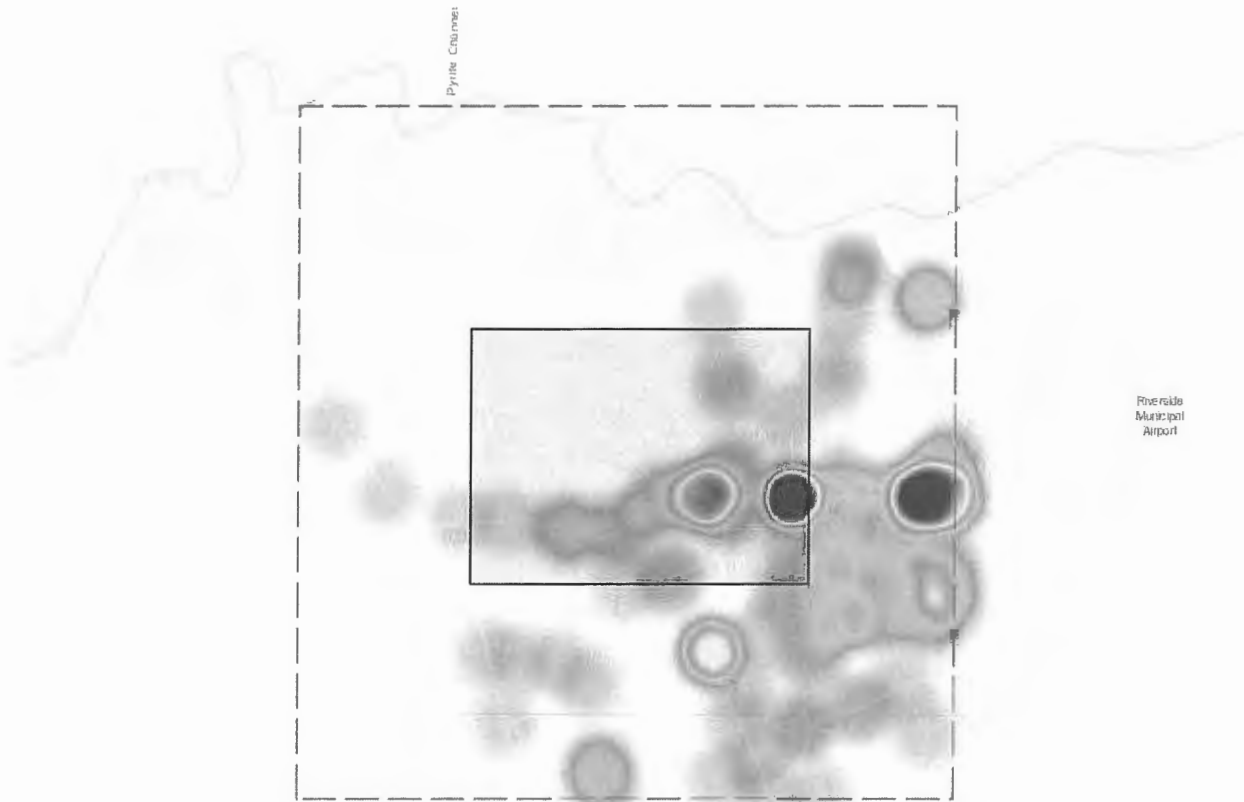
Existing parked car

Existing mailbox

Existing volunteer vegetation

Community Heat Map:

Step 3: Draw the project boundaries to get detailed crash data summaries and map



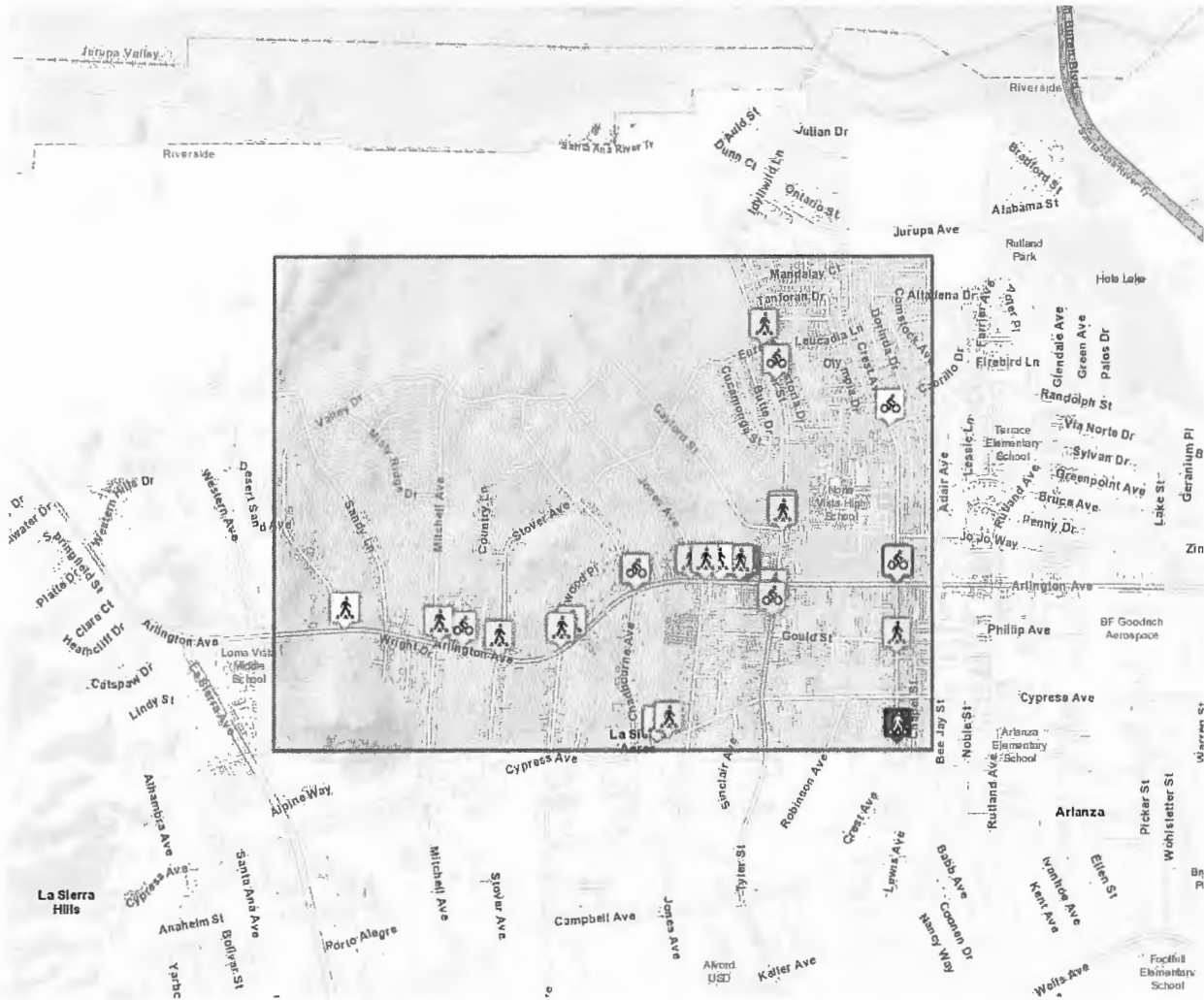
of Crashes



The heat map intensity scale is custom generated for the selected community.

Project Area Crash Map: 30 total crashes.

Step 4: Review the project-specific crash map



Crash Severity

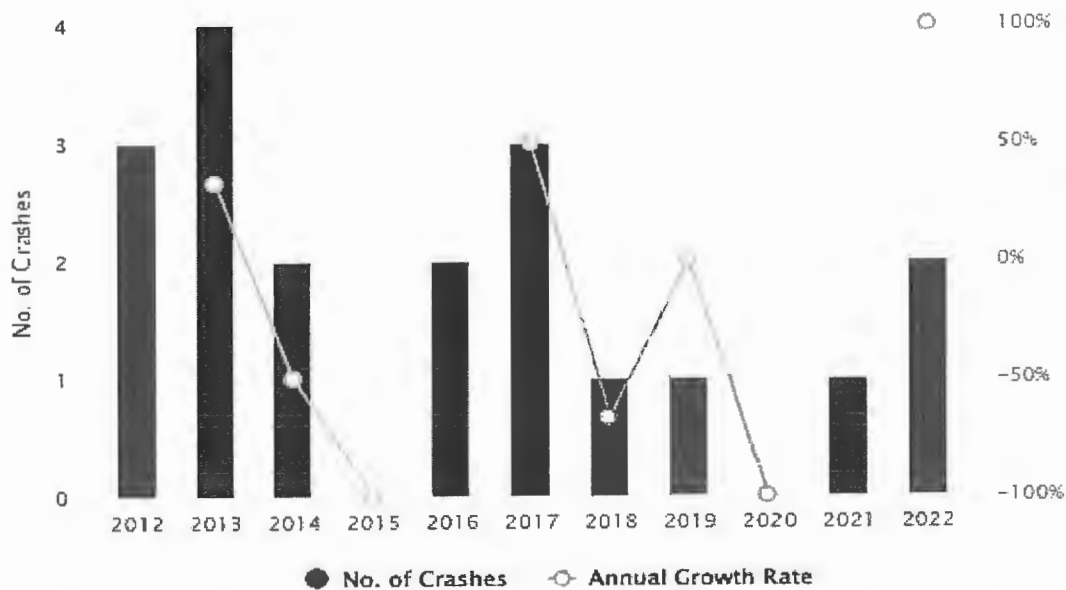
	Fatal
	Severe Injury
	Other Visible Injury
	Complaint of Pain

Step 5: Review the crash summary data, graphs and tables provided.

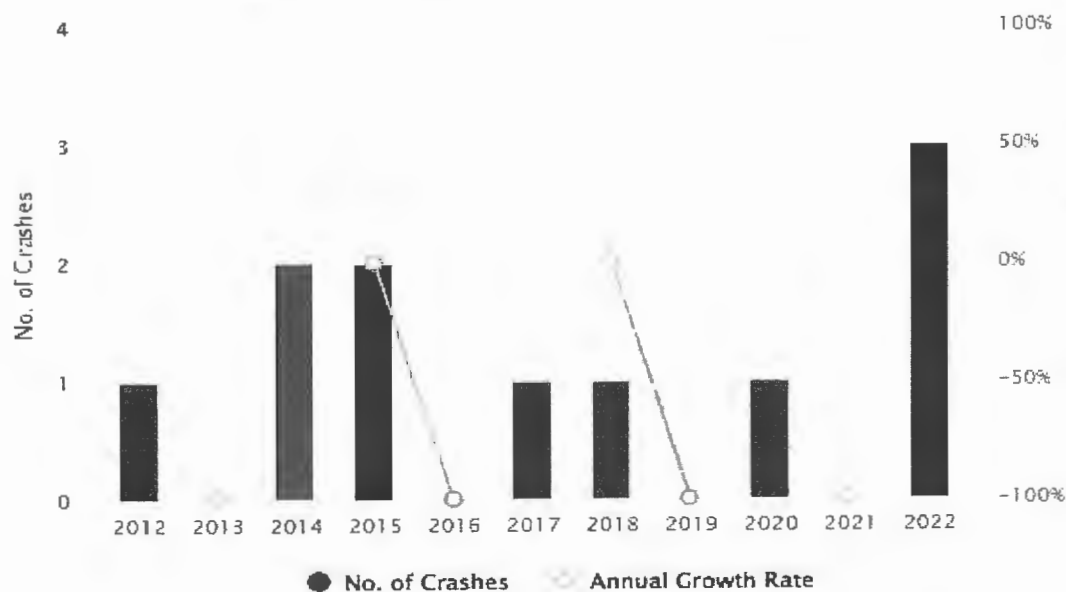
Summary Results

Involved With	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Total
Bicycle	0	0	7	4	11
Pedestrian	1	2	14	2	19

Pedestrian Crashes Annual Growth (N/A)



Bicycle Crashes Annual Growth (N/A)



Crash List

CASE ID	Date	Time	Primary Rd	Secondary Rd	Dist & Dir from Int.	Bike	Ped	Killed	Injured
5500440	02/05/2012	15:45	Arlington Av	Norwood Av	180 ft East	No	Yes	0	1
5642187	05/19/2012	17:41	Arlington Av	Crest Av	At Int	Yes	No	0	1
5809321	10/27/2012	21:46	Crest Av	Gould St	174 ft South	No	Yes	0	1
5961944	12/21/2012	17:23	Arlington Av	Tyler St	375 ft West	No	Yes	0	1
6045186	04/03/2013	19:30	Stover Av	Arlington Av	At Int	No	Yes	0	1
6079850	05/14/2013	11:59	Arlington Av	Jones St	165 ft West	No	Yes	0	1
6290976	07/13/2013	02:29	Crest Av	Babb Av	53 ft North	No	Yes	1	0
6215379	09/12/2013	02:56	Cypress Av	Dorothy Dr	50 ft West	No	Yes	0	1
6367333	01/03/2014	19:30	Tyler St	Eureka St	At Int	No	Yes	0	1
6404747	02/20/2014	20:19	Arlington Av	Jones Av	236 ft East	Yes	No	0	1
6602190	08/01/2014	00:52	Tyler St	Arlington Av	280 ft South	No	Yes	0	1
6602214	08/14/2014	20:31	Crest Av	Randolph St	12 ft South	Yes	No	0	1
7066938	08/30/2015	20:30	Tyler St	Gould St	190 ft North	Yes	No	0	1
7118074	10/13/2015	07:45	Arlington Av	Mitchell Av	357 ft East	Yes	No	0	1
7159065	01/29/2016	17:41	Arlington Av	Crest Av	At Int	No	Yes	0	1
8177777	10/19/2016	15:51	Cypress Av	Jones Av	282 ft West	No	Yes	0	1
8320075	02/21/2017	18:22	Arlington Av	Jones Av	202 ft East	No	Yes	0	1
8372467	04/17/2017	07:25	Tyler St	Gaylord St	At Int	No	Yes	0	1
8374281	05/09/2017	18:13	Arlington Av	Chadbourne Av	At Int	Yes	No	0	1
8458025	08/31/2017	07:52	Norwood Av	Arlington Av	At Int	No	Yes	0	1
8608653	04/09/2018	06:04	Arlington Av	Jones Av	32 ft East	No	Yes	0	1
8720252	10/12/2018	15:27	Tyler St	Eureka Dr	450 ft South	Yes	No	0	1
8951608	09/24/2019	13:43	Arlington Av	Valley Dr	160 ft East	No	Yes	0	1
9116825	06/26/2020	22:06	Chadbourne Av	Arlington Av	At Int	Yes	No	0	1
9354881	09/15/2021	16:54	Tyler St	Gaylord St	50 ft South	No	Yes	0	4
9458789	04/20/2022	21:14	Arlington Av	Mitchell Av	42 ft East	No	Yes	0	1
9483952	06/28/2022	20:27	Arlington Av	Crest Av	At Int	Yes	No	0	1
81899454	08/23/2022	06:40	Arlington Av	Crest Av	At Int	Yes	No	0	1
9512252	08/23/2022	06:40	Arlington Av	Crest Av	At Int	Yes	No	0	1
81912108	09/19/2022	05:23	Arlington Av	Tyler St	466 ft West	No	Yes	0	1

Engineer's Estimate

Stover Ave - From Fury Dr to Eagle Rock Dr

Plan Nos.: Prelim

Amount rounded to Nearest: \$.01

No.	CONTRACT BID ITEMS	Quantity	Unit	Unit Price	Total
INCIDENTAL ITEMS					
1	Mobilization (P)	1	LS	\$40,000.00	\$40,000.00
2	Traffic Control and Access	1	LS	\$15,000.00	\$15,000.00
3	Water Pollution Control	1	LS	\$10,000.00	\$10,000.00
4	Clearing and Grubbing - Includes removal of trees less than 6" in diameter, shrubs, existing hardscape, pavers, fences, gates, etc...	1	LS	\$75,000.00	\$75,000.00
5	Unclassified Excavation	2,444	CY	\$40.00	\$97,748.00
6	Construct Concrete Curb and Gutter per City Std 200	1,791	LF	\$48.00	\$85,968.00
7	Construct PCC Retaining Curb Monolithic with sidewalk	44	LF	\$40.00	\$1,760.00
8	Asphalt Concrete - DGAC	15	TON	\$135.00	\$2,025.00
9	Crushed Aggregate Base	117	C.Y.	\$90.00	\$10,530.00
10	Construct Retaining Wall (4ft high max)	510	SF	\$20.00	\$10,200.00
11	Driveway Match-up	1,200	SF	\$60.00	\$72,000.00
12	Construct Driveway Approach per City Std. 302 Type Curb-I	3,135	SF	\$15.00	\$47,017.50
13	Construct Concrete Pedstrian Ramp per City Std 304, Type per Plan	5	EA	\$6,000.00	\$30,000.00
14	Construct Concrete Sidewalk per City Std 325, W=6' (Includes parkway slope grading in conformance with the plans and the Standard 325)	12,536	SF	\$20.00	\$250,720.00
15	Adjust Rolling wrought Iron gate	3	EA	\$10,000.00	\$30,000.00
16	Relocate/Adjust Chain Link Fence and Gates	710	LF	\$120.00	\$85,200.00
17	Remove and Replace wooden fence	185	LF	\$100.00	\$18,500.00
18	Tree Removal	1	EA	\$3,000.00	\$3,000.00
19	Relocate Mailbox	2	EA	\$75.00	\$150.00
20	Adjust Fire Hydrant to grade	2	EA	\$5,000.00	\$10,000.00
21	Relocate Service Power Pole	2	EA	\$5,000.00	\$10,000.00
22	Relocate/Replace Guy-Wire to sidewalk guy-wire	1	EA	\$1,000.00	\$1,000.00
23	(S) Roadside Signs with Post	6	EA	\$950.00	\$5,700.00
24	(S) Street Name - One post	1	EA	\$1,400.00	\$1,400.00
TOTAL					\$913,000.00
CONSTRUCTION CONTINGENCIES (10%)					\$92,000.00
TOTAL CONSTRUCTION					\$1,005,000
Incidental Items					
Construction Administration (10%)					\$92,000
Engineering and Survey (10%)					\$92,000
Subtotal Incidentals Items					\$184,000
TOTAL PROJECT COST					\$1,189,000



City of Arts & Innovation

April 11, 2023

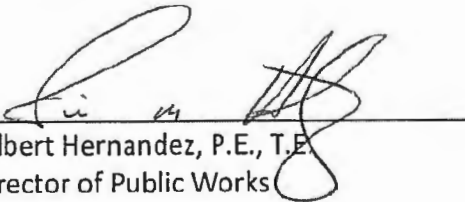
TDA Article 3 (SB 821) Evaluation Committee
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

RE: Local Match Funding for Stover Avenue Sidewalk Improvements

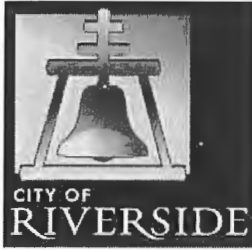
Dear SB 821 Evaluation Committee,

This letter provides confirmation that the City of Riverside Public Works Department has funding available to commit to the local share match presented in its application for the Stover Avenue Sidewalk Improvements project. Each Fiscal year, the City budgets the sum of \$300,000 in Gas Tax funds for the construction of new sidewalks throughout the City. The Stover Avenue Sidewalk Improvements project will be included in the City's Capital Improvement Projects upon notification of funding availability from the TDA Article 3 (SB821) Bicycle and Pedestrian Facilities Program. The local matching funds will be available over the three programming years of FY 2023/24, FY 2024/25, and FY2025/26.

Sincerely,



Gilbert Hernandez, P.E., T.E.
Director of Public Works
City of Riverside



City of Riverside

City Council

City of Arts & Innovation

Agenda - Revised

Mayor
Patricia Lock Dawson

Councilmembers:

Erin Edwards
Clarissa Cervantes
Ronaldo Fierro
Chuck Conder
Gaby Plascencia
Jim Perry
Steve Hemenway

Meeting Date: Tuesday, April 18, 2023
Publication Date: Friday, April 14, 2023

3:00 PM

City Hall - Art Pick Council Chamber
3900 Main Street, Riverside

Live Webcast at:
www.RiversideCA.gov/Meeting or
www.WatchRiverside.com
Originally Published: April 6, 2023

MISSION STATEMENT

The City of Riverside is committed to providing high quality municipal services to ensure a safe, inclusive, and livable community.

Face coverings are strongly recommended.

For virtual Public Comment, two options are available:

VIA TELEPHONE:

Call (669) 900-6833 and enter Meeting ID: 926 9699 1265
Press *9 to be placed in the queue to speak.

Individuals in the queue will be prompted to unmute by pressing *6 to speak.

VIA ZOOM:

Use the following link: <https://zoom.us/j/92696991265>
Select the "raise hand" function to request to speak.

An on-screen message will prompt you to "unmute" and speak.

Public comments are limited to 3 minutes.

Please follow along via the telephone or Zoom options above to ensure you call in at the appropriate time for your item(s).

Public comments regarding items on this agenda or any matters within the jurisdiction of the City Council can be submitted via the eComment feature at www.riversideca.gov/meeting until two hours before the meeting. Email comments to City_Clerk@riversideca.gov.

Pursuant to the City Council Meeting Rules adopted by Resolution No. 23618, the Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

The City of Riverside is committed to fostering a respectful workplace that requires all employees and external stakeholders to embrace a culture of transparency and inclusivity. This includes acceptable behavior from everyone; a workplace that provides dignity, respect, and civility to our employees, customers, and the public they serve. City meetings should be a place where all members of our community feel safe and comfortable to participate. While there could be a high level of emotion associated with topics on this agenda, the City would like to set the expectation that all members of the public use language appropriate to a collaborative, professional, and respectful public environment.

The City is resolute in its commitment to eliminate any form of harassment, discrimination, or retaliation in the workplace. The City maintains a zero-tolerance policy for harassment, discrimination, and retaliation in compliance with new harassment and discrimination laws.

LISTENING ASSISTIVE DEVICES are available for the hearing impaired. The City of Riverside wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by 42 U.S.C. §12132 of the Americans with Disabilities Act of 1990. Any person requiring a modification or accommodation in order to participate in this meeting may contact the City's ADA Coordinator at 951-826-5427 at least 72 hours before the meeting, if possible. TTY users call 7-1-1 for telecommunications relay services (TRS).

Agenda related writings or documents provided to the City Council are available in the Office of the City Clerk, at www.riversideca.gov/meeting, and in the binder located near the entrance of the Art Pick Council Chamber while the meeting is in session.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council.

3 P.M.

MAYOR CALLS MEETING TO ORDER

INVOCATION - Councilwoman Plascencia

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENT

Audience participation is encouraged. Public comments are limited to 3 minutes.

- 1 To comment on Closed Sessions and any matters within the jurisdiction of the City Council, you are invited to participate in person or call at (669) 900-6833 and enter Meeting ID: 926 9699 1265. Press *9 to be placed in the queue to speak. Individuals in the queue will be prompted to unmute by pressing *6 when you are ready to speak.

To participate via ZOOM, use the following link: <https://zoom.us/j/92696991265>. Select the "raise hand" function to request to speak. An on-screen message will prompt you to "unmute" and speak.

COMMUNICATIONS

- 2 Intergovernmental relations and legislative update (City Manager) (All Wards) (5-minute presentation)
- 3 Homeless solutions update (City Manager) (All Wards) (5-minute presentation)
- 4 Sustainability update (City Manager) (All Wards) (5-minute presentation)
- 5 Legal Update (City Attorney) (All Wards) (5-minute presentation)
- 6 Declaration of conflicts of interest on any agenda items (City Council)

PRESENTATION

- 7 Library Department overview and employee recognition (All Wards)

Attachments: Presentation

DISCUSSION CALENDAR

Audience participation is encouraged. Public comments are limited to 3 minutes.

- 8 Fiscal Year 2022-23 Second Quarter Financial update - Approval of mid-cycle adjustments of \$46,502,618 - Supplemental appropriation - Five affirmative votes required (Finance) (All Wards) (15-minute presentation)

Attachments: Report
Mid-Cycle Budget Adjustments
Fiscal Update
Measure Z Spending Plan
Measure Z Accomplishments
Second Quarter Financial update

CLOSED SESSIONS

Time listed is approximate. The City Council may adjourn to the below listed Closed Sessions at their convenience during this City Council meeting.

- 9 This item was removed from the agenda.
- 10 Pursuant to Government Code §54956.9(d)(1) to confer with and/or receive advice from legal counsel concerning Sheila Simmons v. City of Riverside, et al., Riverside Superior Court Case No. CVRI2100546

Attachments: Report

- 11 Pursuant to Government Code §54956.9(d)(1) to confer with and/or receive advice from legal counsel concerning Edna Bazile v. City of Riverside, et al., Riverside Superior Court Case No. CVRI2301054

Attachments: Report

- 12 Pursuant to Government Code §54956.9(d)(1) to confer with and/or receive advice from legal counsel concerning City of Riverside v. Pepe's Inc., Riverside Superior Court Case No. CVRI2205025

Attachments: Report

- 13 Pursuant to Government Code §54956.9(d)(1) to confer with and/or receive from legal counsel concerning Daniel Hoxmeier v. City of Riverside, WCAB Claim No.(s): 180011

Attachments: Report

- 14 Pursuant to Government Code §54957(a) for consultation with Chief of Police Larry Gonzalez and Chief Information Officer George Khalil regarding threat to public

services or facilities

Attachments: Report

- 15 Pursuant to Government Code §54956.9(d)(2) to confer with and/or receive advice from legal counsel concerning anticipated litigation - two cases

Attachments: Revised Report
Report

- 16 Pursuant to Government Code §54956.9(d)(4) to confer with and/or receive advice from legal counsel concerning the City Council deciding whether to initiate litigation - one case

Attachments: Report

- 17 Pursuant to Government Code §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of all Executive Management employees except the City Manager, City Attorney, and City Clerk, all Management and Confidential employees as defined by PERS, Fire Management Unit, Riverside City Firefighters Association, Riverside Police Officers Association (Police and Police Supervisory Units), Service Employees International Union #721, International Brotherhood of Electrical Workers #47, and Riverside Police Administrators Association

Attachments: Report

- 18 Pursuant to Government Code §54957 for performance evaluation of City Attorney

Attachments: Report

- 19 Pursuant to Government Code §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of unrepresented employee: City Attorney

Attachments: Report

- 20 Pursuant to Government Code §54957 for performance evaluation of City Clerk

Attachments: Report

- 21 Pursuant to Government Code §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of unrepresented employee: City Clerk

Attachments: Report

6:15 P.M.**MAYOR/COUNCILMEMBER COMMUNICATIONS**

- 22 Brief reports on conferences, seminars, and regional meetings attended by Mayor and City Council, Ward updates, and announcements of upcoming events

Announcement of Committee meetings:

Safety, Wellness and Youth Committee at 1:00 p.m. on Wednesday, April 19, 2023, Art Pick Council Chamber

Housing and Homeless Committee at 3:30 p.m. on Monday, April 24, 2023, Art Pick Council Chamber

CEREMONIAL PRESENTATION

- 23 Mayor Lock Dawson to present a Proclamation to Make-A-Wish Orange County and of the Inland Empire Wish Granter Volunteer Darla Brokus recognizing April 29, 2023, as Make-A-Wish Day (5-minute presentation)

DISCUSSION CALENDAR

*Audience participation is encouraged. Public comments are limited to 3 minutes. Press *9 to be placed in the queue to speak when the Discussion item is called.*

- 24 Land Use, Sustainability, and Resilience Committee recommends the Downtown Public Parking Program update - A Resolution of the City Council of the City of Riverside, California, amending Resolution No. 21322 to revise the Parking Rate and Hour Schedule to provide for new parking programs, rates, and hours of operation - Waive further reading - Direct staff to return to City Council with amended contracts with Parking Concepts, Inc., and TIBA Parking Systems - Direct staff to return to Transportation Board and Mobility and Infrastructure Committee with semi-annual parking updates (Public Works) (Ward 1) (15-minute presentation)

Attachments: [Report](#)
[Resolution](#)
[Community Engagement Timeframe](#)
[Recommended Parking Rates and Hour Schedule](#)
[Parking Fund \(570\) 3-Year Projections](#)
[Resolution No. 23736](#)
[Presentation](#)

7 P.M.**PUBLIC COMMENT**

Audience participation is encouraged. Public comments are limited to 3 minutes.

25 To comment on the Consent Calendar and any matters within the jurisdiction of the City Council, you are invited to participate in person or call at (669) 900-6833 and enter Meeting ID: 926 9699 1265. Press *9 to be placed in the queue to speak. Individuals in the queue will be prompted to unmute by pressing *6 when you are ready to speak.

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CONSENT CALENDAR - Item # 27-37

All matters listed under the CONSENT CALENDAR are considered routine by the City Council and may be enacted by one motion in the form listed below. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, Members of the City Council or staff request specific items be removed from the Consent Calendar for separate action.

26 Announcement of Measure Z Funded Item No. 31

Attachments: [Measure Z Photo](#)

City Clerk

27 Minutes of April 4, 2023

Attachments: [Minutes](#)

28 Appoint Oscar Valadez to Transportation Board Citywide seat, Barbie T. Gomez to Commission of the Deaf Citywide seat, and Desiree N. Wroten to Budget Engagement Commission Ward 3 Resident seat (All Wards)

Attachments: [Report](#)

29 Correction to City Council minutes of February 21, 2023, to reflect the Amendment to the Agreement with Raincross Hospitality Corporation was removed from the agenda and forwarded to Financial Performance and Budget Committee (All Wards)

Attachments: [Report](#)
[Minutes 2-21-23](#)

Finance

- 30 Fiscal Year 2022-23 six months ending December 31, 2022, cash, investments, and debt report (All Wards)

Attachments: [Report](#)
[Cash and Investment - Quarter 1](#)
[Cash and Investment Report - Quarter 2](#)
[Six Month Debt Report](#)
[Presentation](#)

General Services

- 31 MEASURE Z - Purchase of four 30-ton replacement heating, ventilation and air conditioning units from Russell Siglar, Inc., for \$213,092.40 from Measure Z, Annual Deferred Maintenance Account for Magnolia Police Station - A Resolution of the City Council of the City of Riverside, California, waiving the formal bidding provisions of Section 1109 of the Charter of the City of Riverside under the City forces exception for the purchase of HVAC equipment to be installed by City forces at the Magnolia Police Station - Waive further reading - Five affirmative votes required (Ward 6)

Attachments: [Report](#)
[Sourcewell Quote](#)
[Sourcewell Contract](#)
[Resolution](#)

- 32 First Amendment to Ground Lease Agreement with Riverside Air Service, Inc., for multi-unit aircraft hangar complex development at Riverside Municipal Airport extending term through July 30, 2023, with three-month extension option - 6951 Flight Road (Ward 3)

Attachments: [Report](#)
[Agreement](#)

- 33 Second Amendment to Lease Agreement with Riverside Airport Café to update the Percentage Monthly Rental calculation at Riverside Municipal Airport - 6951 Flight Road (Ward 3)

Attachments: [Report](#)
[Agreement](#)

Public Utilities

- 34 Approve vehicle purchase agreements with multiple vendors through Sourcewell

Cooperative Purchasing for estimated amount of \$4,814,000 plus interest from Water Field Account for Water Field and Operations divisions (All Wards)

Attachments: [Report](#)
[Sourcewell Solicitation Process](#)
[Sourcewell Vehicle Purchase Agreements](#)
[Presentation](#)

Public Works

35 A Resolution of the City Council of the City of Riverside, California, authorizing the City Manager, or his Designee, to apply for, submit, and execute all required documents with the California Department of Transportation for not-to-exceed \$3 million for the Clean California Local Grant Program for beautification efforts along Martin Luther King Boulevard between Kansas Avenue and Canyon Crest Drive - Waive further reading - Supplemental appropriation - Five affirmative votes required (Ward 2)

Attachments: [Report](#)
[Resolution](#)
[Local Match Calculation Form](#)

36 Fiscal Year 2023-24 Transportation Development Act Article 3, (Senate Bill 821) grant applications to Riverside County Transportation Commission for \$1,380,240 with City-match of \$1,380,240 for total project cost of \$2,760,480 for concrete sidewalks and pedestrian ramps on Stover Avenue, installation of LED Stop signs, crosswalks, audible pedestrian push button systems and upgraded pedestrian ramps at various Citywide intersections (All Wards)

Attachments: [Report](#)
[Stover Ave. Sidewalk Location Map](#)
[Pedestrian and Bicycle Safety Project List](#)

37 2023 Western Riverside Regional Arterials grant application to Riverside County Transportation Commission for \$4,000,000 for plans, specifications, and estimates project phase for State Route 91/Adams Street interchange reconstruction (Wards 4 and 6)

Attachments: [Report](#)
[Location Map](#)

COMMUNICATIONS

38 City Attorney report on Closed Session discussions

39 Items for future City Council consideration as requested by Mayor or Members of

the City Council - City Manager/City Attorney reports

* * * * *

*The next regular City Council meeting is scheduled for
Tuesday, April 25, 2023*

*City Council meetings broadcast with closed captioning available on
AT&T Channel 99,
Charter Spectrum Channel 3,
and Frontier Cable Channel 21
Rebroadcast Wednesdays at 9 p.m., Fridays at 1 p.m., and Saturdays at 9 a.m.*

*View live Webcast of the City Council Meeting at:
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Riverside Public Utilities (@RPUNews)*

* * * * *

*Sign up to receive critical information such as unexpected road closures, utility outages,
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www.RiversideAlert.com



City Council Memorandum

City of Arts & Innovation

TO: HONORABLE MAYOR AND CITY COUNCIL **DATE:** APRIL 18, 2023

FROM: PUBLIC WORKS DEPARTMENT **WARDS:** ALL

SUBJECT: APPROVAL OF TWO FISCAL YEAR 2023-24 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3, SENATE BILL 821 GRANT APPLICATIONS TO THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION FOR \$1,380,240, FOR A TOTAL PROJECT COST OF \$2,760,480 WITH REQUIRED CITY MATCH, FOR CONCRETE SIDEWALKS AND PEDESTRIAN RAMPS ON STOVER AVENUE, INSTALLATION OF LED STOP SIGNS, CROSSWALKS, AUDIBLE PEDESTRIAN PUSH BUTTON SYSTEMS AND UPGRADED PEDESTRIAN RAMPS AT VARIOUS CITYWIDE INTERSECTIONS (ALL WARDS)

ISSUE:

Authorize the submittal of two grant applications requesting up to \$1,380,240 in grant funding for the Transportation Development Act Article 3 (Senate Bill 821) Grant Program offered by the Riverside County Transportation Commission to construct new concrete sidewalks and pedestrian ramps, new LED stop signs, new high visibility crosswalks, and new audible pedestrian push button systems Citywide. The total project cost is estimated at \$2,760,480 which is two grant awards and required dollar-for-dollar City match funds.

RECOMMENDATIONS:

That the City Council:

1. Authorize the Public Works Department to prepare and submit a FY 2023/24 Transportation Development Act Article 3 (Senate Bill 821) grant application (Grant #1) to the Riverside County Transportation Commission in an amount up to \$690,120 (with \$690,120 in required City match funds) to construct new concrete sidewalks and pedestrian ramps on Stover Avenue from Fury Drive to Eagle Rock Drive; and
2. Authorize the Public Works Department to prepare and submit a FY 2023/24 Transportation Development Act Article 3 (Senate Bill 821) grant application (Grant #2) to the Riverside County Transportation Commission in an amount up to \$690,120 (with \$690,120 in required City match funds) to install LED Stop signs, high visibility crosswalks, audible pedestrian push buttons systems, and upgraded pedestrian ramps at various intersections Citywide.

BACKGROUND:

Transportation Development Act (TDA) Article 3, or Senate Bill (SB) 821, Bicycle and Pedestrian Facilities Program funding, is provided through a ¼ cent of the general sales tax collected statewide. The TDA provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance (STA). The LTF provides funding for essential transit and commuter rail services, TDA Article 3/SB 821, and planning efforts. Each year, 2% of the LTF revenue is made available for use on bicycle and pedestrian facility projects through the TDA Article3/SB 821 program. TDA Article 3/SB 821 is a discretionary program administered by the Riverside County Transportation Commission (RCTC). The total amount available for programming in the 2023/24 TDA Article 3/SB 821 Call for Projects is an estimated \$6,901,202. Each City/Agency is eligible to submit up to three applications. Each application is limited to a maximum request of \$690,120, which is 10% of available grant funding. Total award to each City/Agency is limited to \$1,380,240, or 20% of available funding. Both project applications require 1:1 local match from the City.

The TDA Article3/SB 821 Call for Projects occurs on a biennial basis, with a release date on February 6, 2023, and a due date on April 27, 2023. Per RCTC's TDA Article3/SB 821 adopted policies, awardees receiving an allocation have 36 months from award, defined as July 1 of the Call for Projects fiscal year cycle to complete construction. Eligible projects include:

- Construction, including related engineering expenses, of bicycle and pedestrian facilities, or for bicycle safety education programs;
- Maintenance of bicycling trails, which are closed to motorized traffic;
- Maintenance and repairs of Class I off-street bicycle facilities only;
- Restriping Class II bicycle lanes;
- Providing facilities for the use of bicycles 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; and
- Development of comprehensive bicycle and pedestrian plans (limitations apply). Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities.

DISCUSSION:

The Public Works Department is requesting authorization from the City Council to submit a grant application requesting a total of up to \$690,120 in TDA Article3/SB 821 grant funding to construct new concrete sidewalks and pedestrian ramps on Stover Avenue from east of Fury Drive to west of Eagle Rock Drive (Attachment 1).

Additionally, the Public Works Department is requesting authorization from the City Council to submit a grant application requesting a total of up to \$690,120 in TDA Article3/SB 821 grant funding to install solar-powered LED-flashing stop signs, upgraded high-visibility crosswalks, updated pedestrian ramps, audible pedestrian push button systems Citywide. A full list of project locations is shown in Attachment 2.

The recommended streets and intersections are in close vicinity to local schools, parks, medical facility, the downtown area, employment centers, and commercial retail shopping centers and support requests from the community to improve these facilities and locations. If the projects are awarded, new sidewalks, stop signs, crosswalks, pedestrian ramps, and audible pedestrian push button systems are expected to improve sidewalk connectivity, enhance safety and mobility for residents, and improve public health by encouraging increased walking and a more active lifestyle. The combined effects would also reduce greenhouse gas emissions as residents would be encouraged to walk for shorter trips.

STRATEGIC PLAN ALIGNMENT:

This item supports **Strategic Priority 6 – Infrastructure, Mobility, and Connectivity** and aims to ensure safe, reliable infrastructure that benefits the community and facilitates connection between people, places, and information. The proposed TDA Article 3/SB 821 funded projects align with the goals below:

6.1 – Provide, expand and ensure equitable access to sustainable modes of transportation that connect people to opportunities such as employment, education, healthcare, and community amenities.

6.2 – Maintain, protect, and improve assets and infrastructure within the City's built environment to ensure and enhance reliability, resiliency, sustainability, and facilitate connectivity.

6.3 – Identify and pursue new and unique funding opportunities to develop, operate, maintain, and renew infrastructure and programs that meet the community's needs.

This project aligns with each of the five Cross-Cutting Threads as follows:

1. **Community Trust** – The proposed improvements are part of a more significant endeavor to improve the City's transportation network and quality of life for the residents and visitors. The proposed project improvements are primarily based on residential service requests received by the Public Works Department.
2. **Equity** – Public Works strives to improve the City's roadway network to provide safe and reliable transportation in all areas of the City. The proposed project includes locations within all wards, many located in disadvantaged communities that will benefit from improved active transportation connectivity.
3. **Fiscal Responsibility** – The proposed pedestrian and bicycle improvement projects leverage various city funds to garner grant funding of an equal matching amount, doubling the budget for needed improvements to a total of up to \$2,760,480 (which includes the agency maximum grant award of \$1,380,240).
4. **Innovation** – The proposed LED Lit Stop sign improvements combine innovative solar technology with an updated traffic safety device element to increase compliance with stop signs and improve safety at the intersections.
5. **Sustainability & Resiliency** – The construction materials specified for the proposed projects meet or exceed industry standards and are expected to last well into the future.

The improvements will also promote a sustainable, healthy lifestyle by enhancing the safety and connectivity of walking paths and bikeways.

FISCAL IMPACT:

The total estimated fiscal impact of this recommendation is up to \$2,760,480, which is comprised of \$1,380,240 in RCTC grant funds over two awards, and an additional \$1,380,240 in local matching funds to complete the TDA Article 3/SB 821 infrastructure improvements (Table 1).

Table 1 – Project Costs:

Project Name	TDA Article 3 (SB 821) Bicycle and Pedestrian Grant Program Funds Requested	Local Match Funds (50%)	Total Project Cost
Stover Avenue sidewalk improvements	\$690,120	\$690,120	\$1,380,240
Citywide LED Stop Signs, High-Visibility Crosswalks, Rectangular Rapid Flashing Beacons (RRFB), Audible Pedestrian Push Button Systems (APS), & Green Bike Lane Striping	\$690,120	\$690,120	\$1,380,240
Estimated TDA Article 3 (SB 821) Bicycle & Pedestrian Grant Program Total:			\$2,760,480

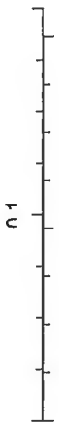
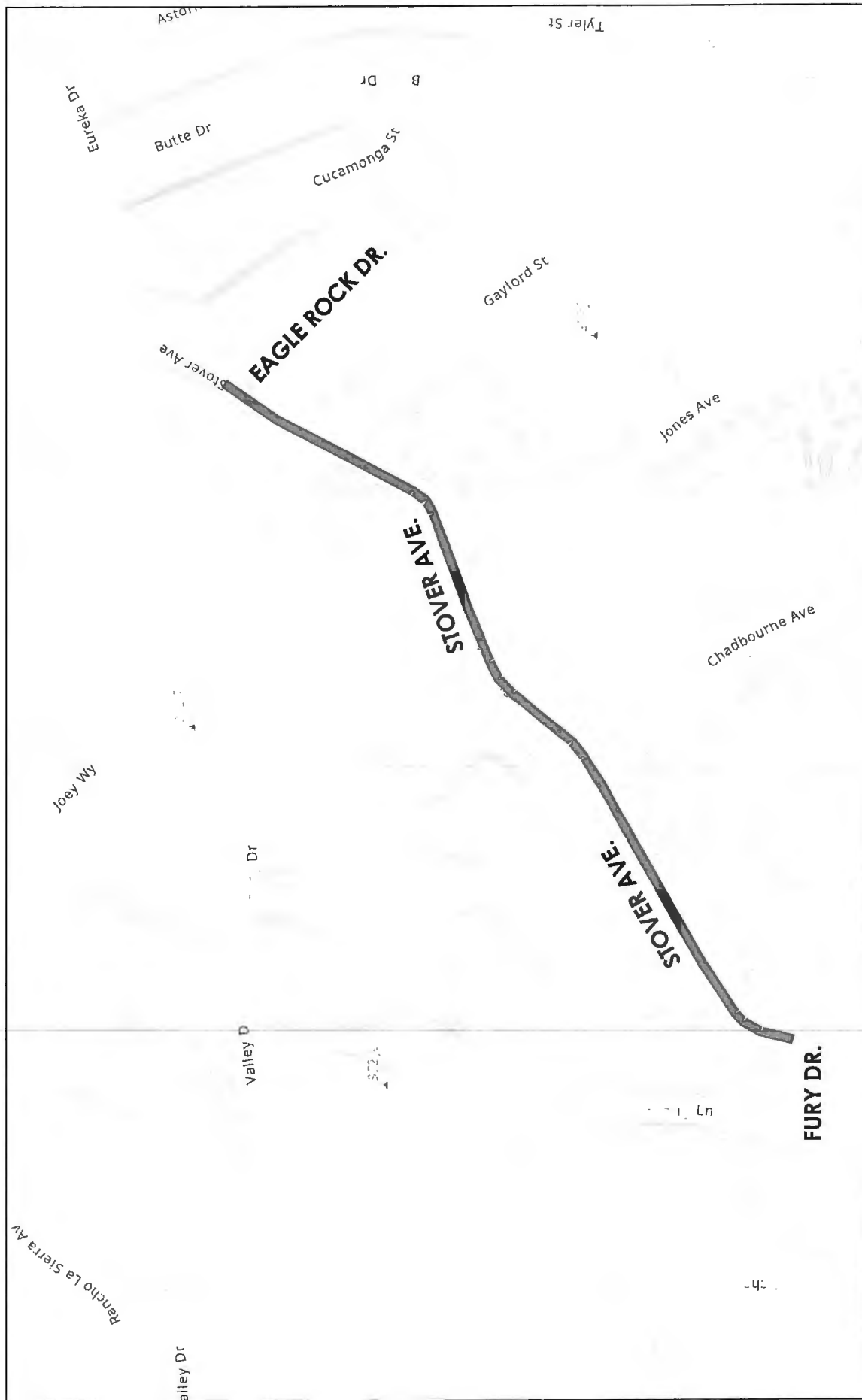
If successful, the TDA Article 3 (SB 821) grant funding will be used for the construction of the pedestrian and bicycle infrastructure improvements.

Staff will return to Council if awarded the grant with a definitive recommendation for allocating matching funding, in the amount of up to \$1,380,240 from potential funding sources, including bond proceeds, surplus reserves, Special Gas Tax, Measure A, or others as available.

Prepared by: Gilbert Hernandez, Public Works Director
 Certified as to availability of funds: Edward Enriquez, Interim Assistant City Manager/Chief Financial Officer/City Treasurer
 Approved by: Kris Martinez, Assistant City Manager
 Approved as to form: Phaedra A. Norton, City Attorney

Attachments:

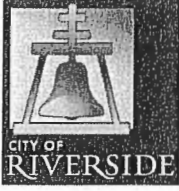
1. Stover Ave. Sidewalk Location Map
2. Pedestrian and Bicycle Safety Project List



— SIDEWALK PROJECT ALIGNMENT
- INCLUDES PEDESTRIAN RAMPS

ATTACHMENT 2: PEDESTRIAN AND BICYCLE SAFETY PROJECT LIST

SB821 Grant FY 23/24 - Bicycle and Pedestrian Facilities					
Ward	Location	Intersection Type	Countermeasure 1	Countermeasure 2	Countermeasure 3
1	Iowa Ave and Blaine St	Signalized	Audible Ped Push Button System	Green Bike Lane Striping	High Visibility Crosswalk
1	Spruce St and Rustin Ave	Unsignalized	Rectangular Rapid Flashing Beacon		
1	Rustin Ave and Linden St	Unsignalized	Flashing LED Stop Signs	Green Bike Lane Striping	High Visibility Crosswalk
2	Chicago Ave and University St	Signalized	Audible Ped Push Button System	Green Bike Lane Striping	
2	Watkins Dr and Knox Ct	Unsignalized	Flashing LED Stop Signs		High Visibility Crosswalk
2	Third St and Anderson Ave	Unsignalized	Rectangular Rapid Flashing Beacon		
2	Chicago Ave and Alessandro Blvd	Signalized	Audible Ped Push Button System	Green Bike Lane Striping	High Visibility Crosswalk
3	Van Buren Blvd and Jurupa Ave	Signalized	Audible Ped Push Button System	Green Bike Lane Striping	High Visibility Crosswalk
3	Van Buren Blvd and Arlington Ave	Signalized		Green Bike Lane Striping	High Visibility Crosswalk
3	Lincoln Ave and Victoria Ave	Unsignalized	Flashing LED Stop Signs	Raised Median	Flashing Ped signs
4	Wood Rd and Van Buren Blvd	Signalized	Audible Ped Push Button System	Green Bike Lane Striping	High Visibility Crosswalk
4	Orange Terrace Pkwy and Abrams Dr	Unsignalized	Flashing LED Stop Signs		High Visibility Crosswalk
4	Orange Terrace Pkwy and Sandhill Dr (V	Unsignalized	Flashing LED Stop Signs		High Visibility Crosswalk
5	Adams St and Magnolia Ave	Signalized	Audible Ped Push Button System	Green Bike Lane Striping	High Visibility Crosswalk
5	Van Buren Blvd and California Ave	Signalized	Audible Ped Push Button System		High Visibility Crosswalk
5	Van Buren Blvd and Indiana Ave	Signalized	Audible Ped Push Button System		High Visibility Crosswalk
6	Magnolia Ave and Tyler St	Signalized	Audible Ped Push Button System		
6	Collett Ave and Polk St	Unsignalized	Flashing LED Stop Signs		High Visibility Crosswalk
6	Magnolia Ave and Polk St	Signalized	Audible Ped Push Button System		High Visibility Crosswalk
6	Tyler St and Hole Ave	Signalized	Audible Ped Push Button System		High Visibility Crosswalk
7	Pierce St and Magnolia Ave	Signalized	Audible Ped Push Button System		High Visibility Crosswalk
7	Golden Ave and Cochran Ave	Unsignalized	Flashing LED Stop Signs		High Visibility Crosswalk
7	Sierra Vista Ave and Gedney Way (S)	Unsignalized	Rectangular Rapid Flashing Beacon		
7	Rutland Ave and Sylvan Dr	Unsignalized	Flashing LED Stop Signs		High Visibility Crosswalk



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 18, 2023, 3 P.M.
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

PRESENT: Mayor Lock Dawson and Councilmembers Edwards, Cervantes, Fierro, Perry, and Hemenway and Councilwoman Plascencia

ABSENT: Councilmember Conder

Mayor Lock Dawson called the meeting to order at 3:01 p.m.

Councilwoman Plascencia gave the Invocation and led the Pledge of Allegiance.

ORAL COMMUNICATIONS FROM THE AUDIENCE

Errol Kochewitz spoke regarding defunding the government and public records related to the Chamber of Commerce. Patrick Maloney spoke regarding Bill Gate's visit to Riverside, public safety, All Star show at Euryale Brewing Company, and Open Mic at Back to the Grind.

The Mayor and City Council recessed at 3:09 p.m. and reconvened at 3:24 p.m. with all Councilmembers present except Councilmember Conder.

COMMUNICATIONS

INTERGOVERNMENTAL RELATIONS AND LEGISLATIVE UPDATE

The City Council received an update on intergovernmental relations and legislation.

HOMELESS SOLUTIONS UPDATE

The City Council received an update on homeless solutions.

SUSTAINABILITY UPDATE

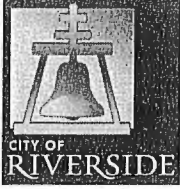
There was no update on sustainability.

LEGAL UPDATE

There was no legal update.

COUNCILMEMBERS DECLARATION OF CONFLICTS OF INTEREST

Councilmember Fierro recused himself from the item to amend and reinstate Downtown parking rate and hour schedule parking programs citing a financial conflict of interest.



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 18, 2023, 3 P.M.
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

PRESENTATION

LIBRARY DEPARTMENT OVERVIEW AND EMPLOYEE RECOGNITION

Following discussion and without formal motion, the City Council received and ordered filed a presentation of the Library Department overview and employee recognition.

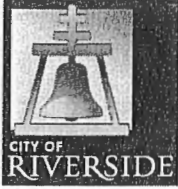
DISCUSSION CALENDAR

FISCAL YEAR 2022-23 - SECOND QUARTER FINANCIAL UPDATE - MID-CYCLE BUDGET ADJUSTMENTS - SUPPLEMENTAL APPROPRIATIONS

Following discussion, it was moved by Councilmember Perry and seconded by Councilwoman Plascencia to (1) receive and order filed the Fiscal Year 2022-23 Second Quarter Financial update; and (2) with at least five affirmative votes, authorized the Chief Financial Officer, or designee, to record mid-cycle budget adjustments resulting in total supplemental appropriations of \$46,502,618 for all City funds as detailed in the staff report. The motion carried with Councilmembers Edwards, Cervantes, Fierro, Perry, and Hemenway and Councilwoman Plascencia voting aye and Councilmember Conder absent.

CLOSED SESSIONS

The Mayor and City Council adjourned to closed sessions at 4:28 p.m. pursuant to Government Code (1) §54956.9(d)(1) to confer with and/or receive advice from legal counsel concerning Sheila Simmons v. City of Riverside, et al., Riverside Superior Court Case No. CVRI2100546; (2) §54956.9(d)(1) to confer with and/or receive advice from legal counsel concerning Edna Bazile v. City of Riverside, et al., Riverside Superior Court Case No. CVRI2301054; (3) §54956.9(d)(1) to confer with and/or receive advice from legal counsel concerning City of Riverside v. Pepe's, Inc., Riverside Superior Court Case No. CVRI2205025; (4) §54956.9(d)(1) to confer with and/or receive from legal counsel concerning Daniel Hoxmeier v. City of Riverside, WCAB Claim No.(s): 180011; (5) §54957(a) for consultation with Chief of Police Larry Gonzalez and Chief Information Officer George Khalil regarding threat to public services or facilities; (6) §54956.9(d)(2) to confer with and/or receive advice from legal counsel concerning anticipated litigation regarding two cases; (7) §54956.9(d)(4) to confer with and/or receive advice from legal counsel concerning the City Council deciding whether to initiate litigation regarding one case; (8) §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 18, 2023, 3 P.M.
PUBLIC COMMENT IN PERSON/TELEPHONE
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3900 MAIN STREET

fringe benefits of all Executive Management employees except the City Manager, City Attorney, and City Clerk, all Management and Confidential employees as defined by PERS, Fire Management Unit, Riverside City Firefighters Association, Riverside Police Officers Association (Police and Police Supervisory Units), Service Employees International Union #721, International Brotherhood of Electrical Workers #47, and Riverside Police Administrators Association; (9) §54957 for performance evaluation of City Attorney; (10) §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of unrepresented employee: City Attorney; (11) §54957 for performance evaluation of City Clerk; and (13) §54957.6 to review the City Council's position and instruct designated representatives regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of unrepresented employee: City Clerk.

The City Council recessed at 5:51 p.m. and reconvened at 6:18 p.m. with Mayor Lock Dawson presiding and Councilmembers Conder and Fierro absent.

MAYOR/COUNCILMEMBER COMMUNICATIONS

Councilmember Edwards reported on Big Brothers Big Sisters Inland Empire Mentorship Awards dinner, Downtown Area Neighborhood Alliance meeting, Earth Day Community cleanup at Martha McLean Park, Insect Fair at the Main Library, and Ward 1 office hours. Councilmember Cervantes reported on the Boards and Commission reception and acknowledged the Fire Department and the memorial service for Captain Tim Strack and announced Arbor Day planting event with Tree People. Councilwoman Plascencia reported on Youth Office hours, tour of Ward 5 with Nick Adcock of the Chambers of Commerce, office hours at the Renck Community Center, Citrus Festival, and Tamale Festival at White Park. Councilmember Perry reported on neighborhood park cleanup at Collett Park, Riverside Youth Judo Club and thanked the Fire department for the memorial service of Captain Tim Strack and announced the loss of Public Utilities Department employees. Councilmember Hemenway reported on the Boards and Commission reception and the memorial service for Captain Tim Strack. Mayor Lock Dawson thanked Councilmember Perry for hosting the cleanup event at Collett Park, encouraged residents to apply for various vacancies on Boards and Commissions, and reported on her trip next week and the loss of Daniel C. Garcia and Hunter Fisk in the Riverside Public Utilities Department.



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 18, 2023, 3 P.M.
PUBLIC COMMENT IN PERSON/TELEPHONE
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3900 MAIN STREET

ANNOUNCEMENT OF COMMITTEE MEETING

The City Council Safety, Wellness and Youth Committee will conduct a meeting on Wednesday, April 19, 2023, at 1:00 p.m., in the Art Pick Council Chamber.

The City Council Housing and Homelessness Committee will conduct a meeting on Monday, April 24, 2023, at 3:30 p.m., in the Art Pick Council Chamber.

CEREMONIAL PRESENTATION

MAKE-A-WISH DAY

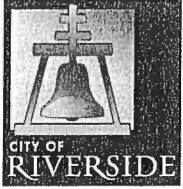
Mayor Lock Dawson presented a proclamation to Make-A-Wish Orange County and the Inland Empire Wish Granter Volunteer Darla Brokus recognizing April 29, 2023, as Make-A-Wish Day.

DISCUSSION CALENDAR

DOWNTOWN PUBLIC PARKING PROGRAM AND HOUR SCHEDULE UPDATE - RESOLUTION

Following discussion, it was moved by Councilwoman Plascencia and seconded by Councilmember Edwards to approve the Land Use, Sustainability, and Resilience Committee recommendation to (1) receive and order filed an update on the Public Parking Program; (2) adopt a Resolution to amend and reinstate the Parking Rate and Hour Schedule to include new parking programs, rates and hours of operation and amend Resolution No. 21322; (3) direct staff to return to City Council with an amended service contract with Parking Concepts, Inc., resulting from the implementation of the new parking programs and expanded hours of operation; (4) direct staff to return to City Council with an amended service contract with TIBA Parking Systems resulting from the implementation of the Parking Access and Revenue Control Systems for Garages 1 and 2; and (5) direct staff to return to the Transportation Board and Mobility and Infrastructure Committee with semi-annual parking updates. The motion carried with Councilmembers Edwards, Cervantes, Perry, and Hemenway and Councilwoman Plascencia voting aye, and Councilmembers Fierro and Conder absent.

Whereupon, the title having been read and further reading waived, Resolution No. 23978 of the City Council of the City of Riverside, California, Amending Resolution No. 21322 to Revise the Parking Rate and Hour Schedule to Provide for New Parking Programs, Rates, and Hours of Operation, was presented and adopted.



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 18, 2023, 3 P.M.
PUBLIC COMMENT IN PERSON/TELEPHONE
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3900 MAIN STREET

ORAL COMMUNICATIONS FROM THE AUDIENCE

Sean Mill spoke regarding adopting a resolution opposing Assembly Bill 742. Jason Hunter spoke regarding newly adopted Code of Ethics and Conduct.

Councilmember Perry reported that the City submitted a letter in March to the Public Safety Committee at the State Assembly opposing Assembly Bill 742. The City Council Safety, Wellness, and Youth Committee will be reviewing Assembly Bills relating to public safety at the April 19, 2023, meeting.

CONSENT CALENDAR

It was moved by Councilmember Hemenway and seconded by Councilmember Perry to approve the Consent Calendar as presented affirming the actions appropriate to each item. The motion carried with Councilmembers Edwards, Cervantes, Perry, and Hemenway and Councilwoman Plascencia voting aye, Councilmembers Fierro and Conder absent.

MINUTES

The minutes of the meeting of April 4, 2023, were approved as presented.

BOARD AND COMMISSION APPOINTMENTS

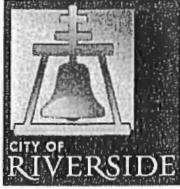
The Mayor and City Council appointed Oscar Valadez to the Transportation Board Citywide seat for a term through March 1, 2025, Barbie T. Gomez to the Commission of the Deaf for a term that will be decided during the first meeting of the Commission, and Desiree N. Wroten to the Budget Engagement Commission Ward 3 Resident seat for a term through March 1, 2027.

CORRECTION TO MINUTES OF FEBRUARY 21, 2023

The City Council approved a correction to the minutes of February 21, 2023, Page 108-243, to reflect the Consent Calendar item regarding the First Amendment to Agreement with Raincross Hospitality Corporation was removed from the agenda and forwarded to Financial Performance and Budget Committee.

FISCAL YEAR 2022-23 SIX MONTHS ENDING DECEMBER 31, 2022, CASH, INVESTMENTS, AND DEBT REPORT

The City Council received and ordered filed the Fiscal Year 2022-23 six-months ending December 31, 2022, Cash, Investments, and Debt Report.



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 18, 2023, 3 P.M.
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

MEASURE Z - PURCHASE - REPLACEMENT HEATING, VENTILATION AND AIR CONDITIONING UNITS - MAGNOLIA POLICE STATION - RESOLUTION

The City Council (1) approved the purchase of four 30-ton replacement heating, ventilation and air conditioning units for the Magnolia Police Station from Russell Siglar, Inc., Riverside, in the amount of \$213,092.40 pursuant to Purchasing Resolution 23914, Section 602 (f); and (2) adopted a resolution waiving competitive bidding pursuant to City Charter section 1109 under the City forces exception; whereupon, the title having been read and further reading waived, Resolution No. 23979 of the City Council of the City of Riverside, California, Waiving the Formal Bidding Provisions of Section 1109 of the Charter of the City of Riverside Under the City Forces Exception for the Purchase of HVAC Equipment to be Installed by City Forces at the Magnolia Police Station, was presented and adopted.

GROUND LEASE AGREEMENT AMENDMENT - MULTI-UNIT AIRCRAFT HANGAR COMPLEX DEVELOPMENT - MUNICIPAL AIRPORT - 6951 FLIGHT

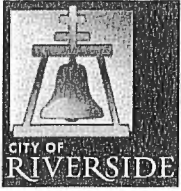
The City Council (1) approved the First Amendment to Ground Lease Agreement with Riverside Air Service, Inc., for multi-unit aircraft hangar complex development at Riverside Municipal Airport to extend design phase to July 30, 2023, with an option to extend the design phase for an additional three months; and (2) authorized the City Manager, or his designee, to execute the First Amendment to Ground Lease Agreement with Riverside Air Service, Inc., including making minor and non-substantive changes, including Amendments for term extensions through October 30, 2023.

LEASE AGREEMENT AMENDMENT - PERCENTAGE MONTHLY RENTAL CALCULATION - MUNICIPAL AIRPORT - 6951 FLIGHT ROAD

The City Council (1) approved a Second Amendment to the Riverside Municipal Airport Lease Agreement with Riverside Airport Café, clarifying Section 9(d) of the Lease ("Percentage Monthly Rent"); and (2) authorized the City Manager or his designee to execute the Second Amendment to Riverside Airport Lease Agreement with the Riverside Airport Café, including making minor and non-substantive changes.

VEHICLE PURCHASE AGREEMENTS - WATER FIELD AND OPERATIONS DIVISIONS

The City Council (1) approved vehicle purchases in compliance with Purchasing Resolution No. 23914, Article Six: Acquisition of Goods, Sections 602 (f) and 602 (p), using Sourcewell Cooperative Purchasing for the Water Field and Operations Divisions for an estimated amount of \$4,814,000 plus interest, with various vendors, subject to the



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, APRIL 18, 2023, 3 P.M.
PUBLIC COMMENT IN PERSON/TELEPHONE
ART PICK COUNCIL CHAMBER
3900 MAIN STREET

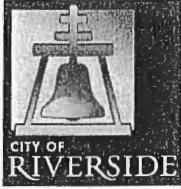
availability of budgeted funds; and (2) authorized the City Manager, or designee, to execute the individual purchase agreements, purchase orders, and all necessary documents as needed for these individual purchases with all authority for such, including approval of minor and/or non-substantial changes, expiring on September 30, 2023.

CLEAN CALIFORNIA LOCAL GRANT PROGRAM - BEAUTIFICATION - MARTIN LUTHER KING/ KANSAS/CANYON CREST - SUPPLEMENTAL APPROPRIATION - RESOLUTION

The City Council (1) adopted a Resolution authorizing the City Manager, or designee, to apply for, submit, and execute all required documents with the California Department of Transportation for the Clean California Local Grant Program through June 30, 2026; (2) received a grant for Fiscal Year 2023-24 in the amount of \$3 million, or the actual amount awarded, from the California Department of Transportation Clean California Local Grant Program; and (3) and upon grant award, authorized the Chief Financial Officer, or designee, to record an increase in revenue and an appropriation in expenditures in the amount of the grant award in the Fiscal Year 2023-24 California Department of Transportation Clean California Local Grant Program accounts; whereupon, the title having been read and further reading waived, Resolution No. 23980 of the City Council of the City of Riverside, California, Authorizing the City Manager, or his Designee, to Apply for, Submit, and Execute all Required Documents with the California Department of Transportation for the Clean California Local Grant Program for Beautification Efforts along Martin Luther King Blvd. Between Kansas Ave. and Canyon Crest Dr., was presented and adopted.

FISCAL YEAR 2023-24 TRANSPORTATION DEVELOPMENT ACT GRANT APPLICATIONS - CONCRETE SIDEWALKS, PEDESTRIAN RAMPS, LED STOP SIGNS, CROSSWALKS, AND AUDIBLE PEDESTRIAN PUSH BUTTON - VARIOUS CITYWIDE INTERSECTIONS

The City Council (1) authorized the Public Works Department to prepare and submit a Fiscal Year 2023-24 Transportation Development Act Article 3 (Senate Bill 821) grant application (Grant #1) to the Riverside County Transportation Commission in an amount up to \$690,120 (with \$690,120 in required City match funds) to construct new concrete sidewalks and pedestrian ramps on Stover Avenue from Fury Drive to Eagle Rock Drive; and (2) authorized the Public Works Department to prepare and submit a Fiscal Year 2023-24 Transportation Development Act Article 3 (Senate Bill 821) grant application (Grant #2) to the Riverside County Transportation Commission in an amount up to \$690,120 (with \$690,120 in required City match funds) to install LED Stop signs, high visibility



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crosswalks, audible pedestrian push buttons systems, and upgraded pedestrian ramps at various intersections Citywide.

2023 WESTERN RIVERSIDE REGIONAL ARTERIALS GRANT APPLICATION - STATE ROUTE 91/ADAMS STREET INTERCHANGE RECONSTRUCTION

The City Council authorized the Public Works Department to prepare and submit a 2023 Western Riverside Regional Arterials grant application to the Riverside County Transportation Commission in an amount of \$4,000,000 for the plans, specifications, and estimates phase of the State Route 91/Adams Street Interchange Reconstruction.

COMMUNICATIONS

CITY ATTORNEY REPORT ON CLOSED SESSIONS

City Attorney Norton announced that the City Council authorized the initiation of litigation in the case concerning Sheila Simmons v. City of Riverside and no reportable action was taken on the other items during closed session.





ITEMS FOR FUTURE CITY COUNCIL CONSIDERATION

There were no requests made at this time.

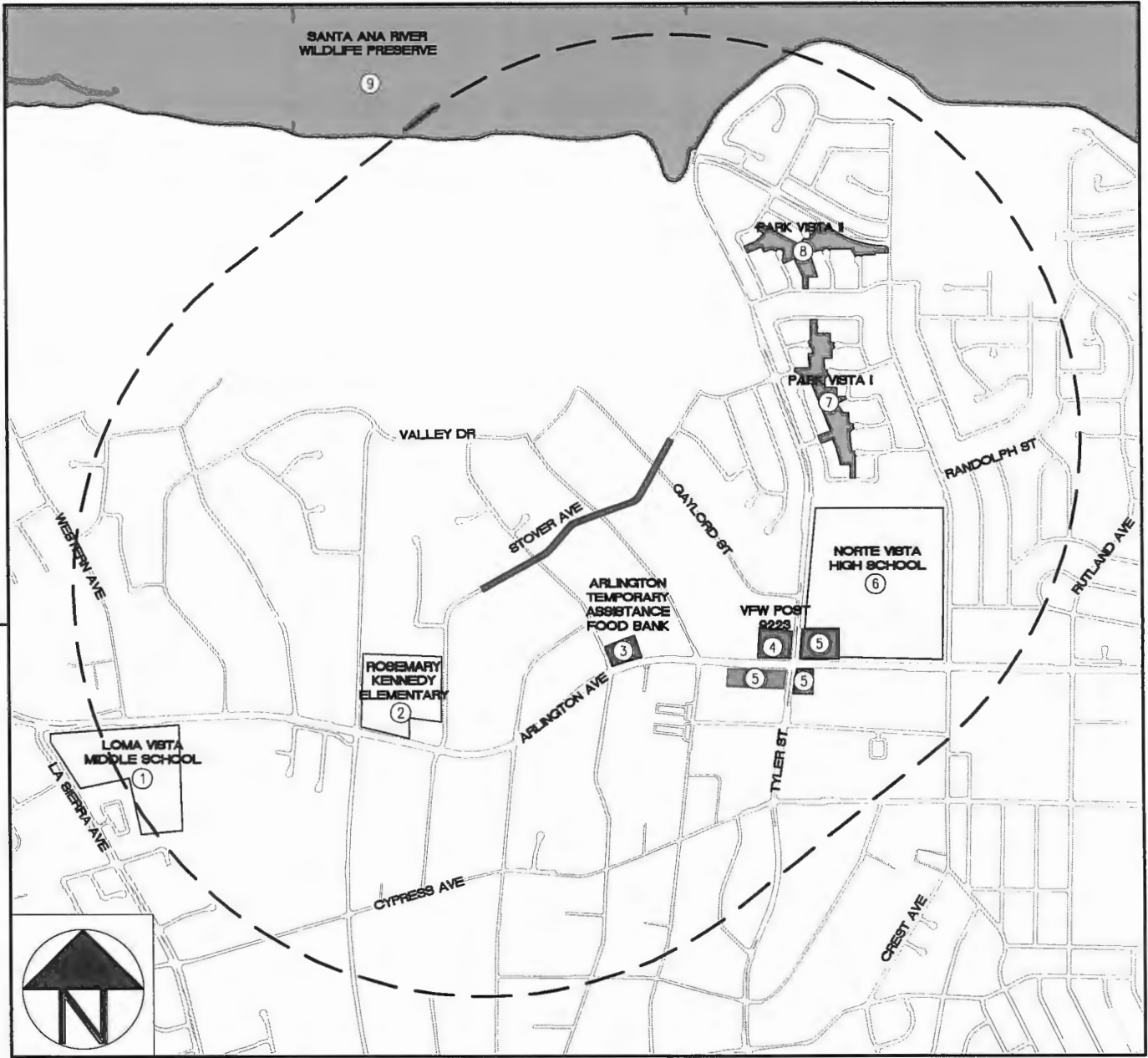
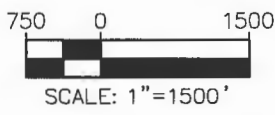
The City Council adjourned at 7:31 pm. in honor of Daniel "Danny" C. Garcia and Hunter Fisk.

Respectfully submitted,

DONESIA GAUSE
City Clerk

-  EXISTING PARK
-  EXISTING SCHOOL
-  EXISTING KEY DESTINATIONS
-  PROPOSED SIDEWALK

- ① LOMA VISTA MIDDLE SCHOOL
- ② ROSEMARY KENNEDY ELEMENTARY SCHOOL
- ③ ARLINGTON TEMPORARY ASSISTANCE FOOD BANK
- ④ VETERANS ORGANIZATION VFW POST 9223
- ⑤ RETAIL CENTERS
- ⑥ NORTE VISTA HIGH SCHOOL
- ⑦ PARK VISTA I
- ⑧ PARK VISTA II
- ⑨ SANTA ANA RIVER TRAIL AND WILDLIFE PRESERVE



DESTINATIONS SERVED PROJECT MAP
WARD 7 STOVER AVE SIDEWALK IMPROVEMENTS

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