SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 3248

FROM: TLMA - Planning Department

SUBMITTAL DATE:
February 17, 2009

SUBJECT: TENTATIVE TRACT MAP NO. 33743– (No Further Environmental Document Required) – Applicant: Rancon Group – Engineer / Representative: Stantec Consulting, Inc. – Third Supervisorial District – Winchester Area – Winchester/Harvest Valley Area Plan: Community Development: Commercial Retail (CD:CR) (0.20-0.35 Floor Area Ratio) – Location: Northerly of Domenigoni Parkway, easterly of Leon Road, and westerly of Rice Road – 5.61 Gross Acres – Zoning: Specific Plan (293 PA 39) - **REQUEST:** The Tentative Tract Map is a Schedule A subdivision of 5.61 acres into one lot for 57 condominium units and one recreation area.

RECOMMENDED MOTION:

RECEIVE AND FILE The Notice of Decision for the above referenced case acted on by the Planning Commission on February 4, 2009.

The Planning Department recommended Approval; and,
THE PLANNING COMMISSION RECOMMENDED:

APPROVAL of **TENTATIVE TRACT MAP NO. 33743**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

Ron Goldman
Planning Director

RG:db

REVIEWED BY EXECUTIVE OFFICE
DATE 4/15/09
Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref. | **District:** Third | **Agenda Number:** 1.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

PLANNING COMMISSION
MINUTE ORDER FEBRUARY 4, 2009
RIVERSIDE COUNTY ADMINISTRATIVE CENTER

I. **AGENDA ITEM 5.11: TENTATIVE TRACT MAP NO. 33743** – No Further Environmental Documentation Required – Applicant: Rancon Group – Engineer/Representative: Stantec Consulting, Inc - Third Supervisorial District - Winchester Zoning Area – Harvest Valley/Winchester Area Plan: Community Development – Commercial Retail (CR) (0.20-0.35 Floor Area Ratio) – Location: Northerly of Domenigoni Parkway, easterly of Leon Road, and westerly of Rice Road – 5.61 Gross Acres - Zoning: Winchester Hills Specific Plan (SP 293 PA 39) – APN(s): Portion of 461-280-008 and 461-280-011. (Quasi-Judicial)

II. **PROJECT DESCRIPTION**

Schedule A subdivision of 5.61 acres into one (1) lot for 57 condominium units and one (1) recreation area.

III. **MEETING SUMMARY**

The following staff presented the subject proposal:
Project Planner, Adam Rush, at 951-955-6646 or e-mail arush@rctlma.org.

The following spoke in favor of the subject proposal:
Frank Igo, Applicant's Representative, 41391 Kalmia, Ste. 200, Murrieta, Ca. 92562

No one spoke in a neutral position or in opposition of the subject proposal.

IV. **CONTROVERSIAL ISSUES**

NONE

V. **PLANNING COMMISSION ACTION**

The Planning Commission, by a vote of 5-0, recommended to the Board of Supervisors;

APPROVAL of **TENTATIVE TRACT MAP NO. 33743**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

VI. **CD**

The entire discussion of this agenda item can be found on CD. For a copy of the CD, please contact Chantell Griffin, Planning Commission Secretary, at (951) 955-3251 or E-mail at cgriffin@rctlma.org.

Agenda Item No.: 5.11
Area Plan: Winchester/Harvest Valley
Zoning Areas: Winchester
Supervisorial District: Third
Project Planner: Russell Brady
Planning Commission: February 4, 2009

TENTATIVE TRACT MAP NO. 33743
EA 40493
Applicant: Rancon Group
Engineer: Stantec Consulting, Inc.

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

Tentative Tract Map No. 33743 proposes a Schedule A subdivision of 5.61 acres into one lot for 57 condominium units and one recreation area.

The project is located northerly of Domenigoni Parkway, easterly of Leon Road, and westerly of Rice Road.

SUMMARY OF FINDINGS:

1.	Existing Land Use (Ex. #1):	Vacant
2.	Surrounding Land Use (Ex. #1):	Vacant
3.	Existing Zoning (Ex. #2):	Specific Plan (SP 293 PA 39)
4.	Surrounding Zoning (Ex. #2):	Specific Plan (SP 293) to the north, east, south, and west
5.	General Plan:	Community Development: Commercial Retail (CD:CR) (0.20-0.35 floor area ratio)
6.	Project Data:	Total Acreage: 5.61 Total Condominium Units: 57 Schedule: A
7.	Environmental Concerns:	See attached Environmental Assessment

RECOMMENDATIONS:

APPROVAL of **TENTATIVE TRACT MAP NO. 33743**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

CONCLUSIONS:

1. The proposed project is not in conformance with the existing Community Development: Commercial Retail (CD:CR) (0.20-0.35 floor area ratio) designation of the General Plan. However, the proposed project is in conformance with the High Density Residential (HDR) designation of SP293A5 and all other elements of the Riverside County General Plan.

2. The proposed project is consistent with the existing Specific Plan (SP 293) zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.

3. The proposed project is consistent with the Schedule A map requirements of Ordinance No. 460, and with other applicable provisions of Ordinance No. 460.

1-14-09

4. The public's health, safety and general welfare are protected through project design.

5. The proposed project is compatible with the present and future logical development of the area.

6. The proposed project will not have a significant effect on the environment.

7. The proposed project will not preclude reserve design for the Multi-Species Habitat Conservation Plan (MSHCP).

8. The proposed project is in conformance with the Highway 79 Policy Area.

FINDINGS: The following findings are in addition to those incorporated in the summary of findings, and in the attached environmental assessment, which is incorporated herein by reference.

1. The project site is designated Community Development: Commercial Retail (CD:CR) (0.20-0.35 floor area ratio) in the Harvest Valley/Winchester Area Plan.

2. The project site is designated High Density Residential (HDR) in Specific Plan No. 293 Amendment No. 5.

3. The project site is surrounded by properties that are designated Open Space: Recreation (OS:R) to the north, Community Development: High Density Residential (CD:HDR) (8-12 dwelling units per acre) to the east, south and west and Community Development: Medium High Density Residential (CD:MHDR) (5-8 dwelling units per acre) to the northeast.

4. The zoning for the subject site is Specific Plan (SP 293 PA 39).

5. The project site is surrounded by properties that are zoned Specific Plan (SP 293) to the north, east, south, and west.

6. The proposed project is permitted in the Specific Plan (SP 293 PA 39) zone.

7. This project is not located within a Criteria Area of the Multi-Species Habitat Conservation Plan.

8. In accordance with Section 3.2.J. of Ordinance No. 460, the applicant shall provide written assurance(s) from the owner(s) of the property(ies) underlying the off-site improvement/alignment (as detailed within the conditions of approval) that sufficient right-of-way can and will be provided. In the event the above referenced property owner(s) or their successor(s)-in-interest does/do not provide to the Transportation Department and/or Flood Control District the necessary dedication(s), eminent domain proceedings may need to be instituted by the Riverside County Board of Supervisors.

9. The proposed project (TR33743) is being developed as a phase of the master planned community known as Winchester Hills Specific Plan (SP No. 293). EA 41176, prepared for SP293A5, analyzed all aspects of each phase of the specific plan, including all aspects of development of TR33743. In that regard, (i) no substantial changes to the project analyzed in the prior EA are proposed; (ii) no substantial changes with respect to the circumstances under which the proposed project is being undertaken which require major revisions to the prior EA; and (iii) no new information has become available which was not known at the time the prior EA was

prepared and could not have been known at that time. Thus, pursuant to Public Resources section 21166 and CEQA Guidelines section 15162, no new environmental documentation is required for the project.

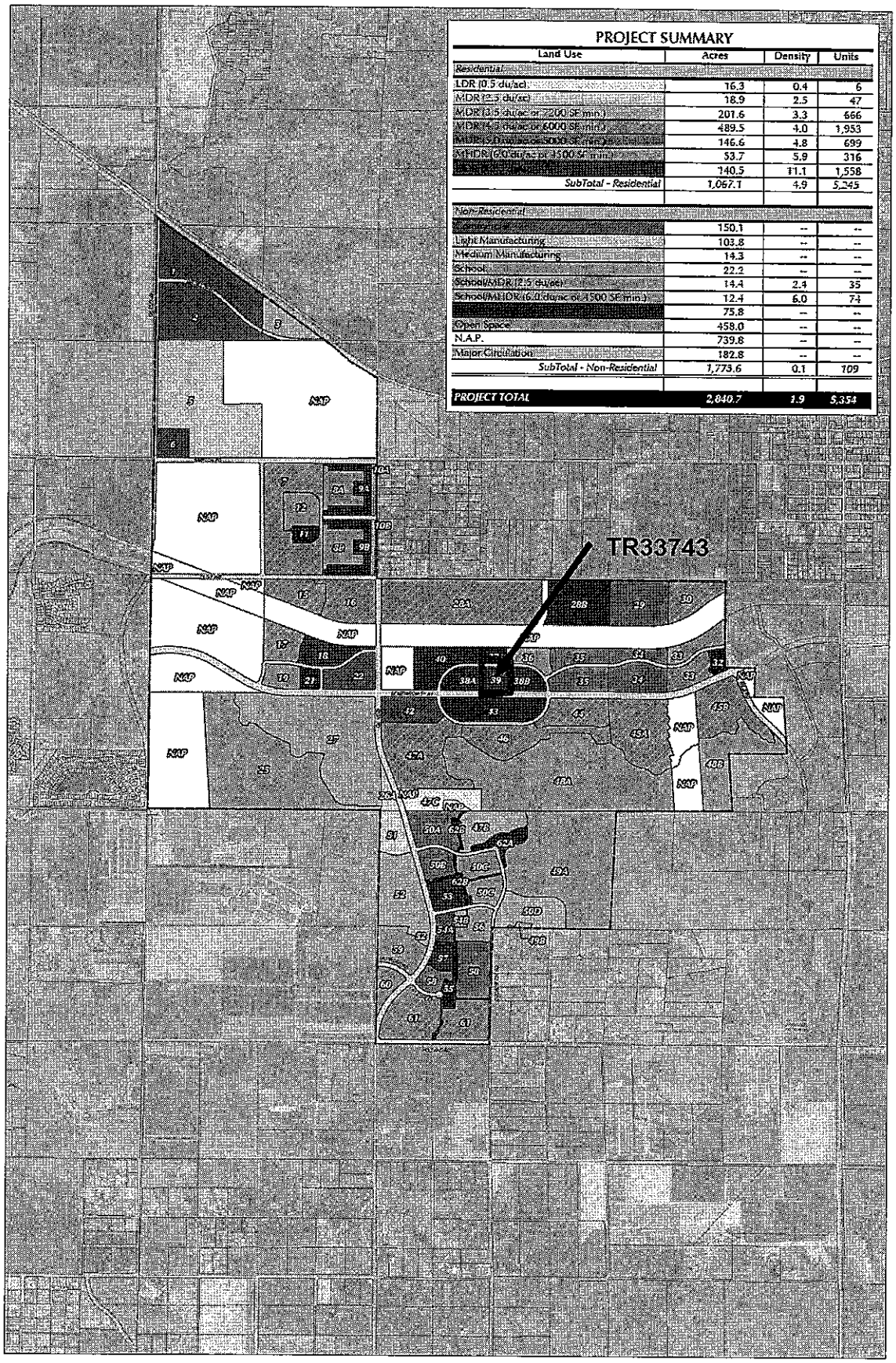
INFORMATIONAL ITEMS:

1. As of this writing, no letters in support or opposition have been received.

2. The project site is not located within:
   a. A hazardous fire area;
   b. A flood hazard zone;
   c. An Alquist-Priolo earthquake fault hazard study zone; or
   d. A city sphere of influence.

3. The project site is located within:
   a. The boundaries of the Hemet Unified School Districts;
   b. The Highway 79 Policy Area;
   c. The Diamond Valley Lake dam inundation area;
   d. Winchester Hills Master Drainage Plan;
   e. Mt. Palomar Lighting Ordinance Zone B;
   f. Valleywide Recreation & Parks District; and
   g. The San Jacinto Valley Watershed.

4. The subject site is currently designated as Assessor's Parcel Numbers 461-180-056 and 461-180-057.



PROJECT SUMMARY

Land Use	Acres	Density	Units
Residential			
LDR (0.5 du/ac)	16.3	0.4	6
MDR (2.5 du/ac)	18.9	2.5	47
MDR (3.5 du/ac or 7200 SF min.)	201.6	3.3	666
MDR (4.5 du/ac or 6000 SF min.)	489.5	4.0	1,953
MDR (5 DU/AC or 5000 SF min.) per SP 91-01	146.6	4.8	699
MHDR (6.0 du/ac or 4500 SF min.)	53.7	5.9	316
[redacted]	140.5	11.1	1,558
SubTotal - Residential	1,067.1	4.9	5,245
Non-Residential			
[redacted]	150.1	--	--
Light Manufacturing	103.8	--	--
Medium Manufacturing	14.3	--	--
School	22.2	--	--
School/MDR (2.5 du/ac)	14.4	2.4	35
School/MHDR (6.0 du/ac or 4500 SF min.)	12.4	6.0	74
[redacted]	75.8	--	--
Open Space	458.0	--	--
N.A.P.	739.8	--	--
Major Circulation	182.8	--	--
SubTotal - Non-Residential	1,773.6	0.1	109
PROJECT TOTAL	2,840.7	1.9	5,354

SP293

Planning Area	Land Use Designation	Max D.U.s in P.A.	Mapped D.U.s in P.A.	Projects	Lot #'s in project in P.A.	Built D.U.s in project in P.A.
1	C	0	0			0
2	C	0	0			0
3	MM	0	0			0
5	LM	0	0			0
6	C	0	0			0
7	M	400	243	TR31100	1-243	0
8	H	186	0			0
9	C	0	0			0
10	H	113	0			0
11	P	0	0			0
12	S	0	0			0
15	M	73	73	TR30266	1-12, 126-186	0
16	M	113	113	TR30266	13-125	0
17	M	58	58	TR30266	187-244	0
18	H	270	225	TR33498	1-225	0
19	School	52	0			0
21	Park	0	0			0
22	C	0	0			0
25	OPEN	0	0			0
26A	L	15	0			0
27	M	379	379	TR31892	1-379	0
28A	M	393	346	TR30808	1-346	0
28B	P	0	0			0
29	M	147	147	TR30322	1-147	0
30	M	87	83	TR31632	104-186	0
31	M	12	0			0
32	P	0	0			0
33	M	171	104	TR31632	1-104	0
34	M	157	125	TR30322	148-272	0
35	M	132	127	TR30809	1-127	0
36	S	0	0			0
37	P	0	0			0
38A	H	154	152	TR32818	1-152	0
38B	H	152	100	TR32817	1-100	0
39	C	0	0			0
40	H	108	100	TR32818	1-100	0
42	C	0	0			0
43	H	378	378	TR33145	1-378	0
44	M	85	85	TR30807	1-85	0
45A	M	251	178	TR31142	1-178	0
45B	M	188	0			0
46	M	405	269	TR30807	1-121	0
				TR30806	1-148	
47A	M	77	20	TR30806	149-161	0
47B	LM	68	30	TR30806	162-192	0
48A	OPEN	0	0			0
48B	OPEN	0	0			0
49	OPEN	0	0			0

SP293

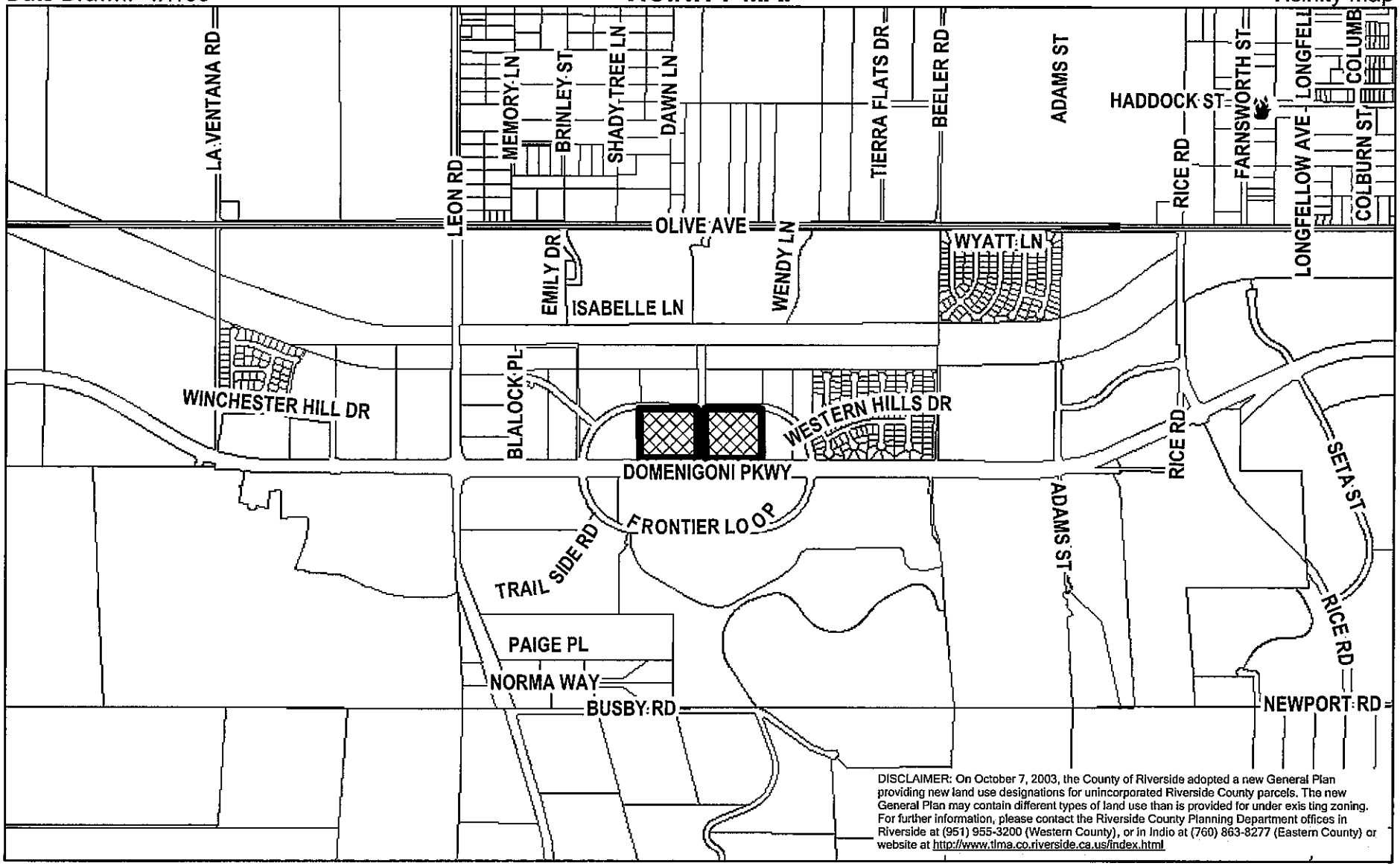
50A	M	82	0			0
50B	LM	151	0			0
51	M	33	0			0
52	M	154	0			0
53	M	181	0			0
54	C	0	0			0
55	P	0	0			0
56	S	0	0			0
57	H	168	0			0
58	M	87	0			0
59	OPEN	0	0			0
60	M	45	0			0
61	M	165	0			0
Total		**5,690**	**3,335**			**0**
				TR30976	in process	
				TR30977	in process	
				TR32318	in process	
				TR31100M1	in process	
				PM35983	in process	
				TR33743	in process	
				TR34677	in process	

Supervisor Stone
District 3
Date Drawn: 1/7/09

TR33743

VICINITY MAP

Planner: Russell Brady
Date: 2/4/09
Vicinity Map



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RIVERSIDE COUNTY PLANNING DEPARTMENT

Area: Winchester
Township/Range: T5SR2W
Section : 9

Assessors
Bk. Pg. 461-18

Thomas
Bros. Pg. 869 C1

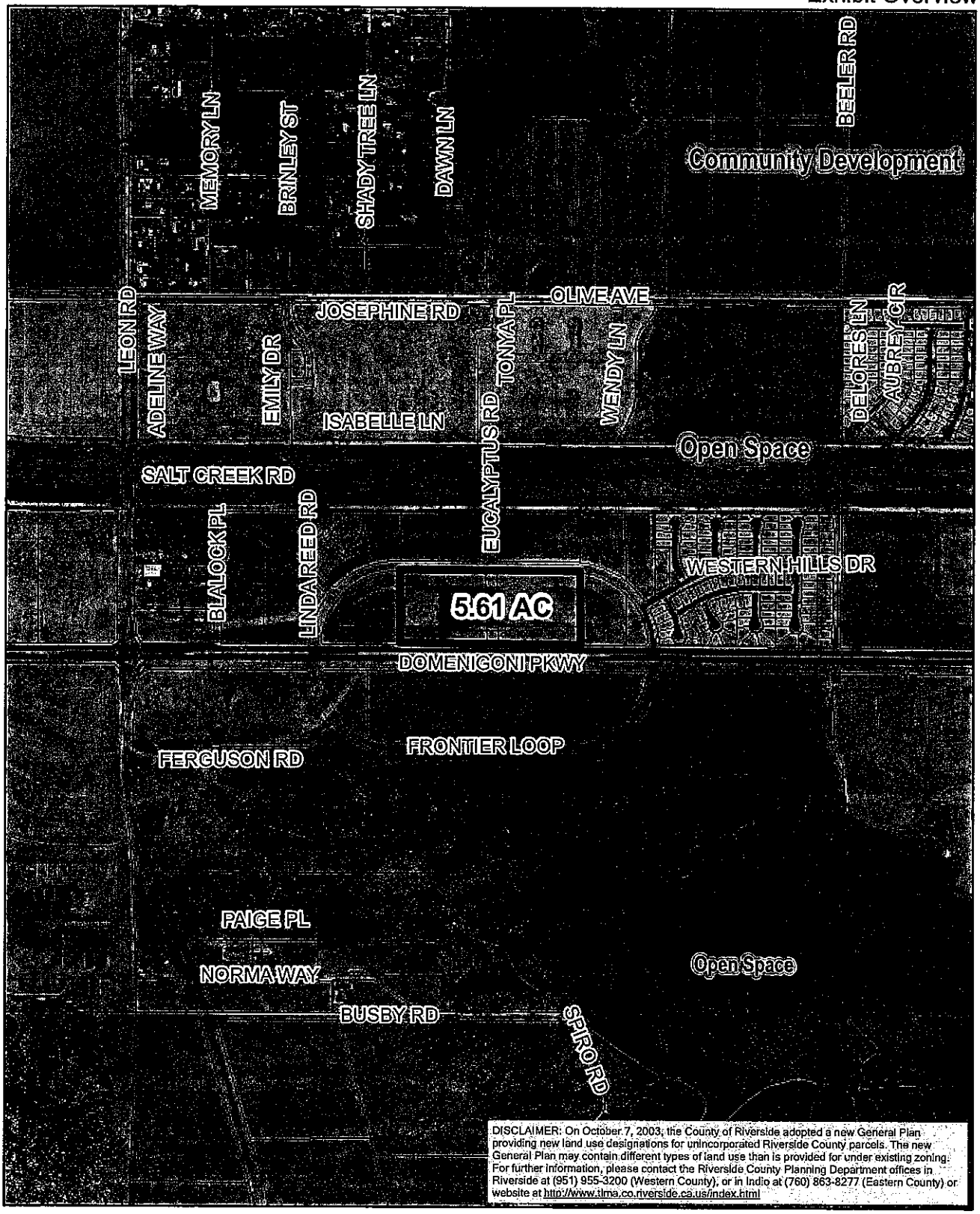
0 1,800 3,600 7,200 10,800
Feet

Supervisior: Stone
District 3
Date Drawn: 1/7/09

TR33743

DEVELOPMENT OPPORTUNITY

Planner: Russell Brady
Date: 2/4/09
Exhibit Overview



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RIVERSIDE COUNTY PLANNING DEPARTMENT

Area: Winchester
Township/Range: T5SR2W
Section: 32

Assessors
Bk. Pg. 461-18
Thomas
Bros. Pg. 869 C1

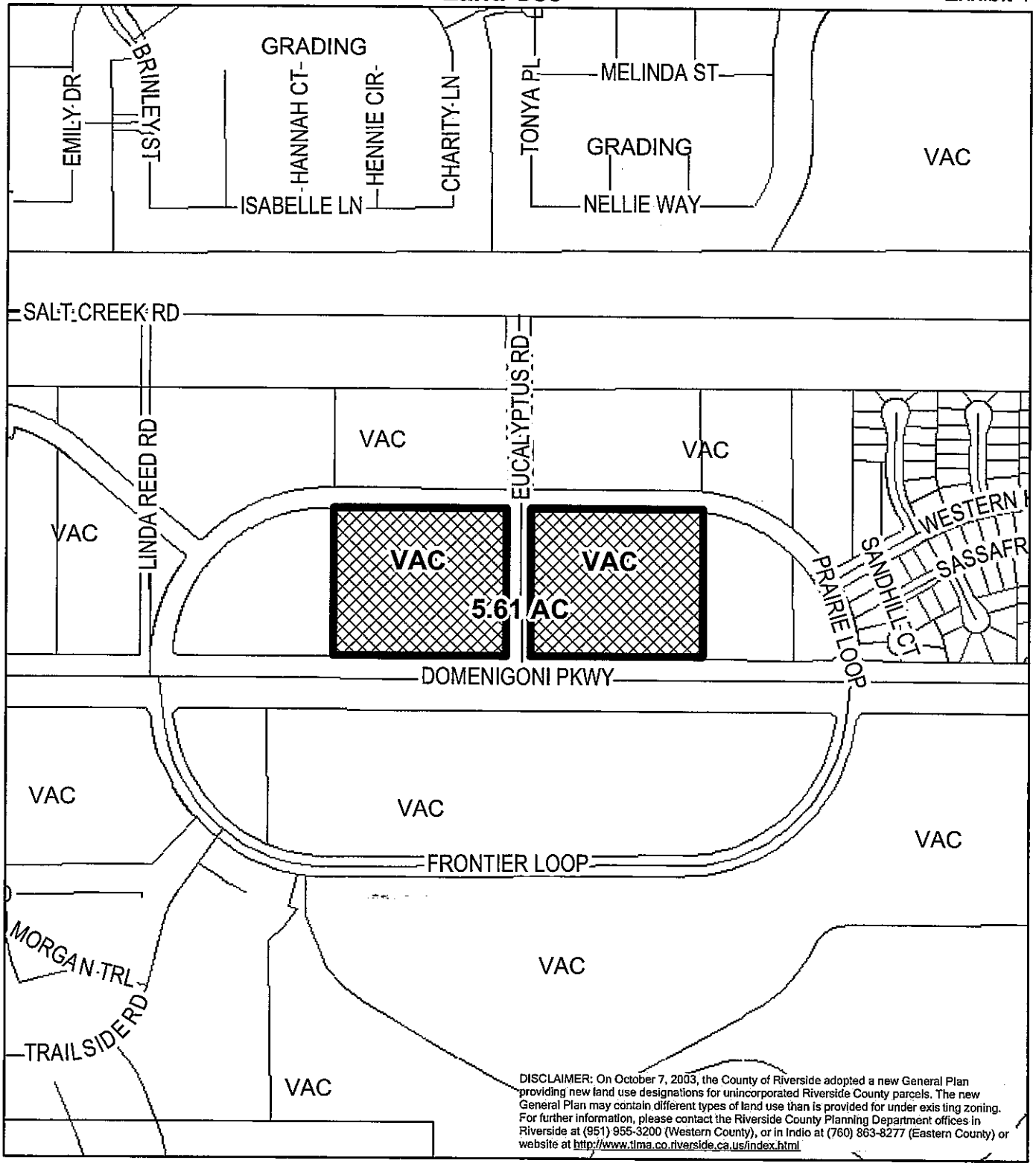
N
W E
S

0 800 1,600 3,200 4,800
Feet

Supervisor Stone
District 3
Date Drawn: 1/7/09

TR33743
Land Use

Planner: Russell Brady
Date: 2/4/09
Exhibit 1



RIVERSIDE COUNTY PLANNING DEPARTMENT

Area: Winchester
Township/Range: T5SR2W
Section: 32

N
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Assessors
Bk. Pg. 461-18
Thomas
Bros. Pg. 869 C1

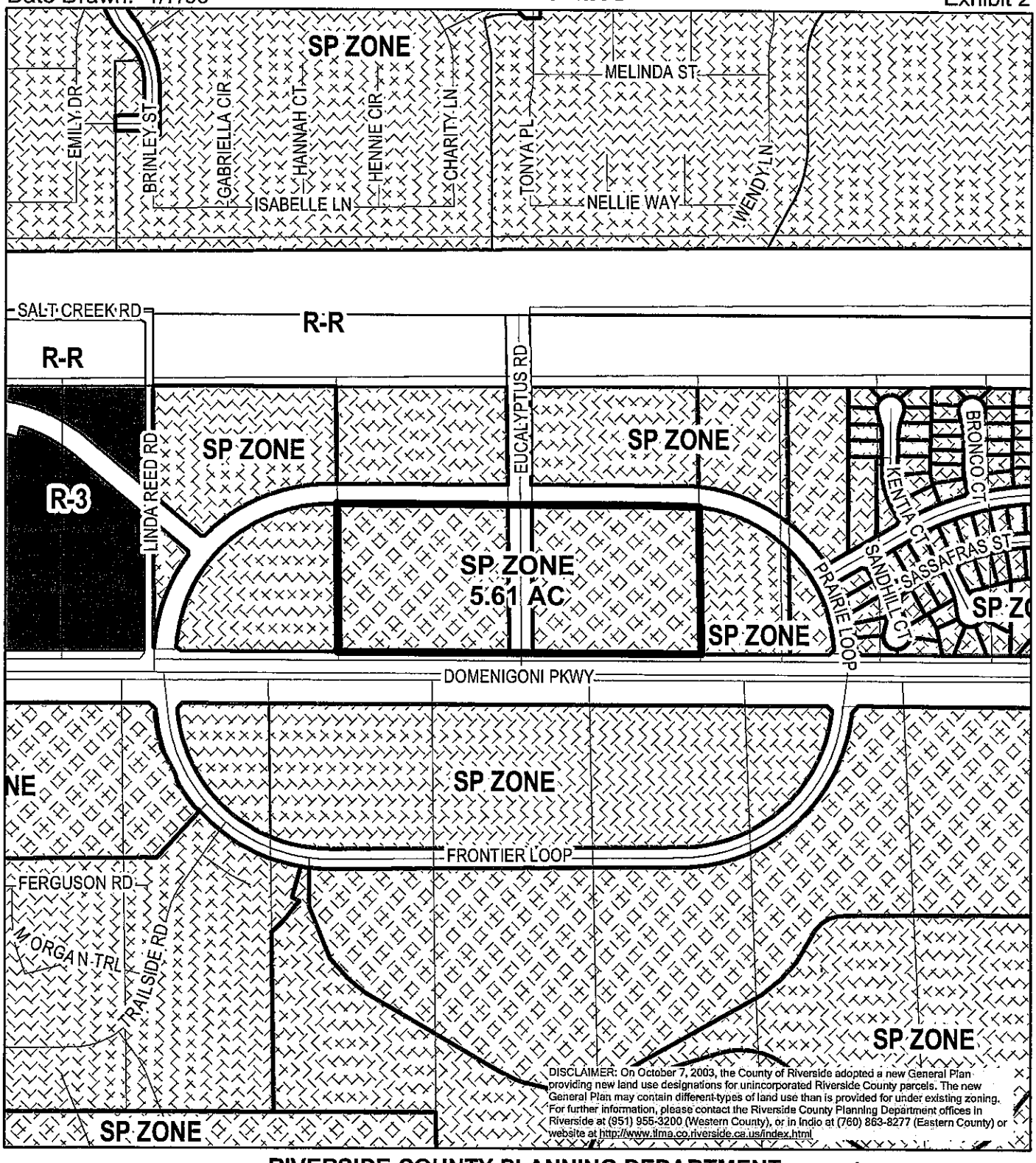
0 395 790 1,580 2,370
Feet

Supervisor Stone
District 3
Date Drawn: 1/7/09

TR33743

EXISTING ZONING

Planner: Russell Brady
Date: 2/4/09
Exhibit 2



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RIVERSIDE COUNTY PLANNING DEPARTMENT

Area: Winchester
Township/Range: T5SR2W
Section : 32

N
W E
S

Assessors
Bk. Pg. 461-18
Thomas
Bros. Pg. 869 C1

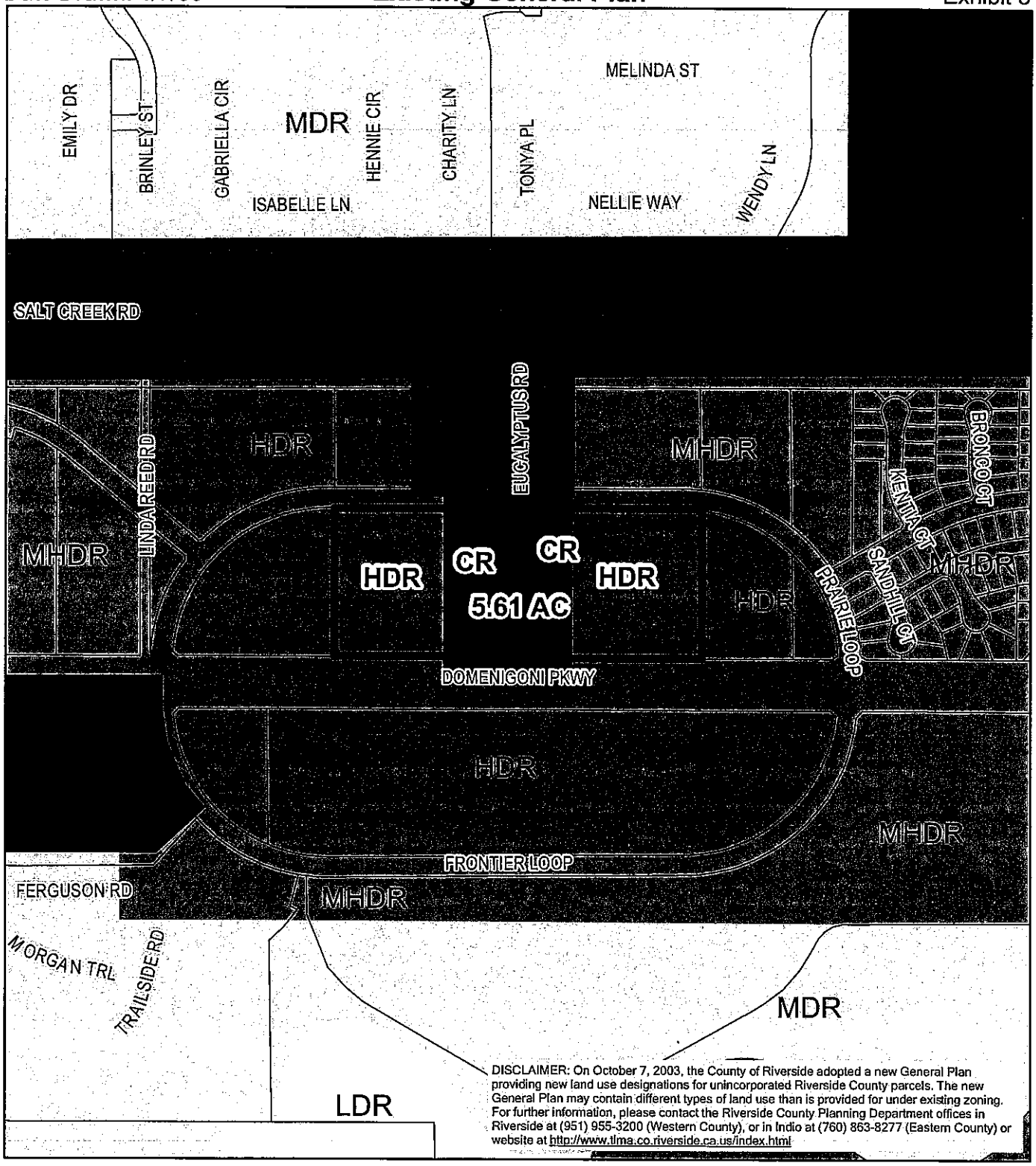
0 425 850 1,700 2,550
Feet

Supervisor Stone
District 3
Date Drawn: 1/7/09

TR33743

Existing General Plan

Planner: Russell Brady
Date: 2/4/09
Exhibit 5



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RIVERSIDE COUNTY PLANNING DEPARTMENT

Area: Winchester
Township/Range: T5SR2W
Section : 32

Assessors Bk.Pg. 461-18
Thomas Bros. Pg. 869 C1

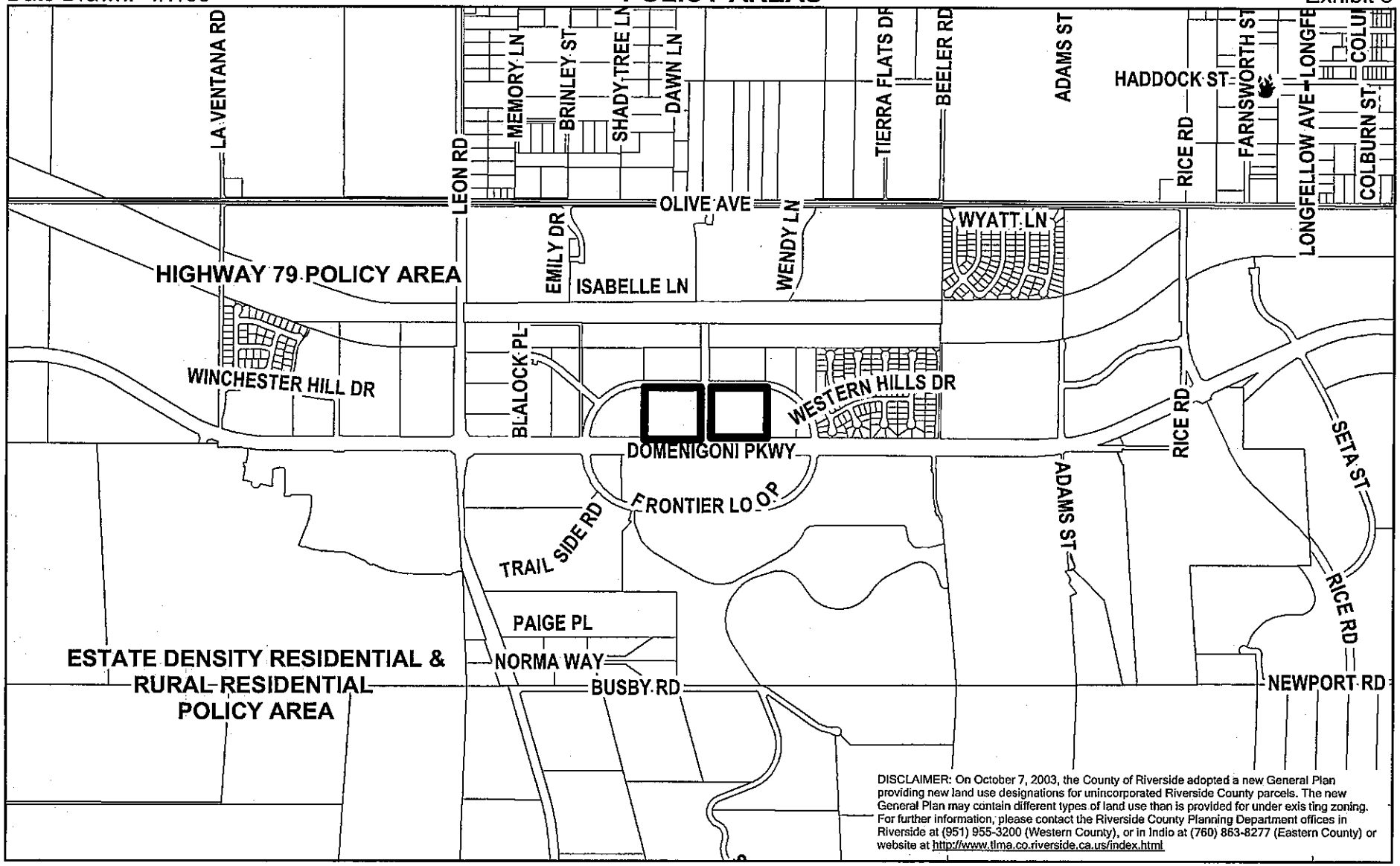
0 400 800 1,600 2,400 Feet

Supervisor Stone
District 3
Date Drawn: 1/7/09

TR33743

POLICY AREAS

Planner: Russell Brady
Date: 2/4/09
Exhibit 8



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RIVERSIDE COUNTY PLANNING DEPARTMENT

Area: Winchester
Township/Range: T5SR2W
Section : 9

Assessors
Bk. Pg. 461-18

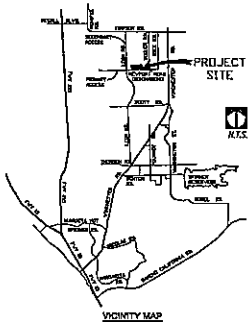
Thomas
Bros. Pg. 869 C1

0 1,800 3,600 7,200 10,800 Feet

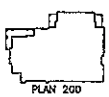
COUNTY OF RIVERSIDE
TENTATIVE TRACT MAP NO. 33743

BEING PORTIONS OF PARCEL 4, PARCEL 5, LOT "C" AND LOT "D" OF PARCEL MAP NO. 11452, RECORDED IN BOOK 56 OF PARCEL MAPS AT PAGE 65 THROUGH 67, IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, IN THE STATE OF CALIFORNIA.
SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 WEST.

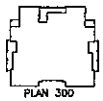
AMENDMENT NO: 1
SEPTEMBER 29, 2005



VICINITY MAP
THOMAS GUIDE, PAGE 869, GRID B-1, D-1, 2004 EDITION

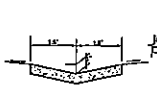


PLAN 200D
PLAN 1
LOWER LEVEL= 676 SQ. FT.
UPPER LEVEL= 960 SQ. FT.
PLAN 2
LOWER LEVEL= 642 SQ. FT.
UPPER LEVEL= 1,838 SQ. FT.
PLAN 2X
LOWER LEVEL= 684 SQ. FT.
UPPER LEVEL= 1,980 SQ. FT.
TOTAL 5,080 SQ. FT.

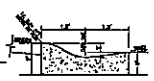


PLAN 300
PLAN 2
LOWER LEVEL= 642 SQ. FT.
UPPER LEVEL= 1,035 SQ. FT.
PLAN 3
LOWER LEVEL= 781 SQ. FT.
UPPER LEVEL= 1,082 SQ. FT.
PLAN 3X
LOWER LEVEL= 781 SQ. FT.
UPPER LEVEL= 1,082 SQ. FT.
TOTAL 5,723 SQ. FT.

TYPICAL ARCHITECTURAL PLANS
NOT TO SCALE



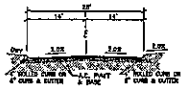
RIBBON GUTTER
DETAIL NO SCALE



MODIFIED ROLLED CURB
DETAIL NO SCALE

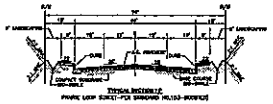
PRIVATE STREET
PORTION OF STREET "A" & "B"

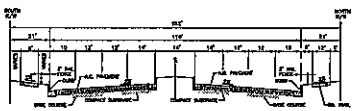
PRIVATE STREET
PORTION OF STREETS "F" & "G"

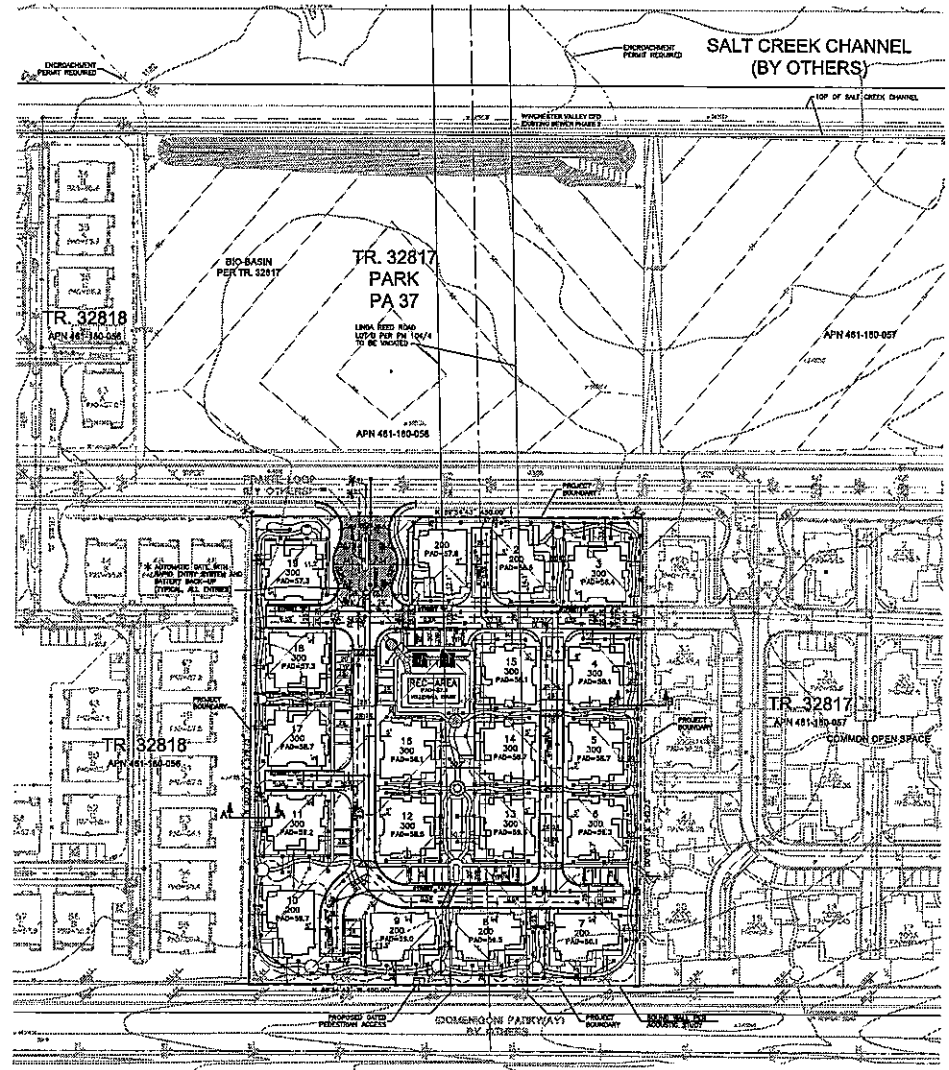


PRIVATE STREET E
PORTION OF STREET "E"

INTERIOR STREETS







TYPICAL SECTION A-A
NOT SHOWN PROPERTY LINE

TYPICAL SECTION B-B
EAST SIDE PROPERTY LINE

OWNER:
WINCHESTER MONTEE LAND/CORONA LAND LTD
144 N. GLENDALE AVE., STE. 332
GLENDALE, CA 91206

YOUSSEF EFFAT
1104 BUTWOOD AVE.
FULLERTON, CA 92831

APPLICANT:
D.R. HORTON CONTINENTAL SERIES
2280 WARDLOW CIRCLE, SUITE 100
CORONA, CA 92880

ENGINEER / REPRESENTATIVE:
STANTEC CONSULTING INC.
227 BANCROFT DRIVE, SUITE 300
SAN MARCOS, CA 92069
(760) 891-3200

CONTIGUOUS OWNERSHIP:
THE OWNERS REPRESENT THIS TO BE A PORTION OF THEIR CONTIGUOUS OWNERSHIP UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION:
BEING PORTIONS OF PARCEL 4, PARCEL 5, LOT "C" AND LOT "D" OF PARCEL MAP NO. 11452, RECORDED IN BOOK 56 OF PARCEL MAPS AT PAGE 65 THROUGH 67, IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, IN THE STATE OF CALIFORNIA.

PHASING:
THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS IN ANY SEQUENCE ON THIS TENTATIVE SUBDIVISION MAP IN ACCORDANCE WITH THE SUBDIVISION MAP ACT.

SCHOOL DISTRICTS:
HEMET UNIFIED SCHOOL DISTRICT
(951) 765-5100 EXT. 2403

UTILITIES:
ELECTRIC: SOUTHERN CALIFORNIA EDISON COMPANY (951) 928-8107
GAS: SOUTHERN CALIFORNIA GAS COMPANY (951) 204-0093
SEWER: EASTERN MUNICIPAL WATER DISTRICT (951) 928-3777
WATER: EASTERN MUNICIPAL WATER DISTRICT (951) 928-3777
TELEPHONE: GENERAL TELEPHONE CO. (951) 928-8482

PRELIMINARY EARTH-WORK QUANTITIES:
CUT: 1,300 CY
FILL: 1,300 CY
IMPORT: 0 CY

GENERAL NOTES:
1. ASSESSORS PARCEL NOS.: PORTION OF 461-180-055
PORTION OF 461-180-057
2. THIS MAP IS LOCATED WITHIN A PORTION OF SPECIFIC PLAN 293 PLANNING AREA NO. 39
3. CURRENT ZONING: SPECIFIC PLAN 293
4. PROPOSED ZONING: SPECIFIC PLAN 293
5. SURROUNDING ZONING:
NORTH – SP 293
SOUTH – SP 293
EAST – SP 293
WEST – SP 293
6. ACREAGE BEING DIVIDED: 5.61 ACRES GROSS, 4.23 NET ACRES
7. THE PROJECT IS NOT SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARD BASED ON THE CONSTRUCTION IMPROVEMENTS TO THE SALT CREEK CHANNEL (U.S.C.O.E. DRAWING SET 6-760).
8. TOTAL LOTS: 1 MULTI-FAMILY(5.61 AC GROSS)
9. GROSS DENSITY = 57 DU/5.61 AC. = 10.16 DU/AC.
10. ADJACENT LAND USE: VACANT
11. EXISTING LAND USE: VACANT
12. PROPOSED LAND USE: RESIDENTIAL
13. PUBLIC STREET IMPROVEMENTS: PER COUNTY OF RIVERSIDE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
14. THOMAS BROS. MAP BOOK PAGE: 869, GRID B1, C1; 2004 EDITION
15. GENERAL PLAN DESIGNATION: SPECIFIC PLAN 293, ADOPTED ON 3/14/96, RESOLUTION 97-093
16. NO SUBSURFACE SEPTIC DISPOSAL PROPOSED.
17. NO EXISTING STRUCTURES ON SITE.
18. INTRACT STREETS TO BE PRIVATE.
19. GRADING OCCURING OFF-SITE OUTSIDE THE SUBDIVISION BOUNDARY MAY REQUIRE PERMISSION LETTERS OR EASEMENTS FROM THE UNDERLYING PROPERTY OWNER PRIOR TO THAT GRADING.
20. MULTI-FAMILY RESIDENTIAL DEVELOPMENT WILL BE GATED.
21. ALL LOTS HAVE 1% MIN. GRADE TOWARD STREET FOR DRAINAGE PURPOSES.
22. THERE ARE NO REMAINING PARCELS.
23. RUNOFF FROM THIS TRACT WILL BE DISCHARGED INTO THE SALT CREEK CHANNEL AND WILL BE ENGINEERED ON FINAL ENGINEERING PLANS FOR THIS TRACT.
24. PROJECT SITE IS WITHIN COMMUNITY SERVICES DISTRICT 86-1.
25. NO MOBILE HOME OR RECREATIONAL VEHICLE SPACES PROVIDED.
26. NO KNOWN WELLS ON-SITE OR WITHIN 200 FEET OF PROPERTY.
27. SITE IS NOT SUBJECT TO LIQUIFACTION OR OTHER GEOLOGICAL HAZARDS OR WITHIN A SPECIAL STUDIES ZONE.
28. ALL OPEN SPACE LOTS TO BE MAINTAINED BY VALLEY WIDE PER CSD 86-1.
29. SOURCE OF TOPOGRAPHY: AERIAL, JULY 6, 2003. DATUM: NGVD CONTOUR INTERVAL = 1 FT.
30. PLANNING AREA 39 OF SPECIFIC PLAN 293.
31. PROPOSED DEVELOPMENT TO BE IN CONFORMANCE WITH SP 293.
32. IMPROVEMENTS PER SCHEDULE A.

PARKING SUMMARY TABLE

DESCRIPTION	REQUIRED	PROVIDED
RESIDENT	1 BEDROOMS / UNIT = 1.25 SPACES 2 BEDROOMS / UNIT = 2.25 SPACES 3 BEDROOMS / UNIT = 2.75 SPACES	2-3 CAR GARAGE = 57 = 114 SPACES STANDARD = 43 SPACES
	57 UNITS x 2.75 = 157 SPACES	
TOTAL	157 SPACES	157 SPACES

HIGHWAY 79 POLICY AREA DENSITY FACTORS

ZONING	LAND USE	ACREAGE	BUILDING INTENSITY RANGE	MIDRANGE	MIDRANGE % OF MAX	ALLOWABLE NUMBER OF UNITS	TRIPS GENERATED (10 ADT PER UNIT)
EXISTING	COMMERCIAL RETAIL (CR)	5.5892	0.20-0.35 FAR	0.275	0.25	273.7	2758.7
PROPOSED	HIGH DENSITY RESIDENTIAL (HDR)	5.5892	8-14 DU/A.C.	11.00	10.61	58	576.0

LEGEND OF ABBREVIATIONS AND SYMBOLS

EXIST. CONTOUR
PROP. CONTOUR
TRACT BOUNDARY
25 STREET GRADE
CENTERLINE
SEWER (PRIVATE)
STORM DRAIN (PRIVATE)
WATER (PRIVATE)
277 LOT NUMBER
413 PAD ELEVATION
R=450' STREET RADIUS
73 STREET ELEVATION
47.46' EL. 24' CENTERLINE INTERSECTION
PVC POINT OF VERTICAL INTERSECTION
FS FINISHED SURFACE ELEVATION
GB GRADE BREAK
X 1422.3 EXISTING SPOT ELEVATION
FIRE HYDRANT
STREET LIGHT
12" S.D. GRADE
6" ROLLED CURB
6" CURB
RIBBON GUTTER
TOP OF SLOPE
TOE OF SLOPE
PVC YARD DRAIN
FG FINISHED GRADE ELEVATION
WSE WATER SURFACE ELEVATION
SMH SEWER MAN HOLE
SEWER (PUBLIC)
STORM DRAIN (PUBLIC)
WATER (PUBLIC)
ENHANCED PAVEMENT
PAVEMENT

SCALE: 1" = 60'

Underground Service Alert DIGALERT
Call: TOLL FREE 1-800-227-2600

Stantec Consulting Inc.
227 Bancroft 30th Suite 300
San Marcos, CA 92069
Tel. (760) 891-3200
Fax. (760) 891-3201
www.stantec.com

DATE	BY	MARK	REVISIONS	APPR. DATE
DESIGNED BY: C.C.	DRAWN BY: P.Y.		CHECKED BY: P.K.	

COUNTY OF RIVERSIDE

APPROVED _____ 20__
BY _____

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TENTATIVE TRACT MAP
No. 33743
AMENDMENT NO: 1

SHEET 1 OF 1

PREPARED FOR: D.R. HORTON CONTINENTAL SERIES

PREPARED: 09-28-2005
REVISED: 09-15-2006

COUNTY OF RIVERSIDE
ENVIRONMENTAL ASSESSMENT FORM: INITIAL STUDY

Environmental Assessment (E.A.) Number: 40493
Project Case Type (s) and Number(s): Tentative Tract Map No. 33743
Lead Agency Name: County of Riverside Planning Department
Address: P.O. Box 1409, Riverside, CA 92502-1409
Contact Person: Russell Brady
Telephone Number: 951-955-1888
Applicant's Name: Rancon Group
Applicant's Address: 41391 Kalmia Street, suite 200, Murrieta, CA 92567
Engineer's Name: Stantec Consulting Inc.
Engineer's Address: 277 Rancheros Drive, Suite 300, San Marcos, CA 92069

I. PROJECT INFORMATION

A. Project Description:

Tentative Tract Map No. 33743 proposes a Schedule A subdivision of 5.61 acres into one lot for 57 condominium units and one recreation area.

B. Type of Project: Site Specific ☒; Countywide ☐; Community ☐; Policy ☐.

C. Total Project Area: 5.61 Acres

Residential Acres: 5.61	**Lots:** 1	**Units:** 57	**Projected No. of Residents:** 171
Commercial Acres: N/A	**Lots:** N/A	**Sq. Ft. of Bldg. Area:** N/A	**Est. No. of Employees:** N/A
Industrial Acres: N/A	**Lots:** N/A	**Sq. Ft. of Bldg. Area:** N/A	**Est. No. of Employees:** N/A
Other: N/A			

D. Assessor's Parcel No(s): 461-280-008 and 461-280-011

E. Street References: northerly of Domenigoni Parkway, easterly of Leon Road, westerly of Rice Road

F. Section, Township & Range Description or reference/attach a Legal Description: Township 5 South, Range 2 West, Section 32

G. Brief description of the existing environmental setting of the project site and its surroundings: The project is located in the community of Winchester. The project site lies approximately 1,000 feet south of the Salt Creek Channel. Vegetation is mostly non-native grassland. The surrounding area as primarily vacant from previous agricultural uses. The surrounding area has numerous residential tentative maps at various stages of development at primarily medium and high densities.

II. APPLICABLE GENERAL PLAN AND ZONING REGULATIONS

A. General Plan Elements/Policies:

1. **Land Use:** The proposed project meets the requirements for the various land use designations on the project site. The proposed project meets the Highway 79 Policy Area requirements of the General Plan and all applicable land use policies. EA41176 fully addressed all Land Use Element impacts.

2. **Circulation:** The proposed project provides greater opportunities for pedestrian and bicycle use and therefore reduces the reliance on automobiles for transportation. Adequate circulation facilities exist and are proposed to serve the proposed project. The proposed project meets with all other applicable circulation policies of the General Plan. EA41176 fully addressed all Circulation Element impacts.

3. **Multipurpose Open Space:** The project includes a private active recreation area which will be maintained by Valley-Wide Recreation and Parks District and will serve this project. The proposed project has been conditioned to dedicate the appropriate park land and/or pay the appropriate park mitigation fees pursuant to the Quimby Act. The proposed project meets with all other applicable Multipurpose Open Space element policies. EA41176 fully addressed all Open Space Element impacts.

4. **Safety:** The proposed project is a subsidence susceptible area, the Diamond Valley Lake dam inundation area, and a 100-year FEMA flood zone. The proposed project is not located within any other special hazard zone (including fault zone, high fire area, area with high liquefaction potential, etc.). The proposed project has allowed for sufficient provision of emergency response services to the future residents of this project through the project design and payment of development impact fees. The proposed project meets with all other applicable Safety element policies. EA41176 fully addressed all Safety Element impacts.

5. **Noise:** Sufficient mitigation against any foreseeable noise sources in the area has been provided for in the design and conditioning of the project. The proposed project meets with all other applicable Noise element policies. EA41176 fully addressed all Noise Element impacts.

6. **Housing:** The proposed project meets with all applicable Housing element policies. EA41176 fully addressed all Housing Element impacts.

7. **Air Quality:** The proposed project has been conditioned to control any fugitive dust during grading and construction activities. The proposed project has been designed to promote pedestrian and bicycle use and limit the use of automobiles for transportation, thereby reducing air pollution. The proposed project meets all other applicable Air Quality element policies. EA41176 fully addressed all Air Quality Element impacts.

B. **General Plan Area Plan(s):** Harvest Valley/Winchester

C. **Foundation Component(s):** Community Development

D. **Land Use Designation(s):** Commercial Retail (CR) (0.20-0.35 floor area ratio)

E. **Overlay(s), if any:** N/A

F. **Policy Area(s), if any:** Highway 79 Policy Area

G. **Adjacent and Surrounding:**

1. **Area Plan(s):** Harvest Valley / Winchester

2. **Foundation Component(s):** Community Development

3. **Land Use Designation(s):** Open Space: Recreation (OS:R) to the north, Community Development: High Density Residential (CD:HDR) (8-12 dwelling units per acre) to the east, south and west and Community Development: Medium High Density Residential (CD:MHDR) (5-8 dwelling units per acre) to the northeast.

4. **Overlay(s) and Policy Area(s), if any:** Highway 79 Policy Area

H. **Adopted Specific Plan Information**

1. **Name and Number of Specific Plan, if any:** Winchester Hills, Specific Plan No. 293

I. **Existing Zoning:** Specific Plan No. 260 Planning Area 39

J. **Proposed Zoning, if any:** N/A

K. **Adjacent and Surrounding Zoning:** Specific Plan (SP 293) to the north, east, south, and west

III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below (x) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Hazards & Hazardous Materials	☐ Public Services
☐ Agriculture Resources	☐ Hydrology/Water Quality	☐ Recreation
☐ Air Quality	☐ Land Use/Planning	☐ Transportation/Traffic
☐ Biological Resources	☐ Mineral Resources	☐ Utilities/Service Systems
☐ Cultural Resources	☐ Noise	☐ Other
☐ Geology/Soils	☐ Population/Housing	☐ Mandatory Findings of Significance

IV. DETERMINATION

On the basis of this initial evaluation:

A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS NOT PREPARED
☐ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project, described in this document, have been made or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION** will be prepared.
☐ I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

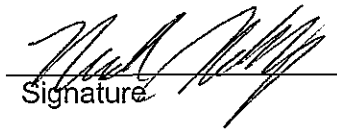
A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS PREPARED
☒ I find that although the proposed project could have a significant effect on the environment, **NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier

EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible.

☐ I find that although all potentially significant effects have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, some changes or additions are necessary but none of the conditions described in California Code of Regulations, Section 15162 exist. An **ADDENDUM** to a previously-certified EIR or Negative Declaration has been prepared and will be considered by the approving body or bodies.

☐ I find that at least one of the conditions described in California Code of Regulations, Section 15162 exist, but I further find that only minor additions or changes are necessary to make the previous EIR adequately apply to the project in the changed situation; therefore a **SUPPLEMENT TO THE ENVIRONMENTAL IMPACT REPORT** is required that need only contain the information necessary to make the previous EIR adequate for the project as revised.

☐ I find that at least one of the following conditions described in California Code of Regulations, Section 15162, exist and **a SUBSEQUENT ENVIRONMENTAL IMPACT REPORT** is required: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any the following:(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration;(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or,(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or negative declaration would substantially reduce one or more significant effects of the project on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.



Signature

December 22, 2008
Date

Russell Brady
Printed Name

For Ron Goldman, Planning Director

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 8 MAP - DEFINITIONS RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Tentative Tract Map No. 33743 shall be henceforth defined as follows:

TENTATIVE MAP = Tentative Tract Map No.33743, Amended No. 2, dated 9/22/06.

APPROVED EXHIBIT B = Elevations for Tentative Tract Map No. 33743, Exhibit B, dated 9/22/06.

APPROVED EXHIBIT C = Floorplans for Tentative Tract Map No. 3343, Exhibits C-1, C-2, and C-3, dated 9/22/06.

CONCEPTUAL LANDSCAPING = Landscape Plans for Tentative Tract Map No. 33743, Exhibit L, dated 11/24/08.

FINAL MAP = Final Map or Parcel Map for the TENTATIVE MAP whether recorded in whole or in phases.

10. EVERY. 9 MAP - PROJECT DESCRIPTION RECOMMND

The land division hereby permitted is a Schedule A subdivison of 5.61 acres into one lot for 57 condominium units and one recreation area.

10. EVERY. 10 MAP - HOLD HARMLESS RECOMMND

The land divider or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside (COUNTY), its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the TENTATIVE MAP, which action is brought within the time period provided for in California Government Code, Section 66499.37. The COUNTY will promptly notify the land divider of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the land divider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the land divider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

10. GENERAL CONDITIONS

10. EVERY. 11 MAP - 90 DAYS TO PROTEST RECOMMND

The land divider has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of the approval or conditional approval of this project.

BS GRADE DEPARTMENT

10.BS GRADE. 1 MAP-GIN INTRODUCTION RECOMMND

Improvement such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Grading Division conditions of approval.

10.BS GRADE. 2 MAP-G1.2 OBEY ALL GDG REGS RECOMMND

All grading shall conform to the California Building Code, Ordinance 457, and all other relevant laws, rules and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building & Safety Department.

10.BS GRADE. 3 MAP-G1.3 DISTURBS NEED G/PMT RECOMMND

Ordinance 457 requires a grading permit prior to clearing , grubbing or any top soil disturbances related to construction grading.

10.BS GRADE. 4 MAP-G1.6 DUST CONTROL RECOMMND

All necessary measures to control dust shall be implemented by the developer during grading.

10.BS GRADE. 5 MAP-G2.5 2:1 MAX SLOPE RATIO RECOMMND

Grade slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

10.BS GRADE. 6 MAP-G2.8MINIMUM DRNAGE GRAD RECOMMND

Minimum drainage grade shall be 1% except on portland cement concrete where 0.35% shall be the minimum.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

10. GENERAL CONDITIONS

10.BS GRADE. 10 MAP-G2.22 PVT RD GDG PMT RECOMMND

Constructing a private road requires a grading permit.

10.BS GRADE. 11 SMP G-26 APPROVED CONDITIONS RECOMMND

ALL PRIOR BUILDING & SAFETY DEPARTMENT CONDITIONS APPROVED UNDER SURFACE MINING PERMITRECLAMATION PLAN)___(insert case number)___ (INCLUDING OTHER REVISIONS AND SUBSTANTIAL CONFORMANCES) SHALL REMAIN IN EFFECT DURING THE LIFE OF THIS ___(REVISED PERMIT/SUBSTANTIAL CONFORMANCE)___ UNLESS SPECIFICALLY REMOVED OR REPLACED BY ANOTHER CONDITION.

FIRE DEPARTMENT

10.FIRE. 1 MAP*-#16-HYDRANT/SPACING NOTAPPLY

Schedule _ fire protection approved standard fire hydrants, (6"x4"x2 1/2") located one at each street intersection and spaced no more than _____ feet apart in any direction, with no portion of any lot frontage more than _____ feet from a hydrant. Minimum fire flow shall be _____ GPM for 2 hour duration at 20 PSI. Shall include perimeter streets at each intersection and spaced 1,000 feet apart.

10.FIRE. 2 MAP*-#15-POTENTIAL FIRE FLOW RECOMMND

The water mains shall be capable of providing a potential fire flow 2500 GPM and an actual fire flow available from any one hydrant shall be 1500 GPM for 2 hour duration at 20 PSI residual operating pressure.

10.FIRE. 3 MAP*-#14-COM/RES HYD/SPACING RECOMMND

Approved super fire hydrants, (6"x4"x2 1/2"x2 1/2") shall be located at each street intersection and spaced not more than 330 feet apart in any direction, with no portion of any BUILDING more than 165 feet from a fire hydrant.Each hydrant can be no less than than 25 feet.

FLOOD RI DEPARTMENT

10.FLOOD RI. 1 MAP FLOOD HAZARD REPORT RECOMMND

Tract 33473 is a proposal to subdivide 5.6-acres into 1 lot for condominium units in the Winchester area. The project is located on the north side of (old Patton Road) Newport Road, approximately 2000 feet east of Leon Road.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

10. GENERAL CONDITIONS

10.FLOOD RI. 1 MAP FLOOD HAZARD REPORT (cont.) RECOMMND

The site consists of relatively flat land that drains towards to Salt Creek to the north. The developer has proposed a system of storm drains and streets to collect onsite runoff and drain the site. The tentative tract map shows a storm drain in proposed "Prairie Loop". This storm drain is not part of the current version of the Master Drainage Plan for Winchester Hills CFD. This development would need to construct the proposed storm drains shown on the exhibit to Salt Creek Channel. Salt Creek Channel is considered an adequate outlet, therefore no increased runoff mitigation would be required.

The site receives offsite flows from the south. In order to protect the site, this development needs the improvements proposed with the Newport Road improvements. Additionally, unless Line 1 per the master drainage plan for the Winchester Hills Specific Plan/CFD (SP 293) has been constructed by another development, the developer of this site will be conditioned to construct Line 1 and Line 2 or their functional equivalent as approved by the Chief Engineer from this tract to Salt Creek Channel. This would require some offsite improvements that shall be addressed in the environmental assessment for this tract.

A water quality basin is proposed to treat the onsite runoff for Tract 33473 (and Tract 32817 and a portion of Tract 32818). The applicant's engineer has submitted a preliminary WQMP that indicates the general size, shape, and location of the proposed basin is sufficient to mitigate the impacts of the development. A final design of the basin will not be required until the improvement plan stage of this development. However, the basin may need modifications at the plan check stage.

The site is located within the bounds of the Salt Creek Channel, Winchester/North Hemet Area Drainage Plan (ADP) for which drainage fees have been established by the Board of Supervisors. Applicable ADP fees will be due (in accordance with the Rules and Regulations for Administration of Area Drainage Plans) prior to permits for this project. Although the current fee for this ADP is $131 per acre, the fee due would be based on the fee in effect at the time of payment.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

10. GENERAL CONDITIONS

10.FLOOD RI. 2 MAP CONSTRUCT STORM DRAIN RECOMMND

This development would need to construct the proposed storm drain shown in proposed Street "B" on the tentative map exhibit.

In order to protect the site, this development needs the improvements proposed with the Newport Road improvements. In addition, unless Line 1 and Line 2 per the master drainage plan for the Winchester Hills Specific Plan/CFD (SP 293) has been constructed by another development, the developer of this tract shall construct Line 1 and Line 2 or their functional equivalent as approved by the Chief Engineer from this tract to Salt Creek Channel.

10.FLOOD RI. 3 MAP 10 YR CURB - 100 YR ROW RECOMMND

The 10 year storm flow shall be contained within the curb and the 100 year storm flow shall be contained within the street right of way. When either of these criteria is exceeded, additional drainage facilities shall be installed. The property shall be graded to drain to the adjacent street or an adequate outlet.

10.FLOOD RI. 4 MAP 100 YR SUMP OUTLET RECOMMND

Drainage facilities outletting sump conditions shall be designed to convey the tributary 100 year storm flows. Additional emergency escape shall also be provided.

10.FLOOD RI. 5 MAP PERP DRAINAGE PATTERNS RECOMMND

The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review.

10.FLOOD RI. 6 MAP COORDINATE DRAINAGE DESIGN RECOMMND

Development of this property shall be coordinated with the development of adjacent properties to ensure that watercourses remain unobstructed and stormwaters are not diverted from one watershed to another. This may require the construction of temporary drainage facilities or

10. GENERAL CONDITIONS

10.FLOOD RI. 6 MAP COORDINATE DRAINAGE DESIGN (cont.) RECOMMND

offsite construction and grading. A drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review.

10.FLOOD RI. 14 MAP WATERS OF THE US (NO FEMA) RECOMMND

A portion of the proposed project may affect "waters of the United States", "wetlands" or "jurisdictional streambeds". Therefore, a copy of appropriate correspondence and necessary permits, or correspondence showing the project to be exempt, from those government agencies from which approval is required by Federal or State law (such as Corps of Engineers 404 permit or Department of Fish and Game 1603 agreement) shall be provided to the District prior to the recordation of the final map.

All Regulatory Permits (and any attachments thereto such as Habitat Mitigation and Monitoring Plans, Conservation Plans/Easements) to be secured by the Developer shall be submitted to the District for review. The terms of the Regulatory Permits shall be approved by the District prior to improvement plan approval, map recordation or finalization of the Regulatory Permits. There shall be no unreasonable constraint upon the District's ability to operate and maintain the flood control facility to protect public health and safety.

10.FLOOD RI. 16 MAP SUBMIT FINAL WQMP =PRELIM RECOMMND

In compliance with Santa Ana Region and San Diego Region Regional Water Quality Control Board Orders, and Beginning January 1, 2005, projects submitted within the western region of the unincorporated area of Riverside County for discretionary approval will be required to comply with the Water Quality Management Plan for Urban Runoff (WQMP). The WQMP addresses post-development water quality impacts from new development and redevelopment projects. The WQMP requirements will vary depending on the project's geographic location (Santa Ana, Santa Margarita or Whitewater River watersheds). The WQMP provides detailed guidelines and templates to assist the developer in completing the necessary studies. These documents are available on-line at:
www.floodcontrol.co.riverside.ca.us under Programs and

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

10. GENERAL CONDITIONS

10.FLOOD RI. 16 MAP SUBMIT FINAL WQMP =PRELIM (cont.) RECOMMND

Services, Stormwater Quality.

To comply with the WQMP a developer must submit a "Project Specific" WQMP. This report is intended to a) identify potential post-project pollutants and hydrologic impacts associated with the development; b) identify proposed mitigation measures (BMPs) for identified impacts including site design, source control and treatment control post-development BMPs; and c) identify sustainable funding and maintenance mechanisms for the aforementioned BMPs. A template for this report is included as 'exhibit A' in the WQMP.

The developer has submitted a report that meets the criteria for a Preliminary Project Specific WQMP. The report will need to be revised to meet the requirements of a Final Project Specific WQMP. Also, it should be noted that if 401 certification is necessary for the project, the Water Quality Control Board may require additional water quality measures.

10.FLOOD RI. 18 MAP WQMP ESTABL MAINT ENTITY RECOMMND

This project proposes BMP facilities that will require maintenance by a public agency or homeowner's association. To ensure that the public is not unduly burdened with future costs, prior to final approval or recordation of this case, the District will require an acceptable financial mechanism be implemented to provide for maintenance of treatment control BMPs in perpetuity. This may consist of a mechanism to assess individual benefiting property owners, or other means approved by the District. The site's treatment control BMPs must be shown on the project's improvement plans - either the street plans, grading plans, or landscaping plans. The type of improvement plans that will show the BMPs will depend on the selected maintenance entity.

PLANNING DEPARTMENT

10.PLANNING. 5 MAP - MAP ACT COMPLIANCE RECOMMND

This land division shall comply with the State of California Subdivision Map Act and to all requirements of County Ordinance No. 460, Schedule A, unless modified by the conditions listed herein.

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10. GENERAL CONDITIONS

10.PLANNING. 6 MAP - FEES FOR REVIEW RECOMMND

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring requirement, shall be reviewed on an hourly basis, or other appropriate fee, as listed in ounty Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 8 MAP - LANDSCAPE MAINTENANCE RECOMMND

The land divider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of all slopes, landscaped areas and irrigation systems within the land division until such time as those operations are the responsibility of the individual home owners, a homeowners association, or any other successor-in-interest.

10.PLANNING. 12 MAP - OFFSITE SIGNS ORD 679.4 RECOMMND

No offsite subdivision signs advertising this land division/development are permitted, other than those allowed under Ordinance No. 679.4. Violation of this condition of approval may result in no further permits of any type being issued for this subdivision until the unpermitted signage is removed.

10.PLANNING. 13 MAP - RES. DESIGN STANDARDS RECOMMND

The design standards for the subject parcels are as follows:

a. Lots created by this map shall conform to the design standards of the SP zone.
b. The front yard setback is 10 feet.
c. The side yard setback is 5 feet.
d. The street side yard setback is 10 feet.
e. The rear yard setback is 10 feet, except where a rear yard abuts a street, then the setback shall be the same as the front yard setback, in accordance with Section 21.77 of Ordinance No. 348.
f. The minimum average width of the lot is 60 feet.
g. The maximum height of any building is 50 feet.
h. The minimum parcel size is 7,200 square feet.
i. No more than 60% of the lot shall be covered by structure.

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10. GENERAL CONDITIONS

10.PLANNING. 13 MAP - RES. DESIGN STANDARDS (cont.) RECOMMND

j. Residential driveway approaches shall be a minimum of 12 feet and a maximum of 30 feet in width, and 20 feet of full height curb is required between driveways within any one property frontage, in accordance with Ord. No. 461, Standard No. 207.

EXCEPT AS ALLOWED BY ORDINANCE NO. 348, THERE SHALL BE NO ENCROACHMENT INTO THE SETBACK.

10.PLANNING. 15 MAP - CW & SP DESIGN STDS RECOMMND

The land divider shall comply with the Countywide Design Standards and Guidelines adopted by the Board of Supervisors January 13, 2004 and Specific Plan Design Standards and Guidelines. If Countywide design Standards and Guidelines differ from the SPECIFIC PLAN, the SPECIFIC PLAN shall take precedence.

10.PLANNING. 17 MAP - ORD NO. 659 (DIF) RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and construction of facilities necessary to address the direct and cummulative environmental effects generated by new development projects described and defined in this Ordinance, and it establishes the authorized uses of the fees collected.

The fee shall be paid for each residential unit to be constructed within this land division. In the event Riverside County Ordinance No. 659 is recinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

10.PLANNING. 18 MAP - ORD 810 OPN SPACE FEE RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant

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10. GENERAL CONDITIONS

10.PLANNING. 18 MAP - ORD 810 OPN SPACE FEE (cont.) RECOMMND

shall comply with the provisions of Riverside County Ordinance No. 810, which requires payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 810 has been established to set forth policies, regulations and fees related to the funding and acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this Ordinance.

The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

10.PLANNING. 19 MAP - REQUIRED MINOR PLANS RECOMMND

For each of the below listed items, a minor plot plan application shall be submitted and approved by the County Planning Department pursuant to Section 18.30.a. (1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department) along with the current fee.

1. Final Site Development Plan for each phase of development.

2. Model Home Complex Plan shall be filed and approved for each phase if models change between phases. A final site of development plot plan must be approved prior to approval, or concurrent with a Model Home Complex Plan.

3. Landscaping Plan for typical front yard/slopes/open space. These three plans may be applied for separately for the whole tract or for phases.

4. Landscaping plans totally in the road right-of-Way shall be submitted to the Transportation Department only.

5. Each phase shall have a separate wall and fencing plan.

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10. GENERAL CONDITIONS

10.PLANNING. 19 MAP - REQUIRED MINOR PLANS (cont.) RECOMMND

6. Entry monument and gate entry plan.

NOTE: The requirements of the above plot plans may be accomplished as one, or, any combination of multiple plot plans required by these conditions of approval. However, each requirement shall be cleared individually with the applicable plot plan condition of approval in the "PRIOR TO BUILDING PERMIT" (80 series) conditions.

10.PLANNING. 20 MAP - IF HUMAN REMAINS FOUND RECOMMND

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the coroner shall notify the Native American Heritage Commission, which will determine and notify the appropriate NATIVE AMERICAN TRIBE who is the most likely descendent. The descendent shall inspect the site of the discovery and make a recommendation as to the appropriate mitigation. After the recommendation has bee made, the property owner, a Native American Tribe representative, and a County representative shall meet to determine the appropriate mitigation measures and corrective actions to be implemented.

This condition implements condition 30.PLANNING.33 of the SPECIFIC PLAN.

10.PLANNING. 21 MAP - GEO01756 RECOMMND

County Geologic Report (GEO) No. 1756, submitted for this project (TR33743), was prepared by Geocon Inland Empire, Inc. and is entitled: "Preliminary Geotechnical Investigation, Youseff Parcel, Patton Avenue, Winchester Area, Riverside County, California", dated October 26, 2004. Geocon Inland Empire, Inc. prepared the following additional reports:

"Tentative Tract 33743, Patton Avenue (Newport Road), Winchester Area, Riverside County, California, Geotechnical Opinion", dated November 21, 2006.

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10. GENERAL CONDITIONS

10.PLANNING. 21 MAP - GEO01756 (cont.) RECOMMND

"Response to Riverside County Comments, Tentative Tract 33743, Patton Avenue (Newport Road), Winchester Area, Riverside County, California", dated March 27, 2007.

These reports are herein incorporated as a part of GEO No. 1756.

GEO No. 1756 concluded:

1.The nearest active fault to the site is the San Jacinto Fault Zone located about 16.5 kilometers northeast of the site. The maximum credible earthquake on this fault is estimated to be 7.2 Mw.

2.The design peak ground acceleration is estimated to be .38g.

3.There is a potential for liquefaction at the site.

4.The geotechnical consultant determined that total anticipated liquefaction-induced settlement will be 3.85 inched with a differential settlement of 1.9 inches.

GEO No 1756 recommended:

1.The UBC seismic design coefficients presented in section 5.2 of the report should be used for the design of onsite structures.

2.The consultant has recommended that a 6-12 foot thick mat of compacted fill will reduce the settlement to approximately 1 inch over a span of 40 feet, and that this fill mat will mitigate the potential effects of liquefaction.

GEO No. 1756 satisfies the requirement for a Geologic/Seismic Study for Planning /CEQA purposes. GEO No. 1756 is hereby accepted for Planning purposes. This approval is not intended, and should not be misconstrued as approval for grading permit. Engineering and other building code parameters will be reviewed and additional comments and/or conditions may be imposed by the Building and Safety Department upon application for grading and/or building permits.

10. GENERAL CONDITIONS

10.PLANNING. 21 MAP - GEO01756 (cont.) (cont.) RECOMMND

An environmental constraints sheet (ECS) shall be prepared relative to the liquefaction potential at this site as described elsewhere in this conditions set.

10.PLANNING. 22 SP - LANDSCAPING PLANS RECOMMND

All landscaping plans shall be prepared in accordance with Ordinance No. 859 (as adopted and any amendments thereto), the Riverside County Guide to California Landscaping, and Ordinance No. 348, Section 18.12.

10.PLANNING. 24 USE - LANDSCAPING REVIEW/COMPL RECOMMND

All landscaping plans shall be prepared in accordance with Ordinance 859 (as adopted and any amendments thereto), the Riverside County Guide to California Landscaping, and Ordinance 348, Section 18.12. Such plans shall be reviewed and approved by the Planning Department, the appropriate maintenance authority, and shall be in conformance with the PRELIMINARY LANDSCAPING plans.

10.PLANNING. 25 MAP - VIABLE LANDSCAPING RECOMMND

All plant materials within landscaped common areas shall be maintained in a viable growth condition throughout the life of this permit. To ensure that this occurs, the Planning Department shall require inspections in accordance with the Department's Milestone 90 condition entitled "MAP - LNDSCP/IRRIG INSTALL INS."

10.PLANNING. 26 PPA - WATER-EFFICIENT MODELS RECOMMND

All model homes shall comply with the water-efficient landscape requirements pursuant to Ordinance No. 348.3446, Article XIXf, the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 859 (as adopted and any amendments thereto).

10.PLANNING. 27 PPA - WATER-EFFICIENT SAMPLES RECOMMND

The seller shall provide home buyers with sample water-efficient landscape and irrigation plans, the current version of the Riverside County Guide to California Landscaping, and additional educational materials as approved by the Planning Department upon

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10. GENERAL CONDITIONS

10.PLANNING. 27 PPA - WATER-EFFICIENT SAMPLES (cont.) RECOMMND

the sale of each dwelling unit within the project. The plans shall include a key identifying the common names of the plants used in the landscaping.

10.PLANNING. 28 MAP- INADVERTANT ARCHAEO FIND RECOMMND

If during ground disturbance activities, significant cultural resources are discovered that were not assessed by the archaeological reports and/or enrionmental assessment conducted prior to project approval, the following procedures shall be followed. Significant cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the finds is determined to be of significance due to its sacred or cultural importance.

1. All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted until a meeting is convened between the developer, the archaeologist, the Native American Tribal respresentative and the Planning Director to discuss the significance of the find.

2. At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American Tribal representative and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

3. Grading or further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

TRANS DEPARTMENT

10.TRANS. 1 MAP - DRAINAGE 1 RECOMMND

The land divider shall protect downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing

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10. GENERAL CONDITIONS

10.TRANS. 1 MAP - DRAINAGE 1 (cont.) RECOMMND

a drainage easement. All drainage easements shall be shown on the final map and noted as follows: "Drainage Easement - no building, obstructions, or encroachments by landfills are allowed". The protection shall be as approved by the Transportation Department.

10.TRANS. 2 MAP - DRAINAGE 2 RECOMMND

The land divider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Transportation Department permits the use of streets for drainage purposes, the provisions of Article XI of Ordinance No. 460 will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, the subdivider shall provide adequate drainage facilities and/or appropriate easements as approved by the Transportation Department.

10.TRANS. 6 MAP - TS/EXEMPT RECOMMND

The Transportation Department has not required a traffic study for the subject project. It has been determined that the project is exempt from traffic study requirements.

10.TRANS. 7 MAP - STD INTRO 3(ORD 460/461) RECOMMND

With respect to the conditions of approval for the referenced tentative exhibit, the land divider shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the tentative map correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptablility may require the map to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

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10. GENERAL CONDITIONS

10.TRANS. 8 MAP - OFF-SITE PHASE RECOMMND

Should the applicant choose to phase any portion of this project, said applicant shall provide off-site access roads to County maintained roads as approved by the Transportation Department.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 3 MAP - EXPIRATION DATE RECOMMND

The conditionally approved TENTATIVE MAP shall expire three (3) years after the County of Riverside Board of Supervisors original approval date, unless extended as provided by County Ordinance No. 460. Action on a minor change and/or revised map request shall not extend the time limits of the originally approved TENTATIVE MAP. A Land Management System (LMS) hold shall be placed on the TENTATIVE MAP, and a LMS hold shall be placed on any subsequent minor change or revised map, which shall be set to take effect on the expiration date. The LMS hold effective date shall be extended in accordance with any permitted extensions of time. The LMS hold shall be downgraded to a LMS notice upon recordation of the the first phase of the TENTATIVE MAP. The LMS hold or notice shall remain in effect until the recordation of the final phase of the TENTATIVE MAP. If the TENTATIVE MAP expires before the recordation of the final phase the LMS hold or notice shall remain in effect and no further FINAL MAP recordation shall be permitted.

40. PRIOR TO PHASING (UNITIZATION)

PLANNING DEPARTMENT

40.PLANNING. 1 MAP - PRELIM PHASE GRADING RECOMMND

Prior to the approval of an application for a division into units or phasing plan for the TENTATIVE MAP, a preliminary grading plan covering the entire TENTATIVE MAP shall be submitted to the County Planning Department for review and approval. The preliminary grading plan shall comply with the following:

A. Techniques which will be used to prevent erosion and sedimentation during and after the grading process shall be

40. PRIOR TO PHASING (UNITIZATION)

40.PLANNING. 1 MAP - PRELIM PHASE GRADING (cont.) RECOMMND

depicted or documented.

B. Approximate time frames for grading and areas which may be graded during the higher probability rain months of January through March shall be identified.

C. Preliminary pad and roadway elevations shall be depicted.

D. Areas where temporary grading occurs on any phase other than the one being graded for development at a particular time shall be identified.

The approved preliminary grading plan shall be provided to the Building and Safety Grading Division and shall be used as a guideline for subsequent detailed grading plans for individual units or phases of the TENTATIVE MAP.

40.PLANNING. 3 MAP - LOT ACCESS/UNIT PLANS RECOMMND

Any proposed division into units or phasing of the TENTATIVE MAP shall provide for adequate vehicular access to all lots in each unit or phase, and shall substantially conform to the intent and purpose of the land division approval. No approval for any number of units or phases is given by this TENTATIVE MAP and its conditions of approval, except as provided by Section 8.3 (Division into Units) of Ordinance No. 460.

50. PRIOR TO MAP RECORDATION

E HEALTH DEPARTMENT

50.E HEALTH. 1 MAP - WATER PLAN RECOMMND

A water system shall have plans and specifications approved by the water company and the Department of Environmental Health.

50.E HEALTH. 2 MAP - MONEY RECOMMND

Financial arrangements (securities posted) must be made for the water improvement plans and be approved by County Counsel.

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50. PRIOR TO MAP RECORDATION

50.E HEALTH. 3 MAP - SEWER PLAN - COUNTY RECOMMND

A sewer system shall have mylar plans and specifications as approved by the District, the County Survey Department and the Department of Environmental Health.

50.E HEALTH. 4 MAP - ANNEX FINALIZED RECOMMND

Annexation proceedings must be finalized with the applicable purveyor for sanitation service.

FIRE DEPARTMENT

50.FIRE. 1 MAP*-#88-ECS-AUTO/MAN GATES RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: Gate(s) shall be automatic or manual minimum 24 feet in width. Gate access shall be equipped with a rapid entry system. Plans shall be submitted to the Fire Department for approval prior to installation. Automatic/manual gate pins shall be rated with shear pin force, not to exceed 30' pounds. Automatic gates shall be equipped with emergency backup power. Gates activated by the rapid entry system shall remain open until closed by the rapid entry system.

50.FIRE. 2 MAP-#46-WATER PLANS RECOMMND

The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.Hydraulic gradient analysis shall accompany all plans, should include any modeling information or infrastructure.

50.FIRE. 3 MAP-#53-ECS-WTR PRIOR/COMBUS RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.

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50. PRIOR TO MAP RECORDATION

50.FIRE. 4 MAP*-#70-ECS-ADDRESS RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: The address will be clearly visible from public roadway. A permanent monument will be provided for the address. Block, brick, or rock stand no less than 3 feet in height and 1 foot in width. Address numbers will be minimum 3 inch letter height, 3/8 inchstroke, reflectorized contrasting with the background colors of the sign.Contact Fire Department for Guide line.

FLOOD RI DEPARTMENT

50.FLOOD RI. 2 MAP SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, final map, environmental constraint sheet, BMP improvement plans, and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

50.FLOOD RI. 3 MAP ONSITE EASE ON FINAL MAP RECOMMND

Onsite drainage facilities located outside of road right of way shall be contained within drainage easements shown on the final map. A note shall be added to the final map stating, "Drainage easements shall be kept free of buildings and obstructions".

50.FLOOD RI. 4 MAP OFFSITE EASE OR REDESIGN RECOMMND

Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to recordation of the final map. If the developer cannot obtain such rights, the map should be redesigned to eliminate the need for the easement.

50.FLOOD RI. 5 MAP WRITTEN PERM FOR GRADING RECOMMND

Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the tract boundaries. A copy of the written authorization shall be submitted to

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50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 5 MAP WRITTEN PERM FOR GRADING (cont.) RECOMMND

the District for review and approval.

50.FLOOD RI. 6 MAP ENCROACHMENT PERMIT REQ RECOMMND

An encroachment permit shall be obtained for any work within the District right of way or with District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

50.FLOOD RI. 7 MAP 3 ITEMS TO ACCEPT FACILITY RECOMMND

Inspection and maintenance of the flood control facility/ies to be constructed with this tract must be performed by either the County Transportation Department or the Flood Control District. The engineer (owner) must request in writing that one of these agencies accept the proposed system. The request shall note the project number, location, briefly describe the system (sizes and lengths) and include an exhibit that shows the proposed alignment. The request to the District shall be addressed to the General Manager-Chief Engineer, Attn: Chief of the Planning Division.

If the District is willing to maintain the proposed facility three items must be accomplished prior to recordation of the final map or starting construction of the drainage facility: 1) the developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District; 2) an agreement with the District and any maintenance partners must be executed which establishes the terms and conditions of inspection, operation and maintenance; and 3) plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement. An application to draw up an agreement must be submitted to the attention of the District's Administrative Services Section. All right of way transfer issues must be coordinated with the District's Right of Way Section.

The engineer/developer will need to submit proof of flood control facility bonds and a certificate of insurance to the District's Inspection section before a pre-construction meeting can be scheduled.

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50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 8 MAP ADP FEES RECOMMND

A notice of drainage fees shall be placed on the environmental constraint sheet and final map. The exact wording of the note shall be as follows:

NOTICE OF DRAINAGE FEES

Notice is hereby given that this property is located in the Salt Creek Channel, Winchester/North Hemet Area Drainage Plan which was adopted by the Board of Supervisors of the County of Riverside pursuant to Section 10.25 of Ordinance 460 and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area.

Notice is further given that, pursuant to Section 10.25 of Ordinance 460, payment of the drainage fees shall be paid with cashier's check or money order only to the Riverside County Flood Control and Water Conservation District at the time of issuance of the grading or building permit for said parcels, whichever occurs first, and that the owner of each parcel, at the time of issuance of either the grading or building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

50.FLOOD RI. 9 MAP SUBMIT FINAL WQMP RECOMMND

A copy of the project specific WQMP shall be submitted to the District for review and approval.

PLANNING DEPARTMENT

50.PLANNING. 3 PRJ - SP FINAL ZONING MAP RECOMMND

PRIOR TO MAP RECORDATION, the planning area for which this land division application is located must be legally defined. Any of the following procedures may be used in order to legally define this planning area:

1. The project proponent has processed a FINAL CHANGE OF ZONE MAP concurrent with the SPECIFIC PLAN which legally defined this planning area.
2. The project proponent shall file a change of zone with this land division application along with a legal description defining the boundaries of the planning area affected by this land division application. The applicant will not be changing the allowed uses or

50. PRIOR TO MAP RECORDATION

50.PLANNING. 3 PRJ - SP FINAL ZONING MAP (cont.) RECOMMND

standards in the existing zone but will merely be providing an accurate legal description of the affected planning area. This change of zone shall be approved and adopted by the Board of Supervisors.

This condition implements condition 30.PLANNING.19 of the SPECIFIC PLAN.

50.PLANNING. 4 PRJ - SP COMMON AREA MAIN RECOMMND

PRIOR TO MAP RECORDATION, the following procedures for common area maintenance procedures shall be complied with:

a. A permanent master maintenance organization shall be established for the specific plan area, to assume ownership and maintenance responsibility for all common recreation, open space, circulation systems and landscaped areas. The organization may be public or private. Merger with an area-wide or regional organization shall satisfy this condition provided that such organization is legally and financially capable of assuming the responsibilities for ownership and maintenance. If the organization is a private association then neighborhood associations shall be established for each residential development, where required, and such associations may assume ownership and maintenance responsibility for neighborhood common areas.

b. Unless otherwise provided for in these conditions of approval, common open areas shall be conveyed to the maintenance organization as implementing development is approved or any subdivision as recorded.

c. The maintenance organization shall be established prior to or concurrent with the recordation of the first land division.

d. The common areas to be maintained by the master maintenance organization shall include, but not be limited to, the park areas, expanded parkways, trails, and water quality features.

This condition implements condition 30.PLANNING.20 of the SPECIFIC PLAN.

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50. PRIOR TO MAP RECORDATION

50.PLANNING. 6 PRJ - SP CC&R PRI COMN AREA RECOMMND

PRIOR TO MAP RECORDATION if the permanent master maintenance organization referenced in the condition entitled "SP - Common Area Maintenance" is a private organization:

"The applicant shall notify the Planning Department that the following documents shall be submitted to the Office of County Counsel and submit said documents for review along with the current fee, which shall be subject to County Counsel approval:

1. A cover letter identifying the project for which approval is sought;

2. A signed and notarized declaration of covenants, conditions and restrictions;

3. A sample document, conveying title to the purchaser of an individual lot or unit, which provides that the declaration of covenants, conditions and restrictions is incorporated therein by reference; and,

4. A deposit equaling three (3) hours of the current hourly fee for Review if Covenants, Conditions and Restrictions established pursuant to County Ordinance No. 671 at the time the above referenced documents are submitted for County Counsel review.

The declaration of covenants, conditions and restrictions submitted for review shall a) provide for a minimum term of 60 years, b) provide for the establishment of a property owners' association comprised of the owners of each individual lot or unit as tenants in common, c) provide for ownership of the common area by either the property owners' association or the owners of each individual lot or unit as tenants in common, and (d) contain the following provisions verbatim:

"Notwithstanding, any provision in this Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall manage and continuously maintain the 'common area', more particularly described on the TENTATIVE MAP, attached hereto, and shall not sell or transfer the 'common area' or any part thereof, absent the prior written consent of

50. PRIOR TO MAP RECORDATION

50.PLANNING. 6 PRJ - SP CC&R PRI COMN AREA (cont.) RECOMMND

the Planning Director of the County of Riverside or the County's successor-in-interest.

The property owners' association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such 'common area' and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage or maintenance of the 'common area' established pursuant to this Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

Once approved by the Office of County Counsel, the declaration of covenants, conditions and restrictions shall be recorded the Planning Department with one copy retained for the case file, and one copy provided to the County Transportation Department - Survey Division."

This condition implements condition 30.PLANNING.21 of the SPECIFIC PLAN.

50.PLANNING. 7 MAP - PREPARE A FINAL MAP RECOMMND

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

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50. PRIOR TO MAP RECORDATION

50.PLANNING. 8 MAP - FINAL MAP PREPARER RECOMMND

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

50.PLANNING. 9 MAP - SURVEYOR CHECK LIST RECOMMND

The County Transportation Department - Survey Division shall review any FINAL MAP and ensure compliance with the following:

A. All lots on the FINAL MAP shall be in substantial conformance with the approved TENTATIVE MAP relative to size and configuration.

B. All lots on the FINAL MAP shall have a minimum lot size of 7,200 square feet net.

C. All lot sizes and dimensions on the FINAL MAP shall be in conformance with the development standards of the SP zone, and with the Riverside County Integrated Project (RCIP).

D. All lots on the FINAL MAP shall comply with the length to width ratios, as established by Section 3.8.C. of County Ordinance No. 460.

E. All knuckle or cul-de-sac lots shall have a minimum of 35 feet of frontage measured at the front lot line.

50.PLANNING. 10 MAP - REQUIRED APPLICATIONS RECOMMND

No FINAL MAP shall record until Specific Plan No. 293, Amendment No. 5 and Change of Zone No. 7461 have been approved and adopted by the Board of Supervisors and has been made effective. This land division shall conform with the development standards of the designation and/or zone ultimately applied to the property.

50.PLANNING. 12 MAP - ANNEX TO PARK DISTRICT RECOMMND

The land divider shall submit written proof to the County Planning Department - Development Review Division that the subject property has been annexed to Valleywide Recreation and Parks District.

This condition implements condition 30.PLANNING.17 of the SPECIFIC PLAN.

50. PRIOR TO MAP RECORDATION

50.PLANNING. 13 MAP - QUIMBY FEES (1) RECOMMND

The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the Valleywide Recreation and Parks District which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.

50.PLANNING. 17 MAP - ECS SHALL BE PREPARED RECOMMND

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2. E. & F. of County Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP.

50.PLANNING. 25 MAP - ECS NOTE MT PALOMAR LIGH RECOMMND

The following Environmental Constraints Note shall be placed on the ECS:

"This property is subject to lighting restrictions as required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655."

50.PLANNING. 34 MAP - FEE BALANCE RECOMMND

Prior to recordation, the Planning Department shall determine if the deposit based fees for the TENTATIVE MAP are in a negative balance. If so, any unpaid fees shall be paid by the land divider and/or the land divider's successor-in-interest.

50.PLANNING. 37 MAP - ECS LIQUEFACTION RECOMMND

An environmental constraints sheet (ECS) shall be prepared for this project. The ECS shall indicate the area of the project site that is subject to the potential hazard of liquefaction (may include entirety of site). In addition, a note shall be placed on the ECS as follows:

"This site, as delineated on this ECS map and as indicated in County Geologic Report (GEO) No. 1756, is subject to the potential hazard of liquefaction. Therefore, mitigation of

50. PRIOR TO MAP RECORDATION

50.PLANNING. 37 MAP - ECS LIQUEFACTION (cont.) RECOMMND

this hazard, in the form of remedial grading and/or structural design improvements, is required prior to placement of settlement sensitive structures on this site."

50.PLANNING. 38 MAP - INFRASTR. PARTICIPATION RECOMMND

Prior to map recordation, the Owner, Applicant, or their successors-in-interest shall provide verification with performance requirements for their fair share of CFD and Non-CFD infrastructure. Details of these performance requirements are detailed within the SPECIFIC PLAN (Section II, Page 37) Each Owner, Applicant, or their successors-in-interest plans to develop the Property as one or more separate development projects pursuant to the adopted Specific Plan 293 within the Winchester Ranch. While the Properties are to be included in Community Facilities Districts ("CFD") to be established by the County and authorized to fund certain infrastructure improvements and/or capital improvement fees through the levy of annual special taxes and issuance of bonds secured by such Special Taxes, the improvements to be financed pursuant to these Agreements for the Non-CFD Improvements will not be financed through a CFD. Non-CFD items include but are not limited to the following; sewer, water, reclaimed water, storm drain, utilities, streets, parks, right of way and fees as more specifically described within Specific Plan 293A5, Section II, Page 37, item number 3. The estimated cost of each CFD and Non-CFD Improvement shall be allocated among the Property Owners according to each individual Benefit Area for each set of Improvements. The costs will be established by the Programs Manager via agreed to cost allocations for each specific area and through Cost Sharing Agreements. Some or all of the Improvements are required for the proposed development of the Projects and deem it mutually beneficial for the efficient, reliable and timely completion of the Improvements to allocate responsibility for the design, permitting and construction of these Improvements among the Owners, to allocate the costs of both CFD and Non-CFD Improvements among the Owners and to require security for each Owner's funding obligation relating to said Improvements as more specifically described within Specific Plan 293A5, Section II, Page 37, item number 3. Those Properties that receive a direct benefit from said infrastructure within their individual benefit area and that are located within Specific Plan 293 shall meet the

50. PRIOR TO MAP RECORDATION

50.PLANNING. 38 MAP - INFRASTR. PARTICIPATION (cont.) RECOMMND

performance requirements stated herein.

This condition implements SPECIFIC PLAN condition 30.PLANNING.35

50.PLANNING. 39 MAP - PA 28B PARK AGREEMENT RECOMMND

Prior to map recordation, a Regional Building Permit-Park Fee Agreement for the 32.7 Acre Regional Park (PA28b) shall be required amongst the Property Owners within this Specific Plan 293 along with Valley-Wide Recreation and Parks District, and its assigns ("VWRPD") as more specifically described within Specific Plan 293A5, Section II, Page 38, item number 4.

This condition implements SPECIFIC PLAN condition 30.PLANNING.36

TRANS DEPARTMENT

50.TRANS. 1 MAP-NEWPORT EXT CFD MENIFEE-79 RECOMMND

Prior to the recordation of the final map, a Community Facilities District (CFD) or other funding mechanism acceptable to the Transportation Department shall be formed and ready to fund for the construction of the extension of Newport Road from Menifee Road to SR-79, as determined by the Transportation Department.

50.TRANS. 3 MAP - EXISTING MAINTAINED RECOMMND

Domenigoni Parkway [Newport Road] along Tract boundary is a paved County maintained road and shall be improved with concrete curb-and-gutter located 55 feet from centerline and match up asphalt concrete paving; reconstruction; or resurfacing of existing paving as determined by the Transportation Department within a 76 foot half-width dedicated right-of-way in accordance with County Draft Standard No. 91. (55'/76')

50.TRANS. 4 MAP - IMP PLANS RECOMMND

Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the Riverside County

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50. PRIOR TO MAP RECORDATION

50.TRANS. 4 MAP - IMP PLANS (cont.) RECOMMND

Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County.

50.TRANS. 5 MAP - PART-WIDTH RECOMMND

Prairie Loop (Along the property frontage) shall be improved with 34 feet of asphalt concrete pavement within a 52 feet part-width dedicated right-of-way in accordance with County Draft Standard No. 103.

50.TRANS. 6 MAP - OFF-SITE INFO RECOMMND

The off-site rights-of-way required for said access road(s) shall be accepted to vest title in the name of the public if not already accepted.

50.TRANS. 9 MAP - EASEMENT RECOMMND

Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.

50.TRANS. 10 MAP - ACCESS RESTRICTION RECOMMND

Lot access shall be restricted on Newport Road/Domenigoni Parway and so noted on the final map.

50.TRANS. 11 MAP - STRIPING PLAN RECOMMND

A signing and striping plan is required for this project. The applicant shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer.

50.TRANS. 12 MAP - STREET NAME SIGN RECOMMND

The land divider shall install street name sign(s) in accordance with County Standard No. 816 as directed by the Transportation Department.

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50. PRIOR TO MAP RECORDATION

50.TRANS. 15 MAP - LANDSCAPING RECOMMND

The project proponent shall comply in accordance with landscaping requirements within public road rights-of-way, in accordance with Ordinance 461. Landscaping shall be improved within Newport Road/Domenigoni Parkway. Landscaping plans shall be submitted on standard County Plan sheet format (24' X 36"). Landscaping plans shall be submitted with the street improvement plans. If landscaping maintenance to be annexed to County Service Area, or Landscaping and Lighting Maintenance District, landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public road rights-of-way.

50.TRANS. 17 MAP - SOILS 2 RECOMMND

The developer/owner shall submit a preliminary soils and pavement investigation report addressing the construction requirements within the road right-of-way.

50.TRANS. 18 MAP - INTERSECTION/50' TANGENT RECOMMND

All centerline intersections shall be at 90 degrees, plus or minus 5 degrees, with a minimum 50' tangent, measured from flowline/curbface or as approved by the Transportation Planning and Development Review Division Engineer.

50.TRANS. 19 MAP - OFF-SITE ACCESS 1 RECOMMND

The landowner/developer shall provide/acquire sufficient public off-site rights-of-way to provide for paved access road to a paved and maintained road. Said access road shall be constructed in accordance with County Draft Standard No. 106. (32'/60') at a grade and alignment as approved by the Transportation Department. Should the applicant fail to provide/acquire said off-site right-of-way, the map shall be returned for redesign. The applicant shall provide the appropriate environmental clearances for said off-site improvements prior to recordation or the signature of any street improvement plans.

Said off-site access road shall be the easterly and westerly extensions of Prairie Loop to Newport Road

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50. PRIOR TO MAP RECORDATION

50.TRANS. 21 MAP - STREET SWEEPING RECOMMND

The project proponent shall contact the County Service Area (CSA) Project Manager to file an application for annexation or inclusion into CSA for street sweeping; or enter into a similar mechanism as approved by the Transportation Department.

50.TRANS. 22 MAP - STREETLIGHT PLAN RECOMMND

A separate street light plan is required for this project.

Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within Imperial Irrigation District (IID) use IID's pole standard.

50.TRANS. 23 MAP - STREET LIGHTS-CSA/L&LMD RECOMMND

The project proponent shall contact the County Service Area (CSA) Project Manager who determines whether the development is within an existing CSA or will require annexation into the CSA.

If the project is outside boundaries of a CSA, the project proponent shall contact the Transportation Department L&LMD 89-1-C Administrator and submit the following:

1. Completed Transportation Department application

2. Appropriate fees for annexation.

3. (2)Sets of street lighting plans approved by Transportation Department.

4. "Streetlight Authorization" form from SCE, IID or other electric provider.

50.TRANS. 25 MAP - LANDSCAPING APP. ANNEX RECOMMND

Landscaping within public road rights-of-way shall comply with Transportation Department standards and require approval by the Transportation Department. Assurance of continuing maintenance is required by filing an application for annexation into a County Service Area, Landscaping and Lighting Maintenance District NO. 89-1-Consolidated and/or

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50. PRIOR TO MAP RECORDATION

50.TRANS. 25 MAP - LANDSCAPING APP. ANNEX (cont.) RECOMMND

Assessment District.

50.TRANS. 28 MAP - R & B B D RECOMMND

Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone E of the Menifee Valley Road and Bridge Benefit District. Should the project proponent choose to defer the time of payment, a written request shall be submitted to the County, deferring said payment to the time of issuance of a building permit. Fees which are deferred shall be based upon the fee schedule in effect at the time of issuance of the permit.

50.TRANS. 32 MAP- CORNER CUT-BACK I RECOMMND

All corner cutbacks shall be applied per Standard 805, Ordinance 461, except for corners at Entry streets intersecting with General Plan roads, they shall be applied per Exhibit 'C' of the Countywide Design Guidelines.

50.TRANS. 39 MAP- UTILITY PLAN RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

60. PRIOR TO GRADING PRMT ISSUANCE

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60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 MAP-G2.1 GRADING BONDS RECOMMND

Grading in excess of 199 cubic yards will require performance security to be posted with the Building and Safety Department. Single Family Dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

60.BS GRADE. 3 MAP-G2.4GEOTECH/SOILS RPTS RECOMMND

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.*

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

60.BS GRADE. 4 MAP-G2.7DRNAGE DESIGN Q100 RECOMMND

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (Water Quality Management Plan) required by Riverside County Flood Control and Water Conservation District.

60.BS GRADE. 7 MAP-G2.14OFFSITE GDG ONUS RECOMMND

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions

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60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 7 MAP-G2.14OFFSITE GDG ONUS (cont.) RECOMMND

necessary to perform the grading herein proposed.

60.BS GRADE. 12 MAP-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

60.BS GRADE. 13 MAP IMPORT/EXPORT RECOMMND

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety department. If an Environmental Assessment, prior to issuing a grading permit, did not previously approve either location, a Grading Environmental Assessment shall be submitted to the Planning Director and the Environmental Programs Director for review and comment and to the Building and Safety Department Director for approval. Additionally, if the movement of import/export occurs using county roads, review and approval of the haul routes by the Transportation Department will be required.

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60. PRIOR TO GRADING PRMT ISSUANCE

EPD DEPARTMENT

60.EPD. 1 EPD - 30 DAY BURROWING OWL SUR RECOMMND

Pursuant to Objective 6 and Objective 7 of the Species Account for the Burrowing Owl included in the Western Riverside County Multiple Species Habitat Conservation Plan, within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted by a qualified biologist and the results of this presence/absence survey shall be provided in writing to the Environmental Programs Department. If it is determined that the project site is occupied by the Burrowing Owl, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the Burrowing Owl is present, relocation outside of the nesting season (March 1 through August 31) by a qualified biologist shall be required. The County Biologist shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites. Occupation of this species on the project site may result in the need to revise grading plans so that take of "active" nests is avoided or alternatively, a grading permit may be issued once the species has been actively relocated.

FLOOD RI DEPARTMENT

60.FLOOD RI. 2 MAP SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

60.FLOOD RI. 3 MAP EROS CNTRL AFTER RGH GRAD RECOMMND

Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted

60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 3 MAP EROS CNTRL AFTER RGH GRAD (cont.) RECOMMND

to the District for review.

60.FLOOD RI. 4 MAP OFFSITE EASE OR REDESIGN RECOMMND

Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to recordation of the final map. If the developer cannot obtain such rights, the map should be redesigned to eliminate the need for the easement.

60.FLOOD RI. 5 MAP ENCROACHMENT PERMIT REQ RECOMMND

An encroachment permit shall be obtained for any work within the District right of way or with District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

60.FLOOD RI. 6 MAP PHASING RECOMMND

If the tract is built in phases, each phase shall be protected from the 1 in 100 year tributary storm flows.

60.FLOOD RI. 7 MAP ADP FEES RECOMMND

Tract 33743 is located within the limits of the Salt Creek Channel, Winchester/North Hemet Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

60.FLOOD RI. 8 MAP SUBMIT FINAL WQMP RECOMMND

A copy of the project specific WQMP shall be submitted to the District for review and approval.

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60. PRIOR TO GRADING PRMT ISSUANCE

PLANNING DEPARTMENT

60.PLANNING. 1 PRJ - SP ARCHAEO M/M PROGRAM RECOMMND

Prior to the approval of any land division or development permit (use permit, plot plan, etc.), a condiiton of approval shall be applied to the land division or development permit to ensure that the unique archaeologic resources identified in the Cultural Resources Report prepared as part of this Specific Plan's environmental documentation have been adequately addressed. The condition shall read as follows: Prior to the issuance of grading permits, a qualified archaeologist shall be retained by the land divider for consultation and comment on the proposed grading with respect to potential impacts to unique archaeological resources. Should the archaeologist, after consultation with the appropriate Native American tribe, find the potential is high for impact to unique archaeological resources (cultural resources and sacred sites), a pre-grading meeting between the archaeologist, a Native American observer, and the excavation and grading contractor shall take place. During grading operations, when deemed necessary in the professional opinion of the retained archaeologist (and/or as determined by the Planning Director), the archaeologist, the archaeologist's on-site representative(s) and the Native American Observer shall actively monitor all project related grading and construction and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of unique archaeological resources. Prior to the issuance of grading permits, the NAME, ADDRESS and TELEPHONE NUMBER of the retained archaeologist shall be submitted to the Planning Department and the B&S Grading Division. If the retained archaeologist, after consultation with the appropriate Native American tribe, finds no potential for impacts to unique archaeological resources, a letter shall be submitted to the Planning Department certifying this finding by the retained qualified archaeologist.

This condition implements condition 30.PLANNING.33 of the SPECIFIC PLAN.

60.PLANNING. 2 PRJ - SP PALEON M/M PROGRAM RECOMMND

PRIOR TO THE ISSUANCE OF GRADING PERMITS, the project applicant shall enter into an agreement with a qualified paleontologist. This agreement shall include, but not be

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60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 2 PRJ - SP PALEON M/M PROGRAM (cont.) RECOMMND

limited to, the preliminary mitigation and monitoring procedures to be implemented during the process of grading. A copy of said agreement shall be submitted to the Planning Department. No grading permits will be issued unless the preliminary mitigation and monitoring procedures as described in the EIR are substantially complied with.

This condition implements condition 30.PLANNING.24 of the SPECIFIC PLAN.

60.PLANNING. 6 PRJ - SP SKR FEE CONDITION RECOMMND

PRIOR TO THE ISSAUNCE OF GRADING PERMITS, whichever comes first, the applicant shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 5.61 acres (gross) in accordance with TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

This condition implements 30.PLANNING.28 of the SPECIFIC PLAN.

60.PLANNING. 18 MAP - FEE BALANCE RECOMMND

Prior to issuance of grading permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

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60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 19 MAP - GRADING PLAN REVIEW RECOMMND

The land divider/permit holder shall cause a plan check application for a grading plan to be submitted to the ounty T.L.M.A - Land Use Division for review by the County Department of Building and Safety - Grading Division. Said grading plan shall be in conformance with the approved tentative map, in ompliance with County Ordinance No. 457, and the conditions of approval for the tentative map.

60.PLANNING. 20 MAP- NATIVE AM. MONITORING RECOMMND

Tribal monitor(s) from the appropriate Native American Tribe(s) shall be required on-site during all ground disturbing activities, including grading, stockpiling of materials, engineered fill, rock crushing, etc. The land divider/permit holder shall retain a qualified tribal monitor from the

Pechanga Tribe will monitor ground disturbance activities. Prior to issuance of a grading permit, the developer shall submit a copy of a signed contract between the above mentioned Tribe and the land divider/permit holder for the monitoring of the project, and which addresses the treatment of cultural resources, to the Planning Department and to the Department of Building and Safety. The Native American Monitor(s) shall have the authority to temporarily divert, redirect or halt the ground disturbance activities to allow recovery of cultural resources.

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1 MAP-G3.1NO B/PMT W/O G/PMT RECOMMND

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Divisin of the Building and Safety Department.

FIRE DEPARTMENT

80.FIRE. 1 MAP-#50C-TRACT WATER VERIFICA RECOMMND

The required water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Riverside County Fire Department prior to

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80. PRIOR TO BLDG PRMT ISSUANCE

80.FIRE. 1 MAP-#50C-TRACT WATER VERIFICA (cont.) RECOMMND

any combustible building material placed on an individual lot. Contact the Riverside County Fire Department to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved water plans must be a the job site.

FLOOD RI DEPARTMENT

80.FLOOD RI. 2 MAP SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans,BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of building permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

80.FLOOD RI. 3 MAP ADP FEES RECOMMND

Tract 33743 is located within the limits of the Salt Creek Channel, Winchester/North Hemet Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

80.FLOOD RI. 4 MAP SUBMIT FINAL WQMP RECOMMND

A copy of the project specific WQMP shall be submitted to the District for review and approval.

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80. PRIOR TO BLDG PRMT ISSUANCE

PLANNING DEPARTMENT

80.PLANNING. 2 PRJ - SCHOOL MITIGATION RECOMMND

PRIOR TO BUILDING PERMITS, impacts to the Hemet Unified School District shall be mitigated in accordance with state law

This condition implements condition 30.PLANNING.31 of the SPECIFIC PLAN.

80.PLANNING. 4 MAP - ROOF MOUNTED EQUIPMENT RECOMMND

Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

80.PLANNING. 5 MAP - FRONT YARD LANDSCAPING RECOMMND

All front yards shall be provided with landscaping and automatic irrigation, as defined by County Ordinance No. 348.

80.PLANNING. 6 MAP - UNDERGROUND UTILITIES RECOMMND

All utility extensions within a lot shall be placed underground.

80.PLANNING. 9 MAP - ELEVATION RECOMMND

Elevations shall substantially conform to APPROVED EXHIBIT B.

80.PLANNING. 10 MAP - COLOR SCHEME RECOMMND

Colors/materials shall conform substantially to those shown on APPROVED EXHIBIT B.

80.PLANNING. 11 MAP - PARKING SPACES RECOMMND

159 parking spaces (114, garage, 45 standard) are required in accordance with County Ordinance No. 348. 11 parking areas and driveways shall be surfaced with asphaltic concrete to current standards as approved by the Riverside County Department of Building and Safety.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 12 MAP - CONFORM FINAL SITE PLAN RECOMMND

Final clearance shall be obtained from the County Planning Department - Development Review Division stipulating that the building plans submitted conform to the approved Final Plan of Development.

80.PLANNING. 15 MAP - ACOUSTICAL STUDY RECOMMND

The land divider/permit holder shall cause an acoustical study to be performed by an acoustical engineer to establish appropriate mitigation measures that shall be applied to individual dwelling units within the subdivision to reduce the irst and second story ambient interior and exterior levels to 45 Ldn and 65 Ldn, respectively. The study shall be submitted, along with the appropriate fee, to the County Environmental Health Department - Industrial Hygiene Division for review and approval. The approved mitigation measures, if any, shall be forwarded from the nvironmental Health Department to the County Department of Building and Safety and the County Planning Department for implementation into the final building plans.

This condition implements condition 30.PLANNING.6 of the SPECIFIC PLAN.

80.PLANNING. 17 MAP - SUBMIT BUILDING PLANS RECOMMND

The land divider/permit holder shall cause building plans to be submitted to the TLMA - Land Use Division for review by the County Department of Building and Safety - Plan Check Division. Said plans shall be in conformance with the TENTATIVE MAP.

80.PLANNING. 18 MAP - FEE BALANCE RECOMMND

Prior to issuance of building permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

80.PLANNING. 20 MAP - FNL SITE DEV PLOT PLAN RECOMMND

A plot plan application shall be submitted to the County Planning Department pursuant to Section 18.30.a.(1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 20 MAP - FNL SITE DEV PLOT PLAN (cont.) RECOMMND

Department), along with the current fee.

Subdivision development shall conform to the approved plot plan and shall conform to the Countywide Design Standards and Guidelines and Specific Plan Design Guidelines.

The plot plan shall be approved by the Planning Director prior to issuance of building permits for lots included within that plot plan.

The plot plan shall contain the following elements:

1. A final site plan (40' scale precise grading plan) showing all lots, building footprints, setbacks, mechanical equipment and model assignments on individual lots.

2. Each model floor plan and elevations (all sides).

3. Six (6) sets of photographic or color laser prints (8" x 10") of the sample board and colored elevations shall be submitted for permanent filing and agency distribution after the Planning Department has reviewed and approved the sample board and colored elevations in accordance with the approved Design Manual and other applicable standards. All writing must be legible. Six (6) matrix sheets showing structure colors and texture schemes shall be submitted.

NOTE: The requirements of this plot plan may be incorporated with any minor plot plan required by this subdivision's conditions of approval. However, this FINAL SITE DEVELOPENT plot plan conditon of approval shall be cleared individually.

80.PLANNING. 22 MAP - WALLS/FENCING PLOT PLAN RECOMMND

The land divider/permit holder shall file seven (7) sets of a Wall/Fencing Plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 22 MAP - WALLS/FENCING PLOT PLAN (cont.) RECOMMND

current fee. The plan shall be in compliance with Section 18.12, and the TENTATIVE MAP conditions of approval.

1. The plan shall show all project fencing including, but not limited to, perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical frontal view of all fences shall be shown on the fencing plan.

2. All utility service areas and enclosures shall be screened from view with landscaping or decorative barriers or baffle treatments, as approved by the Planning Department.

3. An eight foot (8') decorative block wall is required along Newport Road. The block wall shall be adequately screened from view with landscaping.

4. A combination four foot (4') high block wall and view fence is required along Prairie Loop.

5. The proposed walls shall be consistent with the recommendations of the project acoustic study.

NOTE: The requirements of this plot plan may be incorprorated with any minor plot plan required by the conditions of approval for this subdivision. However, this WALL/FENCING PLAN condition of approval shall be cleared individually.

80.PLANNING. 23 MAP - ENTRY MONUMENT PLOT PLAN RECOMMND

The land divider/permit holder shall file four (4) sets of an Entry Monument and Gate plot plan to the County Planning Department for review and approval. Said plan shall be submitted to the Department in the form of a plot plan application pursuant to County Ordinance No. 348, Section 18.30.a.(1) (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee. The plan shall be in compliance with Section 18.12, and the TENTATIVE MAP conditions of approval.

The plot plan shall contain the following elements:

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 23 MAP - ENTRY MONUMENT PLOT PLAN (cont.) RECOMMND

1. A color photosimulation of a frontal view of all/the entry monument(s) and gate(s) with landscaping.

2. A plot plan of the entry monuments) and/or gate(s) with landscaping drawn to an engineer's scale. If lighting is planned, the location of lights, their intended direction, and proposed power shall be indicated.

3. An irrigation plan for the entry monument(s) and/or gate(s).

This condition implements condition 30.PLANNING.28 of the Specific Plan.

NOTE: The requirements of this plot plan may be incorprorated with any minor plot plan required by the conditions of approval for this subdivision. However, this ENTRY MONUMENT nd GATES PLAN condition of approval shall be clearecd individually.

80.PLANNING. 24 MAP - MODEL HOME COMPLEX RECOMMND

A plot plan application shall be submitted to the County Planning Department pursuant to Section 18.30.a.(1) of County Ordinance No. 348 (Plot Plans not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the Planning Department), along with the current fee.

The Model Home Complex plot plan shall contain the following elements:

1. An engineer's scaled plan showing the model home lots, lot numbers, tract number, and north arrow.

2. Show front, side and rear yard setbacks.

3. Provide two dementioned off street parking spaces per model and one parking space for office use. The plan must have one accessible parking space.

4. Show detailed fencing plan including height and location.

5. Show typical model tour sign locations and elevation.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 24 MAP - MODEL HOME COMPLEX (cont.) RECOMMND

6. Six (6) sets of photographic or color laser prints (8" X 10") of the sample board and colored elevations shall be submitted for permaanent filing and agency distribution after the Plannning Department has reviewed and approved the sample board and colored elevations in accordance with the approved Design Manual and other applicable standards. All writing must be legible. Six (6) matrix sheets showing structure colors and texture schemes shall be submitted.

7. Provide a Model Home Complex landscape and irrigation plan.

NOTES: The Model Home Complex plot plan shall not be approved without Final Site Development Plan approval, or concurrent approval of both. See the Planning Department Model Home Complex application for detailed requirements.

The requirements of this plot plan may be incorporated with any minor plot plan required by the subdivision's conditions of approval. However, this MODEL HOME COMPLEX condition of approval shall be cleared individually.

80.PLANNING. 25 MAP - BUILDING SEPARATION 2 RECOMMND

Building separation between all buildings shall not be less than ten (10) feet. Additional encroachments are only allowed as permitted by County Ordinance No. 348.

80.PLANNING. 26 MAP - LANDSCAPING SECURITIES RECOMMND

Performance securities, in amounts to be determined by the Director of Building and Safety to guarantee the installation of plantings, irrigation system, walls and/or fences, in accordance with the approved plan, shall be filed with the Department of Building and Safety. Securities may require review by County Counsel and other staff. Permit holder is encouraged to allow adequate time to ensure that securities are in place. The performance security may be released one year after structural final, inspection report, and the One-Year Post Establishment report confirms that the planting and irrigation components have been adequately installed and maintained. A cash security shall be required when the estimated cost is $2,500.00 or less.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 27 MAP - LNDSCPE INSPECTION DEPOS RECOMMND

Prior to issuance of building permits, the permit holder shall open a Landscape DBF case and deposit the prevailing DBF amount to cover the Six Month and One Year Landscape Inspections. In the event that no Landscape DBF case type is available through the County, then the applicant shall open and deposit sufficient funds into an HR case type at the current prevailing, Board adopted, hourly rate. The amount of hours for the Six Month and One Year Landscape Inspections will be determined by the County Planning Department's Landscape personnel prior to approval of the requisite Minor Plot Plan for Planting and Irrigation.

80.PLANNING. 36 MAP - FRONT YARD LANDSCAPING RECOMMND

All front yards shall be provided with landscaping and automatic irrigation as defined by County Ordinance No. 348. Landscaping and Irrigation shall comply with the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts.

80.PLANNING. 37 MAP - PARKING/LANDSCAPING PLAN RECOMMND

Prior to issuance of building permits, seven (7) copies of a Shading, Parking, Landscaping, and Irrigation Plan shall be submitted to and approved by the Planning Department. The location, number, genus, species, and container size of plants shall be shown. Plans shall meet all requirements of the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 348, Sections 18.12, and 19.300 through 19.304 and as specified herein, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts. The irrigation plan shall include a smart controller which is capable of adjusting watering schedule based on weather data. In addition, the plan will incorporate the use of in-line check valves, or sprinkler heads containing check valves to prohibit low head drainage.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

80. PRIOR TO BLDG PRMT ISSUANCE

TRANS DEPARTMENT

80.TRANS. 3 MAP - GARAGE DOOR 1 RECOMMND

Garage door setbacks for all residential zones shall be 20 feet for roll up doors, measured from the street right-of-way to the face of garage. If conventional swing out doors are used, an additional 4 feet will be required. Side entry garages shall comply with minimum building setback requirements.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 1 MAP-G4.1E-CL 4:1 OR STEEPER RECOMMND

Plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees as approved by the Building & Safety Department's Erosion Control Specialist.

90.BS GRADE. 2 MAP-G4.2 1/2"/FT/3FT MIN RECOMMND

Finish grade shall be sloped to provide proper drainage away from all exterior foundation walls. The slope shall be not less than one-half inch per foot for a distance of not less than 3 feet from any point of exterior foundation. Drainage swales shall not be less than 1 1/2 inches deeper than the adjacent finish grade at the foundation.

FIRE DEPARTMENT

90.FIRE. 1 MAP - VERIFICATION INSPECTION RECOMMND

PRIOR TO MOVING INTO THE RESIDENCE YOU SHALL CONTACT THE RIVERSIDE COUNTY FIRE DEPARTMENT TO SCHEDULE AN INSPECTION FOR THE ITEMS THAT WERE SHOWN AT THE BUILDING PERMIT ISSUANCE IE: ACCESS, ADDRESSING, WATER SYSTEM AND/OR FUEL MODIFICATION.

Riverside office (951)955-4777
Indio office (760)863-8886

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

90. PRIOR TO BLDG FINAL INSPECTION

90.FIRE. 2 PC-#12A-SPRINKLER SYSTEM RECOMMND

Install a complete Residential Fire Sprinkler System per NFPA 13R 1999 Edition.Sprinkler system(s) with pipe sizes n excess of 4" in diameter will require the Project Structural Engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and a minimum of 25 feet from the building(s). Sprinkler riser room must have indicating exterior and/or interior door signs. Plans must be submitted in triplicate with current fee to the Fire Department for review and approval prior to installation.
Permit number, name of business or project must be on the plans by the job site address. (current sprinkler deposit base fee is $307.00 per riser)

Applicant/developer shall be responsible to install a U.L. Central Station Monitored Fire Alarm System. Monitoring system shall monitor the fire sprinkler system(s) water flow, P.I.V.'s and all control valves. Plans must be submitted with current fee to the Fire Department for review and approval prior to installation. (contact Fire Department for guideline handout) (current monitoring deposit base fee is $192.00)

90.FIRE. 3 PC-#83-AUTO/MAN FIRE ALARM RECOMMND

Applicant/developer shall be responsible to install a manual and automatic Fire Alarm System. Plans must be submitted with current fee to the Fire Department for review and approval prior to installation. (contact Fire Department for guideline handout)

FLOOD RI DEPARTMENT

90.FLOOD RI. 2 MAP BMP - EDUCATION RECOMMND

The developer shall distribute environmental awareness education materials on general good housekeeping practices that contribute to protection of stormwater quality to all initial residents. The developer may obtain NPDES Public Educational Program materials from the District's NPDES Section by either the District's website www.floodcontrol.co.riverside.ca.us, e-mail

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

90. PRIOR TO BLDG FINAL INSPECTION

90.FLOOD RI. 2 MAP BMP - EDUCATION (cont.) RECOMMND

fcnpdes@co.riverside.ca.us, or the toll free number 1-800-506-2555. Please provide Project number, number of units and location of development. Note that there is a five-day minimum processing period requested for all orders.

The developer must provide to the District's PLAN CHECK Department a notarized affidavit stating that the distribution of educational materials to the tenants is assured prior to the issuance of occupancy permits.

90.FLOOD RI. 3 MAP IMPLEMENT WQMP RECOMMND

All structural BMPs described in the project-specific WQMP shall be constructed and installed in conformance with approved plans and specifications. It shall be demonstrated that the applicant is prepared to implement all non-structural BMPs described in the approved project specific WQMP and that copies of the approved project-specific WQMP are available for the future owners/occupants. The District will not release occupancy permits for any portion of the project exceeding 80% of the total recorded residential lots within the map or phase within the map prior to the completion of these tasks.

PLANNING DEPARTMENT

90.PLANNING. 1 MAP - BLOCK WALL ANTIGRAFFITI RECOMMND

The land divider/permit holder shall construct an eight (8) foot high decorative block wall along Newport Road and a minimum four (4) foot high decorative block wall along Prairie Loop. The required wall shall be subject to the approval of the County Department of Building and Safety. An anti-graffiti coating shall be provided on all block walls, and written verification from the developer shall be provided to both the TLMA - Land Use Division, and the Development Review Division. In addition to the anti-graffiti coating, one Desiduous and one Evergreen vine species shall be planted on the walls.

90.PLANNING. 5 MAP - LANDSCAPING COMPLIANCE RECOMMND

The land divider/permit holder's landscape architect or other state licensed party responsible for preparing the landscape and irrigation plans shall provide a Compliance

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 5 MAP - LANDSCAPING COMPLIANCE (cont.) RECOMMND

Letter to the County Planning Department and the County Department of Building and Safety stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans. The Compliance letter shall be submitted at least three (3) working days prior to final inspection of the structure or issuance of occupancy permit, whichever comes first.

90.PLANNING. 6 MAP - QUIMBY FEES (2) RECOMMND

The land divider/permit holder shall present certification to the Riverside County Planning Department that payment of parks and recreation fees and/or dedication of land for park use in accordance with Section 10.35 of County Ordinance No. 460 has taken place. Said certification shall be obtained from the Valleywide Recreation and Park District.

90.PLANNING. 7 MAP - CONCRETE DRIVEWAYS RECOMMND

The land divider/permit holder shall cause all driveways to be constructed of cement concrete.

90.PLANNING. 8 MAP - FENCING COMPLIANCE RECOMMND

Fencing shall be provided throughout the subdivision in accordance with the approved final site development plans.

90.PLANNING. 13 MAP - SKR FEE CONDITION RECOMMND

Prior to the issuance of a certificate of occupancy, or upon building permit final inspection, whichever comes first, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary, depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 5.61 acres (gross) in accordance with TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 13 MAP - SKR FEE CONDITION (cont.) RECOMMND

development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 15 MAP- ROLL-UP GARAGE DOORS RECOMMND

All residences shall have automatic roll-up garage doors.

90.PLANNING. 18 MAP - LNDSCP/IRRIG INSTALL INS RECOMMND

The permit holder's landscape architect responsible for preparing the Landscaping and Irrigation Plans shall arrange for an Installation Inspection with the Planning Department at least fifteen (15) working days prior to final Inspection of the structure or issuance of occupancy permit, whichever occurs first. Upon successful completion of the Installation Inspection and compliance with the Planning Department's Milestone 80 conditions entitled "MAP-LANDSCAPING SECURITIES and MAP- LNDSCPE INSPECTION DEPOS," both the County Planning Department's Landscape Inspector and the permit holder's landscape architect shall execute a Certificate of Completion that shall be submitted to the Planning Department and the Department of Building and Safety. Costs associated with the Installation Inspection will be charged to the respective building permit.

90.PLANNING. 19 MAP - SPECIMEN TREES REQUIRED RECOMMND

Landscaping plans shall incorporate the use of specimen (24" box or greater) canopy trees long streets and within the parking areas. All trees and shrubs shall be drawn to reflect the average specimen size at 15 years of age. All trees shall be double-staked and secured with non-wire ties.

90.PLANNING. 20 MAP - COMPLY W/ LNDSCP/IRRIG RECOMMND

All required landscape planting and irrigation shall have been installed in accordance with approved Landscaping, Irrigation, and Shading Plans, and the Riverside County

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 20 MAP - COMPLY W/ LNDSCP/IRRIG (cont.) RECOMMND

Guide to California Landscaping, and Ordinance No. 859 (as adopted and any amendments thereto) provided that said ordinance has been amended to address residential tracts. All landscape and irrigation components shall be in a condition acceptable to the Planning Department through the implementation of the Department's Milestone 90 condition entitled "MAP - LNDSCP/IRRIG INSTALL INS." The plants shall be healthy and free of weeds, disease or pests. The irrigation system shall be properly constructed and determined to be in good working order.

TRANS DEPARTMENT

90.TRANS. 1 MAP - 80% COMPLETION RECOMMND

Occupancy releases will not be issued to Building and Safety for any lot exceeding 80% of the total recorded residential lots within any map or phase of map prior to completion of the following improvements:

a) Primary and Alternate (secondary) access roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions.

b) Interior roads shall be completed and paved to finish grade according to the limits indicated in the improvement plans and as noted elsewhere in these conditions. All curbs, gutters, sidewalks and driveway approaches shall be installed.

c) Storm drains and flood control facilities shall be completed according to the improvement plans and as noted elsewhere in these conditions. Written confirmation of acceptance for use by the Flood Control District, if applicable, is required.

d) Water system, including fire hydrants, shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All water valves shall be raised to pavement finished grade. Written confirmation of acceptance from water purveyor is required.

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 1 MAP - 80% COMPLETION (cont.) RECOMMND

e) Sewer system shall be installed and operational, according to the improvement plans and as noted elsewhere in these conditions. All sewer manholes shall be raised to pavement finished grade. Written confirmation of acceptance from sewer purveyor is required.

f) Landscaping and irrigation, water and electrical systems shall be installed and operational in accordance with County Ordinance 461.

90.TRANS. 2 MAP - WRCOG TUMF RECOMMND

Prior to the issuance of an occupancy permit, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance, pursuant to Ordinance No. 824.

90.TRANS. 3 MAP - STREET SWEEPING RECOMMND

Street sweeping annexation or inclusion into CSA or similar mechanism as approved by the Transportation Department shall be completed.

90.TRANS. 4 MAP - STREET LIGHTS INSTALL RECOMMND

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinance 460 and 461. For projects within Imperial Irrigation District (IID) use (IID's) pole standard.

Street light annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the Developer to ensure that streetlights are energized along the streets of those lots where the Developer is seeking Building Final Inspection (Occupancy).

90.TRANS. 5 MAP - UTILITY INSTALL RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as

TRACT MAP Tract #: TR33743 Parcel: 461-280-011

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 5 MAP - UTILITY INSTALL (cont.) RECOMMND

approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

COMPREHENSIVE PROJECT REVIEW
INITIAL CASE TRANSMITTAL
RIVERSIDE COUNTY PLANNING DEPARTMENT - RIVERSIDE
P.O. Box 1409
Riverside, CA 92502-1409

DATE: January 9, 2006

RECEIVED
JAN 18 2006
FACILITIES/PLANNING

TO:

Transportation Dept.
Environmental Health Dept.
Flood Control District
Fire Department
Dept. of Building & Safety (Grading)
Co. Geologist
Commissioner Petty
Environmental Programs Department
P.D. Trails Coord. – J. Jolliffe
Supervisor Stone
Regional Parks and Open Space
Riverside Co. Waste Dept.
Riverside Co. Sheriff's Dept.
CSA #146
Riverside Transit Agency
Hemet Unified School District
GTE
Eastern Municipal Water District
Southern Ca Edison Company
Southern Ca Gas Company
CA Dept. of Fish and Game
US Fish and Wildlife Service
US Postal Service
Caltrans #8
Winchester Homeowner's Association
Santa Ana Regional WQCB
EIC

TENTATIVE TRACT MAP NO. 33743 - EA40493 – Applicant: D.R. Horton Continental Series – Engineer/Representative: Stantec Consulting Inc - Third Supervisorial District - Winchester Zoning Area - Harvest Valley / Winchester Area Plan: Commercial Retail (CR) – Location: North of Newport Road, east of Linda Reed Road, west of Beeler Road - 5.61 Gross Acres - Zoning: Specific Plan (SP #293) - **REQUEST**: Tract Map No. 33743 proposes to subdivide 5.61 acres into one lot for 57 condominium units - APNs: 461-180-056, 461-180-057 - Related Cases: TR32817 - Concurrent Cases: N/A

Please review the attached exhibit(s) for the above-described project. This case is scheduled for a **CPR meeting on February 2, 2006**. All County Agencies and Departments, please have draft conditions in the Land Management System by the above date. If you cannot clear the exhibit, please have corrections in the system and DENY the routing. Once the route is complete, and the approval screen is approved with or without corrections, the case can be scheduled for a public hearing. All other agencies, please have your comments/conditions to the Planning Department as soon as possible. Your comments/recommendations/ conditions are requested so that they may be incorporated in the staff report for this particular case.

Should you have any questions regarding this item, please do not hesitate to contact **Russell Brady**, Project Planner, at **(951) 955-1888**

COMMENTS:

DATE: _____ SIGNATURE: _____

PLEASE PRINT NAME AND TITLE: _____

TELEPHONE: _____

If you do not include this transmittal in your response, please include a reference to the case number and project planner's name. Thank you.

Hemet Unified
School District

Dr. Philip O. Pendley
Superintendent

Dr. Jonathan Greenberg
Deputy Superintendent
Richard Beck
Assistant Superintendent
Mary Wulfsberg
Assistant Superintendent

District Administration Office
2350 W. Latham Ave.
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115
www.hemetusd.k12.ca.us

Governing Board
Mike Cook
Marilyn Forst
Gisela Gosch
Charlotte Jones
David Peters
Phyllis Petri
Bill Sanborn

January 18, 2006

Riverside County Planning Department
P.O. Box 1409
Riverside, CA 92502-1409

RE: TM *33743,* Russell Brady– Planner

This letter is in response to your request that the Hemet Unified School District provide you with certain information relating to school facilities, which might potentially serve this Tract.

The current permanent school facilities in the Hemet Unified School District have an original design capacity of 17,447 students. Presently our enrollment is approximately 22,874 and is steadily increasing. We are accommodating the extra enrollment with interim portable facilities but have reached a point where our core facilities at all sites have become saturated.

Therefore, we wish to advise you that as of the date of this letter, the Governing Board of Hemet Unified School District has made no determination as to which of its school facilities might be available to serve your tract at the time of the subdivisions completion and occupancy. It is possible that we may place students from this development at schools that have available space. You may view our current school boundaries at our web site www.hemetusd.k12.ca.us.

The District's current developer fee rate is $3.51 per square foot for single and multi-family dwelling units. Our senior residential and commercial rates are .33 cents per square foot. PLEASE CONTACT THE HEMET UNIFIED SCHOOL DISTRICT FACILITIES DEPARTMENT FOR FEE CALCULATION PRIOR TO ISSUING A CHECK. Payment of these fees is required prior to receiving building permits. Please contact the District for information regarding the possibility of a Community Facilities Agreement for your development.

A bus fee has been implemented in our District at an annual cost of $210.00 per student or $110.00 per semester per student.

The following is a list of our schools, enrollment and capacity:

SCHOOL	GRADE LEVEL	CBEDS ENROLLMENT	PERMANENT CAPACITY**	CAPACITY EXCESS or Shortfall
Acacia Middle	6-8	846	808	**-38**
Alessandro High	9-12	407	180	**-227**
Bautista Creek Elem	K-5	927	650	**-277**
Cawston Elementary	K-5	658	750	**92**
Cottonwood School	K-8	305	250	**-55**
Dartmouth Middle	6-8	1014	1080	**66**
Diamond Valley Middle	6-8	1548	1450	**-98**
Fruitvale Elementary	K-5	782	550	**-238**
Hamilton Schools	K-12	1029	917	**-112**
Harmony Elementary	K-5	818	750	**-68**
Helen Hunt Jackson	6-12	519	231	**-289**
H.E.L.P.	7-12	72	50	**-22**
Hemet Elementary	K-5	843	575	**-268**
Hemet High School	9-12	2585	1566	**-1019**
Idyllwild School	K-8	335	300	**-35**
Jacob Wiens Elementary	K-5	733	750	**17**
Little Lake Elementary	K-5	829	550	**-279**
McSweeny Elementary	K-5	703	750	**47**
Ramona Elementary	K-5	810	550	**-60**
Santa Fe Middle	6-8	1224	1053	**-171**
Valle Vista Elementary	K-5	716	550	**-166**
West Valley High	9-12	3003	2376	**-627**
Whittier Elementary	K-5	1054	650	**-404**
Winchester Elementary	K-5	453	400	**-53**
TOTAL		**22,213**	**17,736**	**-4,477**

Enrollment Projection 2005/2006
(Data does not include Independent Studies or Home/Hospital)
* CBEDS enrollment as of October 2005
**Loaded at the State Standard to allow for K-3 Class Size Reduction of 25 (K-5) and 27 (7-12)

In the interest of fairness and our desire to keep the public informed, we are formally requesting that you make this letter and information available to any potential buyers.

Respectfully yours,

for Dan K. Lovingier
Director, Facilities

Riverside County
Waste Management Department
Hans W. Kernkamp, General Manager-Chief Engineer

January 19, 2006

Russell Brady, Project Planner
Riverside County Planning Department
9th Floor, CAC – P.O. Box 1409
Riverside, CA 92502-1409

RE: Tentative Tract Map No. 33743 — 57 Condominium Units on 5.61 Acres

Dear Mr. Brady:

The Riverside County Waste Management Department (Department) has reviewed the proposed project, located east of Linda Reed Road, north of Newport Road, and west of Beeler Road in Winchester. This project has the potential to impact long-term landfill capacity by generating solid waste that requires disposal. In order to mitigate the project's potential solid waste impact, and to help the County's efforts to comply with State law in diverting solid waste from landfill disposal, the project's applicant should implement the following measures, as feasible:

- Recycle the project's construction and demolition (C&D) waste through a C&D recycling facility.
- Use mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries. Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.
- Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project.
- Hazardous materials **are not** accepted at the Riverside County landfills. Any hazardous wastes, including paint, used during construction must be properly disposed of at a licensed facility in accordance with local, state and federal regulations. Please contact the Riverside County Health Department for further information.

Thank you for the opportunity to review this proposal. If you have any questions, please call me at (951) 486-3283.

Sincerely,

Sung Key Ma
Planner

DM#40460

14310 Frederick Street • Moreno Valley, CA 92553 • (951) 486-3200 • Fax (951) 486-3205 • Fax (951) 486-3230
www.rivcowm.org

printed on recycled paper

Department of Public Health
Riverside County Community Health Agency

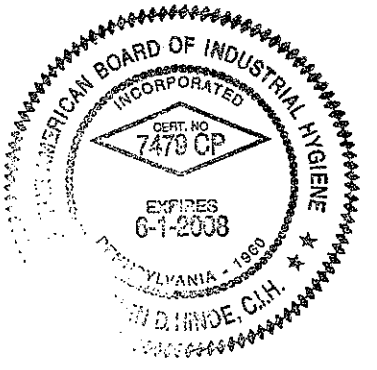
Date: April 26, 2006

To:
Russell Brady
Riverside County Planning Department
4080 Lemon Street, 9th Floor
Riverside, California 92502
Fax: (951) 955-3157

From:
Steven T. Uhlman, REHS, CIH, JD
Public Health Program Chief
Department of Public Health
Office of Industrial Hygiene
P.O. BOX 7600
Riverside, California 92513-7600
Phone: (951) 358-5050 Fax: (951) 358-5443

Report written by:
Kacey Gill
Industrial Hygienist I KG

Report Reviewed by:
Steven D. Hinde, REHS, CIH
Senior Industrial Hygienist



Project Reviewed: Tentative Tract 33743

Reference Number: **95811**

Applicant:
David DeMoranville
D.R. Horton
5927 Priestly Drive, Suite 200
Carlsbad, California 92008

Noise Consultant
Urban Crossroads, Inc.
41 Corporate Park, Suite 300
Irvine, California 92606

Review Stage: First Review

Information Provided: "Winchester Hills TTM 33743 Preliminary Noise Study County of Riverside, California", which is report number JN: 03017-02, dated August 16, 2005, and a revision dated February 14, 2006.

Noise Standards:

1. The "Noise Element" section of the Riverside County General Plan states, "to avoid future noise hazard, the maximum capacity design standard (average daily trips) for highways and major roads" (including airports) "shall be used for determining the maximum future noise level" or, in the case of freeways and airports, the projected conditions for 20 years in the future may be used.

2. The interior noise levels in residential dwellings shall not exceed 45 Ldn (CNEL).

3. The exterior noise level shall not exceed 65 Ldn.

Highway Prediction Model:

Using FHWA RD 77-108 Highway Traffic Prediction Model, the noise consultant shall estimate noise impacts (Ldn) from the Highways (design capacity "C" Level of Service).

Acoustical Parameters for County Highways:

1. Average daily traffic (ADT) design capacity of 43,100 assumed for Newport Road (the County General Plan classifies Newport Road as a 6 lane "Urban Arterial" roadway). Average daily traffic (ADT) of 10,400 assumed for "B" Street (the County General Plan classifies "B" Street as a "Collector" roadway), quoted from the "Harvest Valley / Winchester Area Plan Circulation Figure 8", which is dated 10/07/2003.

2. Truck/Auto Mix as follows (Riverside Co. Road Department):

For Urban Arterial Highways

VEHICLE	Overall %	DAY(7AM-7PM)	EVENING(7PM-10PM)%	NIGHT(10PM-7AM)%
Auto	92	69.5	12.9	9.6
Med. Truck	3	1.44	0.06	1.5
Heavy Truck	5	2.4	0.1	2.5

For Collector Highways

VEHICLE	Overall %	DAY(7AM-7PM)	EVENING(7PM-10PM)%	NIGHT(10PM-7AM)%
Auto	97.4	73.6	13.6	10.22
Med. Truck	1.84	0.9	0.04	0.9
Heavy Truck	0.74	0.35	0.04	0.35

3. Traffic Speed of 40 MPH.

4. The distance from the centerline of "B" Street to the nearest building face is estimated to be about 48 feet.

5. The distance from the centerline of Newport Road to the nearest building face is estimated to be about 86 feet.

6. Modeling for both "B" Street and Newport Road was done using a "hard site" assumption.

7. The standard residential design with windows closed provides a 20 dB, A-weighted (reduction inside) attenuation.

8. Barrier calculations based on receptor at 10 feet from the barrier and at a 5 foot elevation for barrier height at or less than six feet. However, a receptor placement of 3-foot elevation is required when a barrier height is greater than six feet.

9. Interior calculations based on receptor at a 5-foot elevation inside the dwelling in the room nearest the noise source and 14 feet above the pad for the second floor in the middle of the room nearest the noise source.

Findings:

The consultant's report is adequate. Based on our calculations, the distance between the roadways and the outdoor use area will provide sufficient attenuation to reduce exterior roadway noise levels to below 65 Ldn.

Recommendations:

1. The following conditions shall be applied to the project based on the information provided by the acoustical consultant:

   Four-foot high (noise barriers) masonry block wall shall be constructed along the northern site boundary **("B" Street)** of lots 1-3 and lot 19 of Tentative Tract 33743.

   Nine-foot high (noise barriers) masonry block wall or combination berm and block wall shall be constructed along the southern site boundary **(Newport Road)** of lots 7-10 of Tentative Tract 33743.

(Heights are taken from Exhibit 1-A of the Acoustical Report. See attached map.)

These walls shall be erected so that the top of each wall extends at least 4 to 9 feet (depending upon location) above the pad elevation of the shielded lot. In cases where the road is elevated above the pad, the wall shall extend at least 4 to 9 feet (depending upon location) above the highest point between the homes and the road.

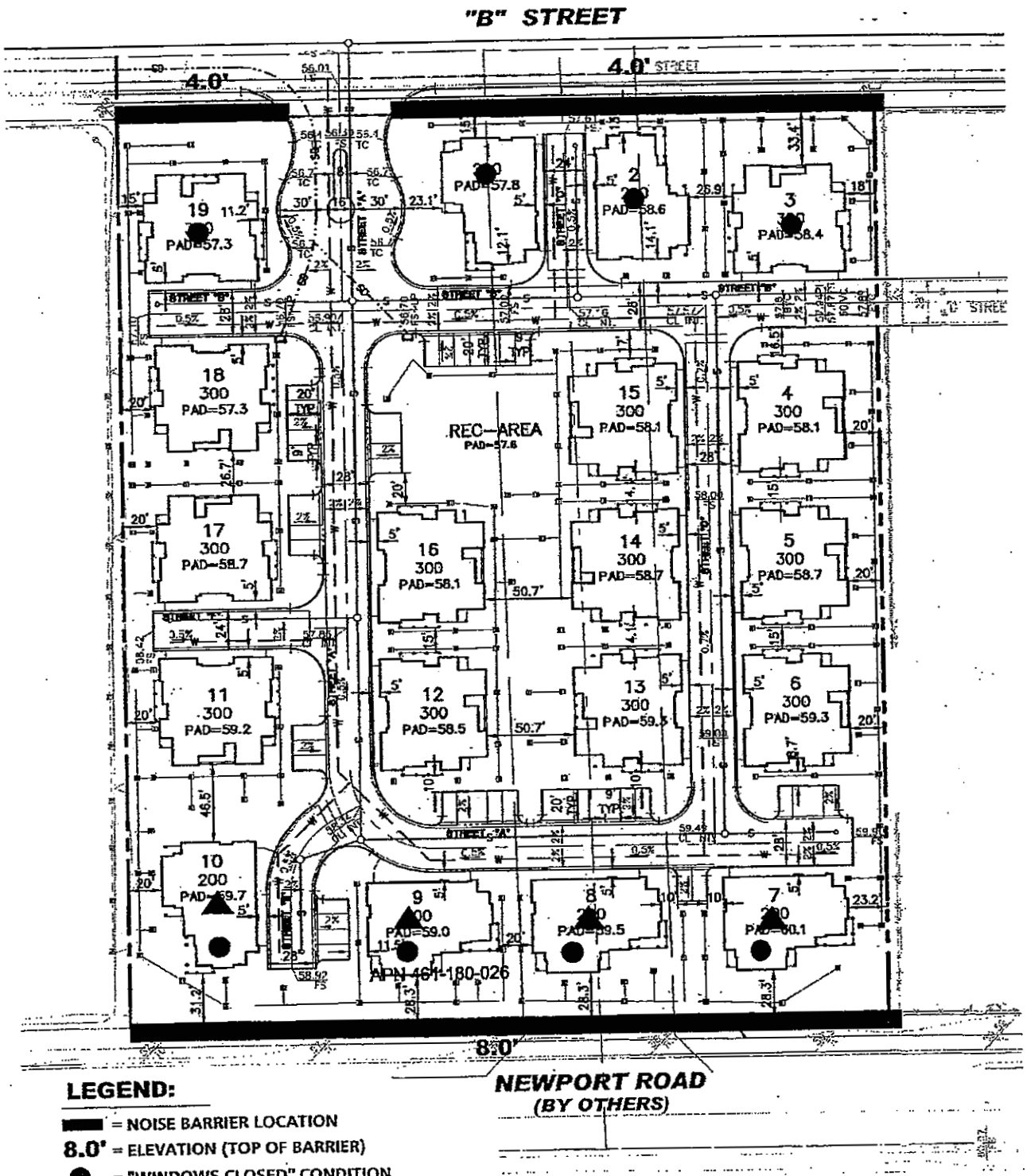
For multi-family developments such as this, the County of Riverside only requires mitigation of a designated outdoor use area to the 65 dBA Ldn exterior noise standard. The reason for this is that residents of multi-unit developments do not have their own backyard areas, so the designated outdoor use area will serve as the exterior living area for the residents.
This is an option here instead of the four foot wall around the lots on "B" Street; however, without the benefit of the noise attenuation provided by the noise barriers, the windows will need a higher STC rating in order to meet the interior noise standard of 45 dBA Ldn. For this reason, the noise barriers recommended by the noise consultant are the better option for this particular project.

2. Our Department must receive, review and approve an acoustical report addressing indoor noise impacts. The exterior unmitigated impacts (second stories) for Newport Road and "B" Street are 76 Ldn and 68 Ldn respectively. Home design must be shown to reduce interior noise to at or below 45 Ldn for those homes along Newport Road and "B" Street.

3. The applicant shall pay review fees (prior to pulling building permits) to the Department of Public Health for all time spent in review of this project. Fees will be assessed

Recommended Noise Barrier Diagram
Tentative Tract 33743

EXHIBIT 1-A



LEGEND:

- ▬ = NOISE BARRIER LOCATION
- **8.0'** = ELEVATION (TOP OF BARRIER)
- ● = "WINDOWS CLOSED" CONDITION REQUIRING A MEANS OF MECHANICAL VENTILLATION (e.g. AIR CONDITIONING) PER UBC REQUIREMENTS.
- ▲ = PROVIDE UPGRADED WINDOWS WITH STC RATING 31 OR HIGHER FOR HOMES FACING NEWPORT ROAD

NOTICE OF PUBLIC HEARING

A PUBLIC HEARING has been scheduled, pursuant to Riverside County Subdivision Ordinance No. 460, before the **Riverside County** Planning Commission to consider the project shown below:

TENTATIVE TRACT MAP NO. 33743 – No Further Environmental Documentation Required – Applicant: Rancon Group – Engineer/Representative: Stantec Consulting, Inc - Third Supervisorial District - Winchester Zoning Area – Harvest Valley/Winchester Area Plan: Community Development – Commercial Retail (CR) (0.20-0.35 Floor Area Ratio) – Location: Northerly of Domenigoni Parkway, easterly of Leon Road, and westerly of Rice Road – 5.61 Gross Acres - Zoning: Winchester Hills Specific Plan (SP 293 PA 39) - **REQUEST:** Schedule A subdivision of 5.61 acres into one (1) lot for 57 condominium units and one (1) recreation area – APN(s): Portion of 461-280-008 and 461-280-011. (Quasi-Judicial)

TIME OF HEARING:	9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING:	February 4, 2009
PLACE OF HEARING:	RIVERSIDE COUNTY ADMINISTRATIVE CENTER BOARD CHAMBERS, 1ST FLOOR 4080 LEMON STREET RIVERSIDE, CA 92501

For further information regarding this project, please contact Ray Juarez, at 951-955-2419 or e-mail rjuarez@rctlma.org, or go to the County Planning Department's Planning Commission agenda web page at http://www.tlma.co.riverside.ca.us/planning/content/hearings/pc/current_pc.html.

The Riverside County Planning Department has determined that although the proposed project could have a significant effect on the environment, **NO FURTHER ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible. The Planning Commission will consider the proposed application at the public hearing.

The case file for the proposed project may be viewed Monday through Friday, from 8:00 A.M. to 5:00 P.M. at the Planning Department office, located at 4080 Lemon St. 9th Floor, Riverside, CA 92501.

Any person wishing to comment on the proposed project may do so in writing between the date of this notice and the public hearing; or, may appear and be heard at the time and place noted above. All comments received prior to the public hearing will be submitted to the Planning Commission, and the Planning Commission will consider such comments, in addition to any oral testimony, before making a decision on the proposed project.

If this project is challenged in court, the issues may be limited to those raised at the public hearing, described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Be advised that as a result of public hearings and comment, the Planning Commission may amend, in whole or in part, the proposed project. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the proposed project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:
RIVERSIDE COUNTY PLANNING DEPARTMENT,
Attn: Ray Juarez, P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN, certify that on 1/7/09,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers TR33743 For

Company or Individual's Name Planning Department,

Distance buffered ~~600'~~ 2400'.

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Vinnie Nguyen

TITLE GIS Analyst

ADDRESS: 4080 Lemon Street 2nd Floor

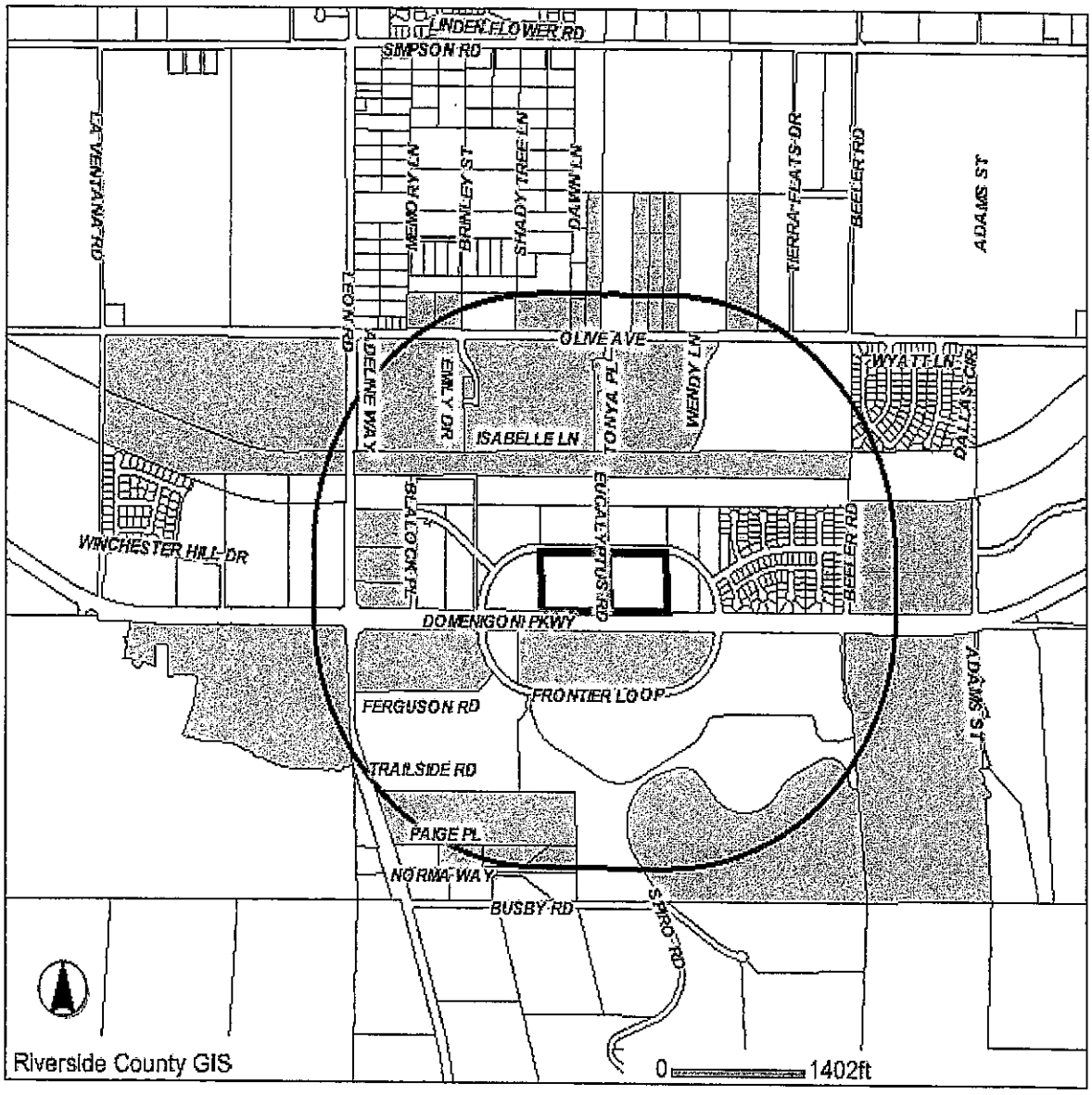
Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

V. R. Ros 1/13/09

Expires - 7/7/09

2400 feet buffer



Selected parcel(s):

461-160-022 461-160-029 461-170-006 461-190-020 461-190-021 461-190-022 461-190-041
461-190-067 461-190-072 461-190-082 461-200-028 461-210-025 461-231-006 461-231-028
461-250-001 461-260-046 461-280-016 461-280-020 461-280-021 461-280-022 461-280-024
461-280-025 461-280-026 462-030-055 462-030-056 462-040-009 462-050-003 462-050-006
462-050-009 462-050-010 462-050-011 462-060-015

IMPORTANT
This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

MAP PRINTED ON...01/7/2009

APN: 461160022 ASMT: 461160022
RIVERSIDE COUNTY FLOOD CONT
1995 MARKET ST
RIVERSIDE CA 92501

APN: 461160029 ASMT: 461160029
PULTE HOME CORP
2 TECHOLOGY DR
IRVINE CA 92618

APN: 461170006 ASMT: 461170006
PIM BLUECAP WINCHESTER
C/O SCOTT GALE
4100 NEWPORT PL STE 730
NEWPORT BEACH CA 92660

APN: 461190020 ASMT: 461190020
CHARLES L GREEN
PATTI L GREEN
31152 NORMA WAY
WINCHESTER CA. 92596

APN: 461190021 ASMT: 461190021
DAVID LORD
TAMMY AGUILAR
221 N EL CAMINO REAL 64
OCEANSIDE CA 92054

APN: 461190022 ASMT: 461190022
SHANNON E BAUMGARTNER
P O BOX 226
WINCHESTER CA 92596

APN: 461190041 ASMT: 461190041
RANCON WINCHESTER VALLEY 85
41391 KALMIA ST 200
MURRIETA CA 92562

APN: 461190067 ASMT: 461190067
RANCON WINCHESTER VALLEY 200
41391 KALMIA ST 200
MURRIETA CA 92562

APN: 461190072 ASMT: 461190072
BARRATT AMERICAN INC
5950 PRIESTLY DR STE 101
CARLSBAD CA 92008

APN: 461190082 ASMT: 461190082
WR MARKETPLACE
C/O MARK FROST
30001 GOLDEN LANTERN
LAGUNA NIGUEL CA 92677

APN: 461200028 ASMT: 461200028
RANCON WINCHESTER VALLEY 63
C/O DAN STEPHENSON
41391 KALMIA ST STE 200
MURRIETA CA 92562

APN: 461210025 ASMT: 461210025
RANCON WINCHESTER VALLEY 155
41391 KALMIA ST STE 200
MURRIETA CA 92562

APN: 461231006 ASMT: 461231006
FIELDSTONE WINCHESTER VALLEY
2 ADA STE 200
IRVINE CA 92618

APN: 461231028 ASMT: 461231028
VALLEY WIDE RECREATION & PARK DIST
537 E FLORIDA AVE
HEMET CA 92543

APN: 461250001 ASMT: 461250001
WOODS VENTURE
C/O PACWEST GROUP INC
41391 KALMIA ST STE 200
MURRIETA CA 92562

APN: 461260046 ASMT: 461260046
WOOD VENTURE
C/O PACWEST GROUP INC
41391 KALMIA ST STE 200
MURRIETA CA 92562

APN: 461280016 ASMT: 461280016
RIVERSIDE COUNTY FLOOD CONTROL
1995 MARKET ST
RIVERSIDE CA 92501

APN: 461280020 ASMT: 461280020
DEBOER HARRY FAMILY TRUST
C/O HARRY DEBOER
29370 LEON RD
WINCHESTER CA 92596

APN: 461280021 ASMT: 461280021
HARRY DEBOER
29370 LEON RD
WINCHESTER CA 92596

APN: 461280022 ASMT: 461280022
ROBERT E CLARK
HAZEL CLARK
P O BOX 213
WINCHESTER CA 92596

APN: 461280024 ASMT: 461280024
FIELDSTONE COMMUNITY PARK
2 ADA STE 200
IRVINE CA 92618

APN: 461280025 ASMT: 461280025
SHEA HOMES LTD PARTNERSHIP
C/O SARAH CORDONE
1250 CORONA POINTE NO 600
CORONA CA 92879

APN: 461280026 ASMT: 461280026
COMMUNITY PARK 124
C/O JUDY ROSEN
41391 KALMIA NO 200
MURRIETA CA 92562

APN: 462030055 ASMT: 462030055
BANK OF NEW YORK
C/O RECONTRUST CO
1757 TAPO CANYON RD SVW88
SIMI VALLEY CA 93063

APN: 462030056 ASMT: 462030056
SYLVIA JURADO
31210 OLIVE AVE
WINCHESTER CA. 92596

APN: 462040009 ASMT: 462040009
MARWAN SABHA
ILKA SABHA
EBRAHIM TALEBI
SALLY ANN TALEBI
C/O EBRAHIM TALEBI
27551 ALMENDRA
MISSION VIEJO CA 92691

APN: 462050003 ASMT: 462050003
DOROTHY COON
JAMES D COON
ANGELA LEVENDOWSKY
JAMES H PASTO
C/O JAMES PASTO
4402 FAIRMONT AVE
SAN DIEGO CA 92116

APN: 462050006 ASMT: 462050006
HUSHMAND TAGHDIRI
3112 BOSTONIAN
LOS ALAMITOS CA 90720

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APN: 462050009 ASMT: 462050009
3 AG
45621 CORTE ROYAL
TEMECULA CA 92592

APN: 462050010 ASMT: 462050010
3AG
C/O CHICAGO TITLE /RANCH & CONST
27645 JEFFERSON AVE
TEMECULA CA 92590

APN: 462050011 ASMT: 462050011
ROBERT I TOFT
NORMA J TOFT
309 REGAL OAK CT
NEWBURY PARK CA 91320

APN: 462060015 ASMT: 462060015
BEELER 64
41391 KALMIA ST 200
MURRIETA CA 92562

ATTN: Nate Picket
CALTRANS District #8
464 W. 4th St., 6th Floor
Mail Stop 728
San Bernardino, CA 92401-1400

ATTN: Elizabeth Lovsted
Eastern Municipal Water District
2270 Trumble Rd.
P.O. Box 8300
Perris, CA 92570

Growth Managment,
U.S. Postal Service
P.O. Box 19001
San Bernardino, CA 92423

ATTN: Michael McCoy
Riverside Transit Agency
1825 3rd St.
P.O. Box 59968
Riverside, CA 92517-1968

East Sierra and Inland Deserts, Reg. 6
California State Dept. of Fish & Game
3602 Inland Empire Blvd., # C220
Ontario, CA 91764

ATTN: Division Manager
Ecological Service,
U.S. Fish & Wildlife Service
6010 Hidden Valley Rd.
Carlsbad, CA 92011

Hemet Unified School District
2350 W. Latham Ave.
Hemet, CA 92545-3654

Southern California Edison
2244 Walnut Grove Ave., Rm 312
P.O. Box 600
Rosemead, CA 91770

Eastern Information Center
Dept. of Anthropology
1334 Watkins Hall, University of
California, Riverside
Riverside, CA 92521-0418

ATTN: Teresa Roblero
Mail Location: 8031
Engineering Department,
Southern California Gas Company
1981 W. Lugonia Ave.
Redlands, CA 92374-9796

ATTN: Executive Officer
Reg. Water Quality Control Board #8
Santa Ana
3737 Main St., Suite 500
Riverside, CA 92501-3348

Winchester Homeowners' Assoc.
P.O. Box 122
Winchester, CA 92596

APP:
RANCON GROUP
41391 KALMIA ST STE 200
MURRIETA CA 92567

ENG:
STANTEC CONSULTING INC
277 RANCHEROS DR STE 300
SAM MARCOS CA 92069

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

George A. Johnson · Agency Director

Planning Department

Ron Goldman · Planning Director

TO: ☐ Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
☒ County of Riverside County Clerk

FROM: Riverside County Planning Department
☒ 4080 Lemon Street, 9th Floor
P. O. Box 1409
Riverside, CA 92502-1409

☐ 38686 El Cerrito Road
Palm Desert, California 92211

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the California Public Resources Code.

EA 40493, Tentative Tract Map No. 33743
Project Title/Case Numbers

Ray Juarez
County Contact Person

(951) 955-2419
Phone Number

N/A
State Clearinghouse Number (if submitted to the State Clearinghouse)

Rancon Group
Project Applicant

41391 Kalmia St. Ste. 200, Murrieta, CA 92562
Address

Northerly of Domenigoni Parkway, easterly of Leon Road, and westerly of Rice Road
Project Location

The Tentative Tract Map is a Schedule A subdivision of 5.61 acres into one lot for 57 condominium units and one recreation area.
Project Description

This is to advise that the Riverside County Planning Commission, as the lead agency, has approved the above-referenced project on February 4, 2009, and has made the following determinations regarding that project:

1. The project WILL NOT have a significant effect on the environment.
2. Although the project could have a significant effect on the environment, NO FURTHER ENVIRONMENTAL DOCUMENTATION IS REQUIRED because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible. ($64.00)
3. Mitigation measures WERE made a condition of the approval of the project.
4 A Mitigation Monitoring and Reporting Plan/Program WAS adopted.
5. A statement of Overriding Considerations WAS NOT adopted for the project.

This is to certify that the Mitigated Negative Declaration, with comments, responses, and record of project approval is available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 9th Floor, Riverside, CA 92501.

Signature

Urban Regional Planner IV
Title

April 14, 2009
Date

Date Received for Filing and Posting at OPR: _____

Y:\Planning Case Files-Riverside office\TR33743\NOD Form TR33743.doc Revised 01/15/08

Please charge deposit fee case#: ZEA40493 ZCFG3937 .

FOR COUNTY CLERK'S USE ONLY

COUNTY OF RIVERSIDE D* REPRINTED * R0524137
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

4080 Lemon Street
Second Floor
Riverside, CA 92502
(951) 955-3200

39493 Los Alamos Road
Suite A
Murrieta, CA 92563
(951) 694-5242

38686 El Cerrito Rd
Indio, CA 92211
(760) 863-8271

****
****

Received from: DR HORTON CONTINENTAL $64.00
paid by: CK 15404
EA40493
paid towards: CFG03937 CALIF FISH & GAME: DOC FEE
at parcel:
appl type: CFG3

By_____ Dec 01, 2005 14:48
CYUHAS posting date Dec 01, 2005

****
****

Account Code	Description	Amount
658353120100208100	CF&G TRUST: RECORD FEES	$64.00

Overpayments of less than $5.00 will not be refunded!

COPY 2-TLMA ADMIN * REPRINTED *

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 15, 2009

SUBJECT: COMMITTEES, COMMISSION AND BOARDS ACTION

Committee, Commission, or Board: **ASSESSMENT APPEALS BOARD 5**

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint as member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ At Large

Member:
Name: Melli Van Atta
Address: 12099 Franklin Street
Moreno Valley, California 92553
Telephone: 951-235-2089

Replaces:
Posted or Expired:

Term of Appointment: (or previous appointment)
☒Full Term ending 9/5/2010
☐Unexpired Term

Underlying term is one year.

BACKGROUND/APPOINTEE INFORMATION:

Melli Van Atti is a Certified Residential Specialist and licensed California Real Estate broker thereby meeting qualifications for the Assessment Appeals Board and I support her appointment.

Marion Ashley, 5th District Supervisor

rev.Agn.ref. **5th District** **AGENDA NO.** 2.1

FORM11-ccb
FORM11-ccb
(Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 15, 2009

SUBJECT: COMMITTEES, COMMISSION AND BOARDS ACTION

Committee, Commission, or Board: **ASSESSMENT APPEALS BOARD 5**

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint as member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ At Large

Member:
Name: Lois Tomlinson
Address: 12214 Heacock Street
Moreno Valley, California 92553
Telephone: 951-243-7909

Replaces:
Posted or Expired:

Term of Appointment: (or previous appointment)
☒Full Term ending 9/7/2012
☐Unexpired Term

Underlying term is three years.

BACKGROUND/APPOINTEE INFORMATION:

Lois Tomlinson has been a Certified Public Accountant (CPA) in Moreno Valley for over 5 years and is eminently qualified to serve on the Assessment Appeals Board. I support her appointment.

Marion Ashley, 5th District Supervisor

rev.Agn.ref. **5th District** **AGENDA NO.** 2.2

FORM11-ccb
FORM11-ccb
(Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 15, 2009

SUBJECT: COMMITTEES, COMMISSION AND BOARDS ACTION

Committee, Commission, or Board: **ASSESSMENT APPEALS BOARD 5**

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint as member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ At Large

Member:
Name: Paul St. Martin
Address: 940 Beaumont Avenue
Beaumont, California 92223
Telephone: 951-922-6619

Replaces:
Posted or Expired:

Term of Appointment:
(or previous appointment)
☒Full Term ending 9/4/2011
☐Unexpired Term

Underlying term is two years.

BACKGROUND/APPOINTEE INFORMATION:
Paul St. Martin is qualified for this appointment as he is a federally-authorized tax practitioner who has technical expertise in the field of taxation and I support his appointment.

Marion Ashley, 5th District Supervisor

rev.Agn.ref. **5th District** **AGENDA NO.** 2.3

FORM11-ccb
FORM11-ccb
(Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 14, 2009

SUBJECT: APPOINTMENT TO COUNTY/CITY ARROYO-WATERSHED COMMITTEE

Committee, Commission, or Board: **COUNTY/CITY ARROYO-WATERSHED COMMITTEE**

RECOMMENDED MOTION:
- ☒ The Board of Supervisors appoint member to:
- ☐ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 5 ☐ At Large

Member:
Name: Ann Turner-McKibben
Address: 23296 Sonnet Drive
Moreno Valley, California 92557-5403
Telephone: 951-942-8150

Replaces: Kalina Cox
Posted or Expired: 6/30/07

Term of Appointment: (or previous appointment)
- ☒ Full Term ending 6/30/11
- ☐ Unexpired Term ending

BACKGROUND/APPOINTEE INFORMATION:

Ms. Turner-McKibben has expressed a keen desire to serve on the County/City Arroyo Watershed Committee. She has an extensive knowledge of the local environmental issues. I support her appointment.

Supervisor Marion Ashley
5th District

Prev.Agn.ref. **Dist.** **AGENDA NO.** 2.4

ORM11-ccb
ORM11-ccb

Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 14, 2009

SUBJECT: **APPOINTMENT TO SAN GORGONIO PASS (NORTH/SOUTH BANNING, CHERRY VALLEY, SAN TIMOTEO CANYON) MUNICIPAL ADVISORY COUNCIL**

Committee, Commission, or Board: **SAN GORGONIO PASS MUNICIPAL ADVISORY COUNCIL (MAC)**

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint as member to:
- ☒ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 5 ☐ At Large

Member:
Name: Ray Morris
Address: 10213 Overland Trail
Cherry Valley, California 92223
Telephone: 951-769-0344

Replaces:
Posted or Expired:

Term of Appointment: ☒Full Term ending 4/30/2011
(or previous appointment)
☐Unexpired Term

BACKGROUND/APPOINTEE INFORMATION:
Mr. Morris has served faithfully as a member on the San Gorgonio PassMunicipal Advisory Council (MAC) and I support his reappointment.

Marion Ashley, 5th District Supervisor

rev.Agn.ref. **5th District** **AGENDA NO.** 2.5

ORM11-ccb
ORM11-ccb

Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 14, 2009

SUBJECT: **APPOINTMENT TO WEST DESERT (NORTH PALM SPRINGS, WHITEWATER, CABAZON) MUNICIPAL ADVISORY COUNCIL**

Committee, Commission, or Board: **WEST DESERT MUNICIPAL ADVISORY COUNCIL (MAC)**

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint as member to:
- ☒ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 5 ☐ At Large

Member:
Name: David Newton
Address: P.O. Box 901
Cabazon, California 92230
Telephone: 951-922-1097

Replaces:
Posted or Expired:

Term of Appointment: ☒Full Term ending 4/30/2011
(or previous appointment)
☐Unexpired Term

BACKGROUND/APPOINTEE INFORMATION:
Mr. Newton has served faithfully as a member on the West Desert Municipal Advisory Council (MAC) and I support his reappointment.

Marion Ashley, 5th District Supervisor

rev.Agn.ref. **5th District** **AGENDA NO.** 2.6

ORM11-ccb
ORM11-ccb
Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 14, 2009

SUBJECT: **APPOINTMENT TO WEST DESERT (NORTH PALM SPRINGS, WHITEWATER, CABAZON) MUNICIPAL ADVISORY COUNCIL**

Committee, Commission, or Board: **WEST DESERT MUNICIPAL ADVISORY COUNCIL (MAC)**

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint as member to:
- ☒ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 5 ☐ At Large

Member:
Name: Lillian Reese
Address: 13198 Cholla Road
Whitewater, California 92282
Telephone: 951-922-1097

Replaces:
Posted or Expired:

Term of Appointment: ☒Full Term ending 4/30/2011
(or previous appointment)
☐Unexpired Term

BACKGROUND/APPOINTEE INFORMATION:
Ms. Reese served faithfully as a member on the West Desert Municipal Advisory Council (MAC) and I support her reappointment.

Marion Ashley, 5th District Supervisor

rev.Agn.ref. **5th District** **AGENDA NO.** 2.7

ORM11-ccb
ORM11-ccb

Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 9, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission, or Board: **ROMOLAND/HOMELAND MUNICIPALADVISORY COUNCIL**

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint member to:
- ☒ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 5 ☐ At Large

Member:
Name: Mary Yost
Address: 25125 Capitola Lane
Homeland, California 92548
Telephone: (951) 926-1125

Replaces:
Date Posted or Expired:

Term of Appointment: (or previous appointment)
☒ Full Term ending 4/30/11
☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

Ms. Yost has served faithfully as a member on the Romoland/Homeland Municipal Advisory Council and I support her reappointment as a member.

Supervisor Marion Ashley

Prev.Agn.ref. **Dist.** **AGENDA NO.** 2.8

ORM11-ccb
'ORM11-ccb

Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 9, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARDS ACTION

Committee, Commission, or Board: **ROMOLAND/HOMELAND MUNICIPALADVISORY COUNCIL**

RECOMMENDED MOTION:
- ☐ The Board of Supervisors appoint member to:
- ☒ The Board of Supervisors reappoint member to:
- ☐ The Board of Supervisors removes member from office, declares vacancy and directs the Clerk of the Board to post vacancy per Maddy Act, for:
- ☐ The Board of Supervisors

Type of Nomination: ☒ District No. 5 ☐ At Large

Member:
Name: Bob Gibbons
Address: 25098 Avenida Valencia
Homeland, California 92548
Telephone: (951) 928-9313

Replaces:
Date Posted or Expired:

Term of Appointment: (or previous appointment)
- ☒ Full Term ending 4/30/11
- ☐ Unexpired Term ending

Full underlying term is 2 years.

BACKGROUND/APPOINTEE INFORMATION:

Mr. Gibbons has served faithfully as a member on the Romoland/Homeland Municipal Advisory Council and I support his reappointment as a member.

Marion Ashley
Supervisor Marion Ashley

Prev.Agn.ref. **Dist.** **AGENDA NO.** 2.9

ORM11-ccb
ORM11-ccb

Rev. 12/99)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 310B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Order to Abate [Grading Without a Permit]; SARKIES
Case No.: CV 07-0525
Subject Property: 1 Parcel South of 27581 Pachea Trail, Hemet; APN: 451-240-007
District Three

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case No. CV 07-0525 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact,Conclusions and Order to Abate in Case No. CV 07-0525; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 07-0525.

BACKGROUND:

On April 7, 2009, this Board received the Declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the illegal grading located on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

(Continued)

ELENA M. BOEVA, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

☐ Policy ☐ Policy
X ☒ Consent ☐ Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 04/07/09; 9.1 | **District:** 3 | **Agenda Number:** 2.10

Form 11 (Rev 06/2003)

WHEN RECORDED PLEASE MAIL TO:
Julie A.K. Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3535 Tenth Street, Suite 300 (Stop #1350)
Riverside, CA 92501

[EXEMPT '6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [UNAPPROVED GRADING]; APN: 451-240-007, ONE PARCEL SOUTH OF 27581 PACHEA TRAIL, HEMET, RIVERSIDE COUNTY, CALIFORNIA; NADIM W. SARKIES AND NAHED SARKIES, OWNERS.	CASE NO. CV 07-0525 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 457 (RCC Title 15) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on April 7, 2009, before the Board of Supervisors of the County of Riverside, State of Californiain the Board Room, First Floor Annex, County AdministrativeCenter, 4080 Lemon Street, Riverside, Californiaregarding the real property described as One Parcel South of 27581 Pachea Trail, Hemet, RiversideCounty, APN: 451-240-007, and referred to hereinafter as "THE PROPERTY."

Alexandra Fong, Deputy County Counsel, appeared along with Hector Viray, Senior Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of owners.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with the attached Exhibits, evidencing the unapproved grading on THE PROPERTY as a public nuisance and violation of RiversideCounty Ordinance No. 457 as codified in RiversideCounty Code Title 15.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the Owners of THE PROPERTY as Nadim W. Sarkies and Nahed Sarkies ("OWNERS").

2. Documents of title indicate that no other party potentially holds a legal interest in THE PROPERTY.

3. THE PROPERTY was inspected by Code Enforcement Officers on February 21, 2007, February 4, 2008, March 17, 2008, August 26, 2008, January 27, 2009, March 13, 2009 and April 6, 2009.

4. During each inspection, officers observed a dirt road which had been created by fill which barricaded a natural watercourse and a pad had been created in order to build.

5. THE PROPERTY was determined to be in violation of Riverside County Ordinance No. 457 (RCC Title 15) by the Code Enforcement Officer.

6. A Notice of Noncompliance was recorded on February 27, 2008 as Document Number 2008-0094041 in the Office of the County Recorder, County of Riverside.

7. On February 21, 2007, a Notice of Violation for Unapproved Grading was posted on THE PROPERTY. On March 2, 2007, February 14, 2008 and April 7, 2008, a Notice of Violation was mailed by certified mail, return receipt requested to the OWNERS.

8. March 12, 2009, a "Notice To Correct County Ordinance Violations and Abate Public Nuisance" providing notice of the public hearing before the Board of Supervisors was mailed by certified mail, return receipt requested, to the OWNERS, and on March 13, 2009 it was posted on THE PROPERTY.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on April 7, 2009 finds and concludes that:

1. WHEREAS, the unapproved grading on the real property located at One Parcel South of 27581 Pachea Trail, Hemet, Riverside County, California, also identified as Assessor's Parcel Number 451-240-007 violates Riverside County Ordinance No. 457 and constitutes a public nuisance and attractive nuisance.

2. WHEREAS, THE OWNERS, occupants and any person having possession or control of THE PROPERTY should abate the condition by completely remediating and restoring THE PROPERTY to its original state in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days.

3. WHEREAS, THE OWNERS ARE HEREBY FURTHER NOTICED that a five (5) year hold on the issuance of building permits and land use approvals may be placed on THE PROPERTY.

4. WHEREAS, THE OWNERS ARE HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the unapproved grading on THE PROPERTY located One Parcel South of 27581 Pachea Trail, Hemet, Riverside County, California, also identified as Assessor's Parcel Number 451-240-007 be abated by the OWNERS, and anyone having possession or control of THE PROPERTY, by completely remediating and restoring THE PROPERTY to its original state in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if unapproved grading on THE PROPERTY is not completely remediated and restored to its original state in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days of the posting and mailing of this Order to Abate Nuisance, the unapproved grading shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of the owner's consent or a Court Order, where necessary, under, applicable law authorizing entry onto THE PROPERTY.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special

assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 457 and 725. Under Riverside County Ordinance 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement Department will be recoverable from the property owner(s) even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA DATE 4-9-19

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 309B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: April 13, 2009

SUBJECT: Order to Abate [Excess Outside Storage and Accumulation of Rubbish]; GNYLA
Case No.: CV 08-01615
Subject Property: 41658 Whittier Avenue, Hemet
APN: 449-120-007
District Three

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-01615 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and order to Abate in Case No. CV 08-01615; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case No. CV 08-01615.

ELENA M. BOEVA, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

☐ Policy ☐ Policy
X ☒ Consent ☐ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: 04/07/09; 9.2 | **District:** 3 | **Agenda Number:** 2.11

Form 11 (Rev 06/2003)

Order to Abate [Excess Outside Storage and Accumulation of Rubbish]
Case No.: CV 08-01615
Subject Property: 41658 Whittier Avenue, Hemet
APN: 449-120-007
District Three

BACKGROUND:
On April 7, 2009 this Board received the declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the excess outside storage and accumulation of rubbish on the subject property to be a public nuisance. The Board ordered the property owner to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusion and Order to Abate.

WHEN RECORDED PLEASE MAIL TO:
Julie A.K. Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3535 Tenth Street, Suite 300 (Stop #1350)
Riverside, CA 92501

[EXEMPT'6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [EXCESSIVE OUTSIDE STORAGE AND ACCUMULATION OF RUBBISH]; APN 449-120-007, 41658 WHITTIER AVENUE, HEMET, RIVERSIDE COUNTY, CALIFORNIA; JAMES H. GNYLA AND SUZANNE GNYLA, OWNERS.	CASE NO. CV 08-01615 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 348 (RCC Title 17), 541 (RCC Title 8) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on April 7, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described 41658 Whittier Avenue, Hemet, Riverside County, California and further described as Assessor's Parcel Number 449-120-007 and referred to hereinafter as "THE PROPERTY."

Alexandra Fong, Deputy County Counsel, appeared along with Hector Viray, Senior Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of owners.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits, evidencing the excessive storage of materials and accumulation of rubbish on THE PROPERTY as violations of Riverside County Ordinance Nos. 348 (Riverside County Code Title 17) and 541 (Riverside County Code Chapter 8.120) and as a public nuisance.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the owners of THE PROPERTY as James H. Gnyla and Suzanne Gnyla("OWNERS").

2. Documents of title indicate that no other party potentially holds a legal interest in THE PROPERTY.

3. THE PROPERTY was inspected by Code Enforcement Officers on April 3, 2008, July 28, 2008, September 22, 2008, February 2, 2009, March 18, 2009 and April 6, 2009.

4. During each inspection, outside storage of materials in excess of 100 square feet and accumulation of rubbish were observed on THE PROPERTY. The materials were intermingled and consisted of, but were not limited to: wood, buckets, storage containers, chairs, tables, miscellaneous furniture, objects covered by tarps, milk crates, floor mats, plastic trash bags filled with objects, ladders, lawn mowers, broken furniture, miscellaneous trash and debris. The area of excess outside storage of materials and accumulated rubbish measured approximately two thousand two hundred fifty (2,250) square feet.

5. THE PROPERTY was determined to be in violation of Riverside County Ordinance Nos. 348 (RCC Chapter 17.24) and 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

6. A Notice of Noncompliance was recorded on August 19, 2008 as Document Number 2008-0456599 in the Office of the County Recorder, County of Riverside.

7. On April 3, 2008, Notices of Violation for violation of Riverside County Ordinance Nos. 348 and 541 were posted on THE PROPERTY. On April 29, 2008, Notices of Violation were mailed to OWNERS by certified mail, return receipt requested

8. On March 12, 2009, a "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing notice of the public hearing before the Board of Supervisors on April 7, 2009 was mailed by certified mail, return receipt requested, to the OWNERS and was posted on THE PROPERTY on March 18, 2009.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on April 7, 2009, finds and concludes that:

1. WHEREAS, the excessive outside storage of materials and accumulation of rubbish on the real property located at 41658 Whittier Avenue, Hemet, Riverside County, California, also identified as Assessor's Parcel Number 449-120-007 violates Riverside County Ordinance Nos. 348 (RCC Title 17) and 541 (RCC Chapter 8.120) and constitutes a public nuisance. Under Riverside County Ordinance Nos. 348 and 541, no amount of rubbish or excess outside storage in excess of one hundred (100) square feet is allowed to be accumulated on THE PROPERTY.

2. WHEREAS, THE OWNERS, occupants or any person having possession or control of the premises should abate the condition by removing and disposing of the excess outside storage of materials and accumulation of rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 (RCC Title 17) and 541 (RCC Chapter 8.120) within ninety (90) days.

3. WHEREAS, THE OWNERS ARE HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the excess outside storage of materials and accumulation of rubbish on THE PROPERTY be abated by the OWNERS, specifically James H. Gnyla and Suzanne Gnyla or anyone having possession or control of THE PROPERTY, by removing and disposing of the outside excess storage of materials and accumulation of rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 (RCC Title 17) and 541 (RCC Chapter 8.120) within ninety (90) days of the date of this order.

IT IS FURTHER ORDERED that if the materials are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 (RCC Title 17) and 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order, the excess outside storage of materials and accumulation of rubbish shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the

Sheriff's Department upon receipt of an owner's consent or a Court Order when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on the property, which may be collected as a special assessment against the property pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 348 (RCC Title 17), 541 (RCC Chapter 8.120), and 725 (RCC Chapter 1.16). Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Department will be recoverable from the property owner(s) even if the property is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: _____ 4-9-09
ELENA M. BOEVA DATE

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3088

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Order to Abate [Substandard Structure and Accumulation of Rubbish]
Case Nos.: CV 07-9861 and CV 08-01964
Subject Property: 36160 Arnett Road, Wildomar
APN: 380-100-005
District One

RECOMMENDED MOTION: Move that

(1) The Findings of Fact, Conclusions and Order to Abate in Case Nos. CV 07-9861 and CV 08-01964 be approved;

(2) The Chairman of the Board of Supervisors be authorized to execute the Findings of Fact, Conclusions and Order to Abate in Case Nos. CV 07-9861 and CV 08-01964; and

(3) The Clerk of the Board of Supervisors be authorized to record the Findings of Fact, Conclusions and Order to Abate in Case Nos. CV 07-9861 and CV 08-01964.

(Continued)

ELENA M. BOEVA, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
BY: Tina Grande

Departmental Concurrence

☐ Policy ☐ Policy
X Consent ☒ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: 11/25/08; 9.2 | **District:** 1 | **Agenda Number:** 2.12

Form 11 (Rev 06/2003)

Order to Abate [Substandard Structure and Accumulation of Rubbish]
Case Nos.: CV 07-9861 and CV 08-01964
Subject Property: 36160 Arnett Road, Wildomar
APN: 380-100-005
District One

BACKGROUND:
On November 25, 2008 this Board received the declaration of the Code Enforcement Officer in the above-referenced matter. At the conclusion of the hearing, this Board declared the substandard structure (dwelling) and accumulation of rubbish on the subject property to be a public nuisance. The Board ordered the property owners to abate the violative conditions on the property and directed County Counsel to prepare the Findings of Fact, Conclusions and Order to Abate.

WHEN RECORDED PLEASE MAIL TO:
Julie A.K. Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3535 Tenth Street, Suite 300 (Stop #1350)
Riverside, CA 92501

[EXEMPT'6103]

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE: [SUBSTANDARD STRUCTURE AND ACCUMULATION OF RUBBISH]; APN 380-100-005, 36160 ARNETT ROAD, WILDOMAR, RIVERSIDE COUNTY, CALIFORNIA; NORTH RANCH III VENTURES, LLC, OWNER.	CASE NOS. CV 07-9861 and CV 0 8-01964 FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE [R.C.O. Nos. 457 (RCC Title 15), 541 (RCC Title 8) and 725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on November 25, 2008 before the Board of Supervisors of the County of Riverside, State of Californiain the Board Room, First Floor Annex, County Administrative Center, 4080 LemonStreet, Riverside, Californiaregarding the real property described 36160 Arnett Road, Wildomar, Assessor's Parcel Number 380-100-005 and referred to hereinafter as "THE PROPERTY."

Lisa Traczyk, Deputy County Counsel, appeared along with Jim Monroe, Code Enforcement Division Manager, on behalf of the Director of the Code Enforcement Department.

No one appeared on behalf of OWNER.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits, evidencingthe substandard structure (dwelling)and accumulation of rubbish on THE PROPERTY as violations of RiversideCounty Ordinance Nos. 457 (Riverside County Code Title 15) and 541 (Riverside County Code Chapter 8.120), and as a public nuisance.

SUMMARY OF EVIDENCE

1. Documents of record in the Riverside County Recorder's Office identify the owner of THE PROPERTY as North Ranch III Ventures, LLC ("OWNER").

2. Documents of title indicate that other parties potentially hold or allege a legal interest in THE PROPERTY, to wit: Temecula Creek Estates, LLC, J. Harold Street, Lake Elsinore Unified School District, Bank of America, N.A., and Gary and Dona Webb("INTERESTED PARTIES").

3. THE PROPERTY was inspected by Code Enforcement Officers on November 26, 2007, January 7, 2008, March 5, 2008, April 9, 2008, July 24, 2008, October 14, 2008 and November 24, 2008.

4. During each inspection, a substandard structure (dwelling) was observed on THE PROPERTY. The structure was observed to be abandoned, dilapidated and vacant. The structure contained numerous deficiencies, including but not limited to: lack of or improper water closet, lavatory, bathtub, shower or kitchen sink; lack of adequate heating facilities; members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective materials or deterioration; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; general dilapidation or improper maintenance and public and attractive nuisance.

5. During each inspection an accumulation of rubbish was observed throughout THE PROPERTY consisting of but not limited to: 30-45 five gallon buckets of discarded paint and motor oil, sheet metal, building materials, metal, plastic, wood and household trash

6. THE PROPERTY was determined to be in violation of Riverside County Ordinance Nos. 457 (RCC Title 15) and 541 (RCC Chapter 8.120) by the Code Enforcement Officer.

7. *Notice of Noncompliance* for the substandard structure was recorded on January 17, 2008 as Document Number 2008-0026352 and the Notice of Noncompliance for accumulation of rubbish was recorded on March 27, 2008 as Instrument Number 2008-0152673 in the Office of the County Recorder, County of Riverside.

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8. On November 26, 2007, Notice of Violation for the substandard structure, a Notice of Defects, and "Do Not Enter" signs were posted on THE PROPERTY. On March 5, 2008, a Notice of Violation for the accumulation of rubbish was posted on THE PROPERTY. On November 29, 2008, Notices of Violation for the substandard structure were mailed to OWNER by certified mail, return receipt requested. On March 11, 2008, a Notice of Violation and Notice of Defects for the substandard structure was mailed to OWNER and INTERESTED PARTIES by certified mail, return receipt requested. On March 12, 2008, Notice of Violation for accumulated rubbish was mailed to OWNER and INTERESTED PARTIES via certified mail, return receipt requested.

9. On October 10, 2008, the "Notice To Correct County Ordinance Violations and Abate Public Nuisance" providing notice of the public hearing before the Board of Supervisors on November 25, 2008 was mailed by certified mail, return receipt requested, to OWNER and INTERESTED PARTIES and was posted on THE PROPERTY on October 14, 2008.

FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on November 25, 2008 finds and concludes that:

1. WHEREAS, the substandard structure (dwelling) and accumulation of rubbish on the real property located at 36160 Arnett Road, Wildomar, Riverside County, California, also identified as Assessor's Parcel Number 380-100-005 violates Riverside County Ordinance Nos. 457 (RCC Title 15) and 541 (RCC Chapter 8.120) and constitutes a public nuisance.

2. WHEREAS, THE OWNER, occupants and any person having possession or control of THE PROPERTY should abate the substandard structure (dwelling) by razing, removing and disposing of the substandard structure, including the removal and disposal of all structural debris and materials and contents therein, or by reconstruction and rehabilitation of said structure provided that said reconstruction or demolition can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 (RCC Title 15) within ninety (90) days.

3. WHEREAS, THE OWNER, occupants and any other person having possession or control of THE PROPERTY should abate the accumulation of rubbish by removing and disposing of

any remaining rubbish on THE PROPERTY in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 within ninety (90) days.

4. WHEREAS, THE OWNER IS HEREBY FURTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the substandard structure (dwelling) on THE PROPERTY be abated by the OWNER, specifically North Ranch III Ventures, LLC, or anyone having possession or control of THE PROPERTY, by razing and removing the substandard structure including the removal and disposal of all structural debris and materials, as well as the contents therein, or by reconstruction and rehabilitation of said structure provided such reconstruction and rehabilitation can be accomplished in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457 within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if the substandard structure (dwelling) is not razed, removed and disposed of, or reconstructed and rehabilitated in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 457, within ninety (90) days of the posting and mailing of this Order to Abate Nuisance, the substandard structure, contents therein, and structural debris and materials, shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of the owner's consent or a Court Order, where necessary, under applicable law authorizing entry onto THE PROPERTY.

FURTHERMORE, THE OWNER is ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing by a duly licensed and certified asbestos consultant; and, prior to the abatement ordered hereinabove, to secure the removal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid

citations and/or fines by South Coast Air Quality Management District (SCAQMD).

IT IS FURTHER ORDERED that any remaining accumulated rubbish on THE PROPERTY be abated by THE OWNER or anyone having possession or control of THE PROPERTY by removing and disposing of all rubbish on THE PROPERTY in strict accordance with all Riverside County Ordinances, *including but not limited to* Riverside County Ordinance Nos. 541 (RCC Chapter 8.120), within ninety (90) days of the posting and mailing of this Order to Abate Nuisance.

IT IS FURTHER ORDERED that if any remaining accumulated rubbish is not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 541 (RCC Chapter 8.120) within ninety (90) days of the date of this Order to Abate Nuisance, the accumulation of rubbish shall be abated and disposed of by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order when necessary under applicable law.

IT IS FURTHER ORDERED that reasonable abatement costs, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code section 25845 and Riverside County Ordinance Nos. 457 (RCC Title 15), 541 (RCC Title 8), and 725 (RCC Chapter 1.16). Under Riverside County Ordinance No. 725, "abatement costs" means "any costs or expenses reasonably related to the abatement of conditions which violate County Land Use Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and administrative costs, attorneys fees, and the costs associated with the removal or correction of the violation." Reasonable abatement costs accrued by the Code Enforcement Department will be recoverable from THE

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OWNER even if THE PROPERTY is brought into compliance within ninety (90) days of the date of this Order to Abate Nuisance.

Dated: _____

COUNTY OF RIVERSIDE

By _____
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk to the Board

By

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: _____ 9/6/09
ELENA M. BOEVA DATE

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

337A

FROM: FIRE DEPARTMENT

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Volunteer Firefighter Week

RECOMMENDED MOTION: That the Board of Supervisors declare April 19, 2009 – April 25, 2009 as Volunteer Firefighter Week in the County of Riverside and approve the attached proclamation.

BACKGROUND: The week of April 19 - 25, 2009 is the Annual National Volunteer Week. Our Department urges the Board of Supervisors to recognize Riverside County's Volunteer Firefighters for the dedicated service they give to the citizens of Riverside County by proclaiming April 19 - 25, 2009 as Volunteer Firefighter Week in Riverside County.

D9iasDepartmental Concurrence

Diane Sinclair, Deputy Director, Administration
For John R. Hawkins, County Fire Chief

FINANCIAL DATA	**Current F.Y. Total Cost:**	$	**In Current Year Budget:**	
	Current F.Y. Net County Cost:	$	**Budget Adjustment:**	
	Annual Net County Cost:	$	**For Fiscal Year:**	

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 2.13

COUNTY OF RIVERSIDE
PROCLAMATION

PROCLAMING VOLUNTEER FIREFIGHTER WEEK

WHEREAS, the Volunteer Firefighters of Riverside County do, year in and year out, give untold hours of their time to protect the lives and property of the citizens of our county from fires, emergencies, and disasters of all types and save the taxpayers of the county millions of dollars annually due to their training, dedication to duty and competence; and

WHEREAS, the dedication of approximately 700 professionally trained men and women throughout Riverside County, serving as Volunteer Firefighters, is evident as they readily respond night and day to calls for assistance; and

WHEREAS, our Volunteer Firefighters leave the safety and comfort of their own homes to assist not only with the very dangerous suppression of fires but also with all types of medical emergencies and disaster situations; and

WHEREAS, our Volunteer Firefighters work with the employees of the California Department of Forestry and Fire Protection and Riverside County Fire Department; and

WHEREAS, the Annual National Volunteer Week is April 19 through April 25, 2009, now therefore,

BE IT PROCLAIMED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on April 21, 2009, that this Board proclaims the week of April 19 through April 25, 2009 as "Volunteer Firefighter Week" throughout the County of Riverside and calls upon all citizens and civic organizations to acquaint themselves with and recognize the important role played in our safety and well-being by the Volunteer Firefighters in this County.

BOB BUSTER
Supervisor, First District

JOHN TAVAGLIONE
Supervisor, Second District

JEFF STONE
Supervisor, Third District

ROY WILSON
Supervisor, Fourth District

MARION ASHLEY
Supervisor, Fifth District

3484

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: April 2, 2009

SUBJECT: Child Abuse & Neglect Awareness and Sexual Assault Awareness Month

RECOMMENDED MOTION: That the Board of Supervisors proclaim April 2009 as Child Abuse & Neglect Awareness and Sexual Assault Awareness month and support April 22, 2009 as "Wear Denim Day"

BACKGROUND: Child abuse and neglect and sexual assault are serious problems profoundly affecting the physical, emotional, mental and social wellbeing of victims. April is nationally recognized as Child Abuse and Neglect Prevention Month and Sexual Assault Awareness Month. April 22nd is recognized as "Wear Denim Day" in effort to dispel myths and injustices regarding sexual assault. With leadership and commitment progress can be made to create short and long term solutions to the endemic problem of child abuse and neglect and sexual violence in Riverside County. We ask the Board of Supervisors to proclaim April 2009 as Child Abuse and Neglect Awareness and Sexual Assault Awareness Month and April 22, 2009 as "Wear Denim Day".

Departmental Concurrence

Rod Pacheco, District Attorney

Stanley Sniff, Sheriff - Coroner

Susan Loew, Director, Department of Public Social Services

Douglas Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	08/09

SOURCE OF FUNDS: No funds to be used.

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Dep't Recomm.: ☐ Policy ☒ Consent

Per Exec. Ofc.: ☐ Policy ☒ Consent

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.14

Office of the County Supervisor

WHEREAS, sexual assault and child abuse and neglect are intolerable violent crimes with public health implications for every person in Riverside County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own-we must work together to educate our entire population about what can be done to prevent sexual assault and child abuse and neglect, support victim/survivors and their significant others, and increase support for agencies providing services to victim survivors; and

WHEREAS, ending sexual assault in Riverside County must include active public and private efforts to Speak Out Against Sexual Violence and Child Abuse in collaboration with Riverside County Regional Medical Center, District Attorney, Department of Public Social Services and County Sheriff, including conversation of what sexual violence and child and neglect are, how to prevent it, and how to help survivors connect with crucial counseling and other support services, and how every segment of our society can work together to better address sexual violence and child abuse and neglect; and

WHEREAS, staff and volunteers of sexual assault programs in Riverside county work year round to encourage every person in Riverside County to Speak Out Against Sexual Violence and Child Abuse to support survivors by providing education and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault and child abuse and neglect issues;

WHEREAS, Riverside County has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those most profoundly and directly impacted by sexual violence, thus setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence;

WHEREAS, Riverside County requests public support and assistance as it continues its efforts to bring real hope for freeing Riverside County from the tragedy of sexual violence to create a future where all women, men, and children can live free from violence and exploitation;

NOW, THEREFORE, the Board of Supervisors does hereby proclaim the month of April as CHILD ABUSE & NEGLECT AWARENESS MONTH and SEXUAL ASSAULT AWARENESS MONTH and proclaim April 22nd, 2009 as Denim Day, in recognition of efforts to dispel myths and injustices regarding child abuse and neglect and sexual assault in Riverside County and commend this observance to all citizens.

322A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

SUBMITTAL DATE: 04/09/2009

SUBJECT: MEDICAL STAFF APPOINTMENTS, REAPPOINTMENTS, AND CLINICAL PRIVILEGES

RECOMMENDED MOTION: Request approval by the Board of Supervisors of appointments, reappointments, and clinical privileges.

BACKGROUND: The Medical Executive Committee on April 9, 2009 recommended to refer the following items to the Board of Supervisors for review and action.

A. Approval of Medical Staff Appointments and Clinical Privileges:

1.	TUGGLE, Allen Q., MD	Obstetric/Gynecology	Provisional
2.	HARKLESS, Lawrence B., DPM	Ortho: Podiatry	Provisional
3.	WELLMAN, Lorraine S., PhD	Family Medicine	Provisional
4.	GEBREMEDHIN, Efrem H., MD	Medicine	Provisional

B. Approval of Allied Health Professional Privileges:

1.	CHANG, Katy K., PNP	Ped: Nurse Practitioner

C. Approval of Additional Privilege without Proctoring:

1.	THOMPSON, Gary, DO	Medicine	Moderate Sedation Priv.

D. Approval of Reappointments 04/30/2009 -- 04/30/2011 (See attachment)

Douglas D. Bagley, Hospital Director

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: Not Applicable

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

☐ Policy ☐ Policy

☒ Consent ☒ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** #E2015. | **Agenda Number:** 2.15

Form 11 (Rev 06/2003)

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
MEDICAL STAFF REAPPOINTMENTS

The Credentials Committee is submitting the following reappointment recommendations for review and action. The RCRMC Medical Staff member has met the reappointment standards and requirements set forth in the Medical Staff Bylaws, Rules and Regulations.

Department	Staff Status	Reappointment Period		Recommendation
ANESTHESIOLOGY				
Alfred C. Ma, M.D., Ph.D., MBA	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
David J. Ninan, D.O.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
EMERGENCY MEDICINE				
David M. Englander, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
FAMILY MEDICINE				
Armaghan (Armi) Azad, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
Galen C. Huang, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
Thuy T.M. (Ashley) Nguyen, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
MEDICINE				
Behnam Ebrahimi, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated, with the exception of Bone Marrow Biopsy & Aspiration (due to insufficient proctoring).
PSYCHIATRY				
Olayinka A. Kamson, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
SURGERY				
Edward P. Tagge, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.
SURGERY: HEAD/NECK SUR				
John Y. Kim, M.D.	Active	4/30/09	4/30/11	Renewal, current staff category and privileges as delineated.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
ALLIED HEALTH REAPPOINTMENTS

The Interdisciplinary Practice Committee is submitting the following reappointment recommendations for review and action. The RCRMC Allied Health Professional has met the reappointment standards and requirements set forth in the Medical Staff Bylaws, Rules and Regulations.

Department	Staff Status	Reappointment Period		Recommendation
ORTHOPEDIC SURGERY				
Chad Sweetnam, PA-C	AHP	4/30/09	4/30/11	Renewal, AHP appointment Physician Assistant practice privileges.

309A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Riverside County Regional Medical Center Foundation

SUBMITTAL DATE: 4/1/2009

SUBJECT: Proclaiming Saturday, May 2, 2009 as "Riverside County Regional Medical Center Foundation's Spring Garden Tour Day" in support of the Center of Excellence for Abuse Services at Riverside County Regional Medical Center.

RECOMMENDED MOTION: That the Board of Supervisors proclaim Saturday, May 2, 2009 as "Riverside County Regional Medical Center Foundation's Spring Garden Tour Day" in support of the Center of Excellence for Abuse Services at Riverside County Regional Medical Center.

BACKGROUND: The Riverside County Regional Medical Center Foundation's "Spring Garden Tour" was created to raise funds to benefit the Child Abuse and Neglect Unit at Riverside County Regional Medical Center. The RCRMC Foundation Board of Directors recognizes that these serious problems profoundly affect the physical, emotional, mental and social well being of victims and is committed to supporting the excellence in service provided by the staff of the CAN Unit. Now in its fourteenth year, the Spring Garden Tour continues to be a popular community event.

Douglas D. Bagley

Douglas Bagley, Hospital Director

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	07/08

SOURCE OF FUNDS: No County funds will be used

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Debra Cournoyer

Dep't Recomm.: ☐ Policy ☐ Consent

Per Exec. Ofc.: ☐ Policy ☒ Consent

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.16

Office of the County Supervisor

WHEREAS, the Riverside County Board of Supervisors approved the establishment of the Riverside County Regional Medical Center Foundation in 1989, and

WHEREAS, the purpose of the Riverside County Regional Medical Center Foundation is to undertake and promote programs to assist the development, improvement and maintenance of adequate Hospital medical care and facilities at Riverside County Regional Medical Center and

WHEREAS, the Riverside County Regional Medical Center Foundation assists with promoting the development and improvement of the facilities, equipment and programs at Riverside County Regional Medical Center through grants, gifts, bequests, and otherwise, and

WHEREAS, the Riverside County Regional Medical Center Foundation recognizes that child abuse and neglect are intolerable violent crimes with public health implications for every person in Riverside County as a victim/survivor or as a family member, neighbor or co-worker of a victim/survivor, and

WHEREAS, the Riverside County Regional Medical Center Foundation holds an annual fundraising event, the "Spring Garden Tour" to benefit the Child Abuse and Neglect Unit at Riverside County Regional Medical Center, and is committed to promoting and supporting the excellence in services provided by the staff, and

WHEREAS, the fourteenth annual Spring Garden Tour will be held in Riverside on Saturday, May 2, 2009.

NOW, THEREFORE, the Board of Supervisors does hereby proclaim Saturday, May 2, 2009 as THE RIVERSIDE COUNTY REGIONAL MEDICAL CENTER FOUNDATION'S SPRING GARDEN TOUR DAY in recognition of the Foundation's efforts to promote and benefit the Child Abuse and Neglect Unit at Riverside County Regional Medical Center in providing services for the victims of injustices they serve in Riverside County and commend this observance to all citizens.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

306B

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 20, 2009

SUBJECT: Tract 25012-1
A Schedule "B" Subdivision in Mead Valley Area
Extension of Time Agreements

RECOMMENDED MOTION: That the Board approve the attached agreements (which grant an extension of time for twelve months to complete improvements).

BACKGROUND: On November 7, 2006, the Board entered into agreements with Joseph Nicholas Homes, Inc. for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Travelers Casualty and Surety Company as follows:

$1,848,500 - Bond #B34231268 for the completion of street improvements
$391,500 - Bond #B34231268 for the completion of the water system
$476,500 - Bond #B34231268 for the completion of the sewer system
$61,600 - Bond #B34231269 for the completion of the monumentation

The developer requests an extension of time for the completion of this project. Our records indicate that this project is approximately 90% completed for streets and utility work. The agreements for the extension of time have been approved by County Counsel.

Juan C. Perez
Director of Transportation

HS:lf
Submittals: Vicinity Map
Road/Drainage Imprv Agrmts
Water System Imprv Agrmts
Sewer System Imprv Agrmts
Monumentation Agreements

REVIEWED BY EXECUTIVE OFFICE
DATE 4/14/09 Tina Grande
Environmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA DATE 3/19/09

☐ Policy ☐ Policy
☒ Consent ☒ Consent
Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref. 11/07/06 - 2.12 | **District:** 1 | **Agenda Number:** 2.17

Form 11p (Rev 07/2007)

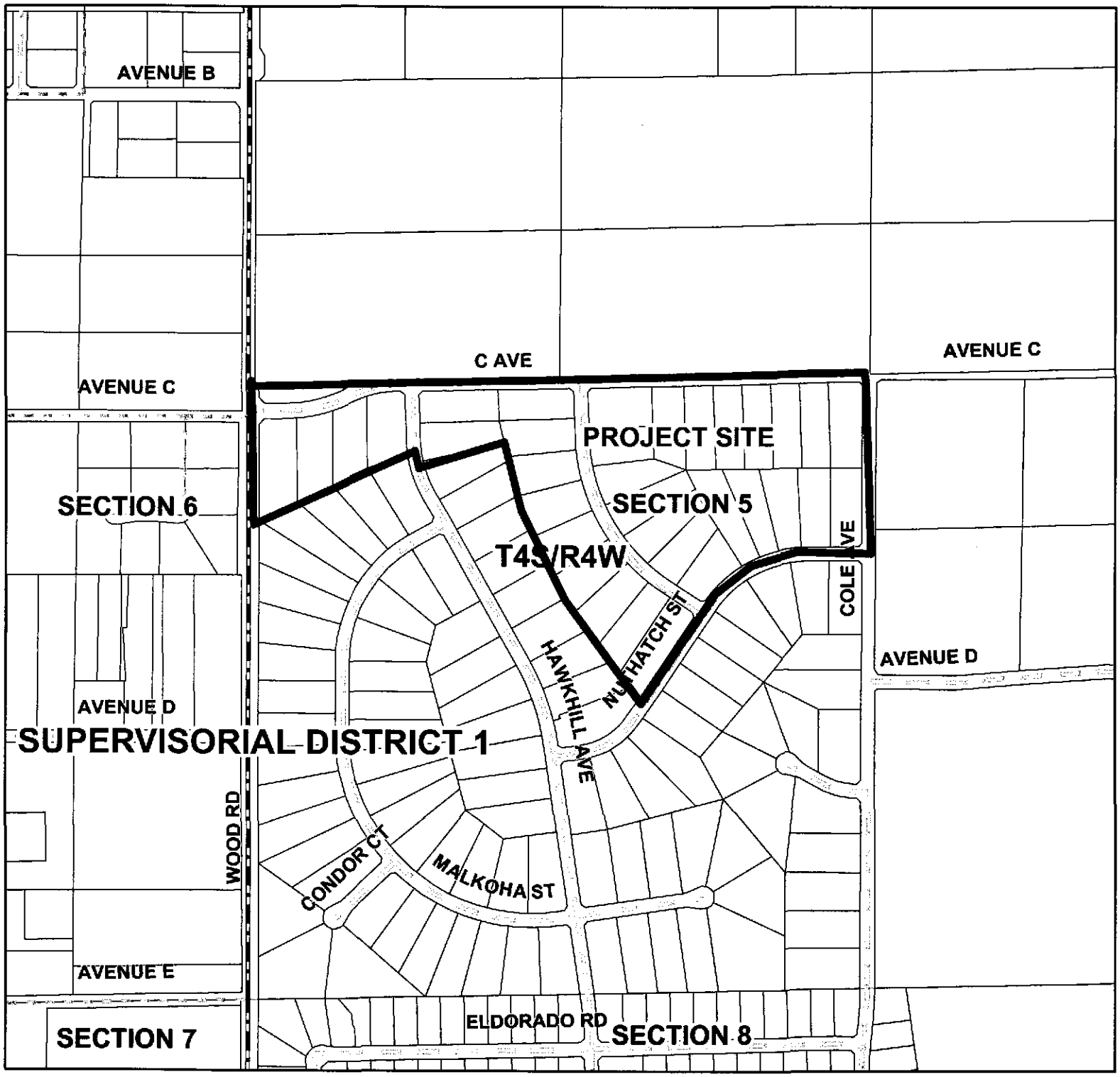
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Feet
0 295 590 1,180
1 inch = 583 feet
Orthophotos Flown April 2007
Printed by lfoster on 2/25/09

Vicinity Map

Tract 25012-1

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



N

Roadway Legend

- FEDERAL AID INTERSTATE; STATE HIGHWAYS
- F.A.S./F.A.U. MAINTAINED
- PAVED SURFACE MAINTAINED
- GRAVELED SURFACE MAINTAINED
- DIRT SURFACE MAINTAINED
- ACCEPTED FOR PUBLIC USE
- NON-COUNTY ROAD
- CITY ROAD
- UNDEFINED
- ABANDON
- VACATED
- CITY OR WILDOMAR MAINTAINED
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

304B

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 20, 2009

SUBJECT: Tract 30347-2
A Schedule "A" Subdivision in the Temecula Area
Extension of Time Agreements

RECOMMENDED MOTION: That the Board approve the attached agreements (which grant an extension of time for twelve months to complete improvements).

BACKGROUND: On October 16, 2007, the Board entered into agreements with McMillin Morgan Hill, LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Insurance Company of the West as follows:

$525,000 - Bond #2127556 for the completion of street improvements
$9,350 - Bond #2127556 for the completion of the water system
$27,650 - Bond #2127556 for the completion of the sewer system
$107,000 - Bond #2127552 for the completion of the monumentation

The developer requests an extension of time for the completion of this project. Our records indicate that this project is approximately 48% completed for streets and utility work. The agreements for the extension of time have been approved by County Counsel.

Juan C. Perez
Director of Transportation

HS:lf
Submittals: Vicinity Map
Road/Drainage Imprv Agrmts
Water System Imprv Agrmts
Sewer System Imprv Agrmts
Monumentation Agreements

REVIEWED BY EXECUTIVE OFFICE
DATE 4/14/09
Departmental Concurrence Tina Grande

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA DATE 3/20/09

Dep't Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref. 10/16/07 - 2.31 | **District:** 3 | **Agenda Number:** 2.18

Form 11p (Rev 07/2007)

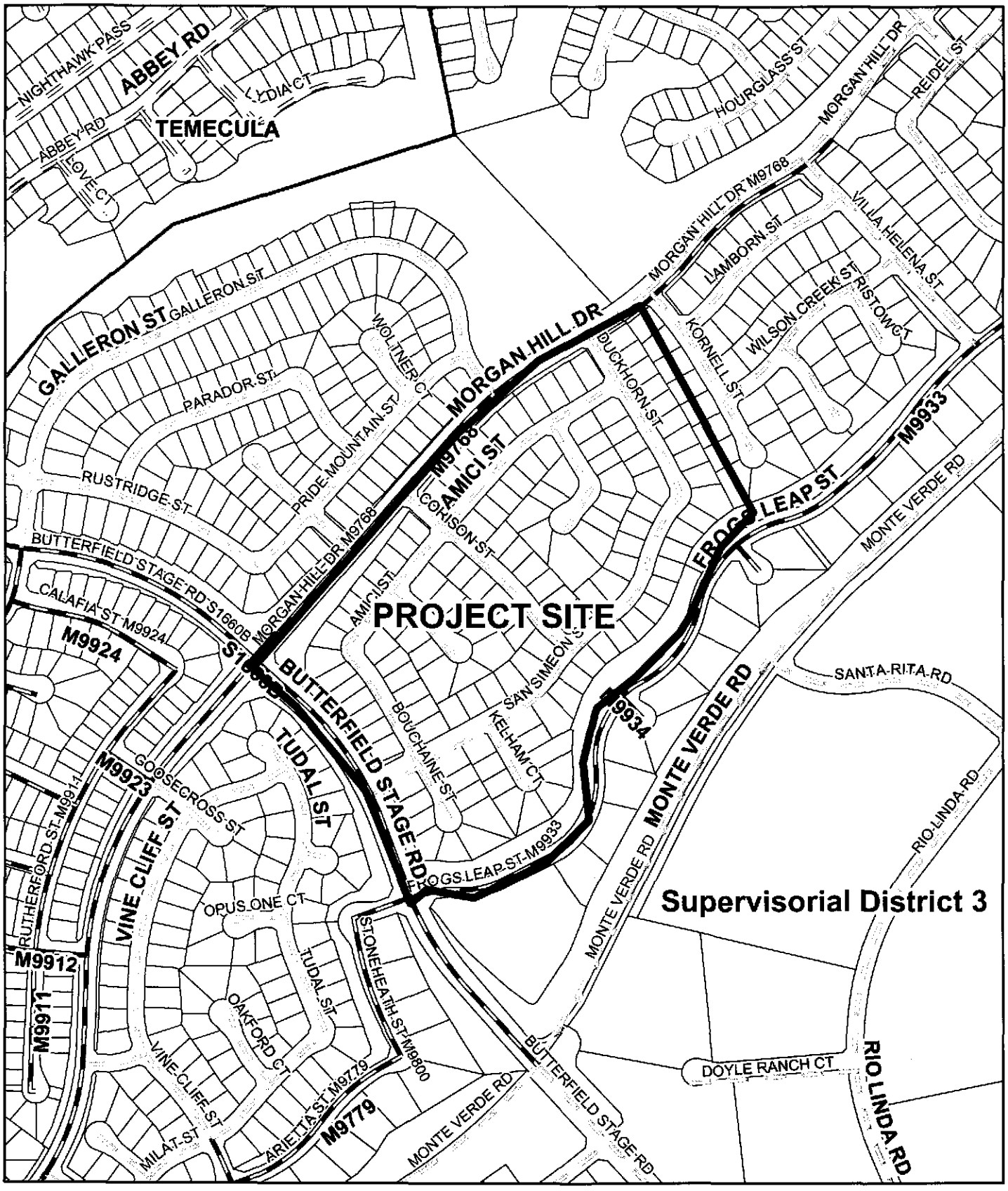
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Feet
0 245 490 980
1 inch = 475 feet
Orthophotos Flown April 2007
Printed by lfoster on 3/30/09

Tract 30347-2

Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3058

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 20, 2009

SUBJECT: Tract 30791
A Schedule "A" Subdivision in the Murrieta Area
Extension of Time Agreements

RECOMMENDED MOTION: That the Board approve the attached agreements (which grant an extension of time for twelve months to complete improvements).

BACKGROUND: On October 3, 2006, the Board entered into agreements with Capital Pacific Holdings, LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Fidelity and Deposit Company of Maryland as follows:

$877,500 - Bond #08765900 for the completion of street improvements
$129,500 - Bond #08765900 for the completion of the water system
$180,500 - Bond #08765900 for the completion of the sewer system
$29,900 - Bond #08847501 for the completion of the monumentation

The developer requests an extension of time for the completion of this project. Our records indicate that this project is approximately 80% completed for streets and utility work. The agreements for the extension of time have been approved by County Counsel.

Juan C. Perez
Director of Transportation

HS:lf
Submittals: Vicinity Map
Road/Drainage Agrmts
Water System Agrmts
Sewer System Agrmts
Monumentation Agrmts

REVIEWED BY EXECUTIVE OFFICE
DATE 4/14/09 Tina Grande
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA DATE 4-2-09

Dep't Recomm.:	☒ Consent	☐ Policy
Per Exec. Ofc.:	☒ Consent	☐ Policy

Prev. Agn. Ref. 10/03/06 - 2.28 | **District:** 3 | **Agenda Number:** 2.19

Form 11p (Rev 07/2007)

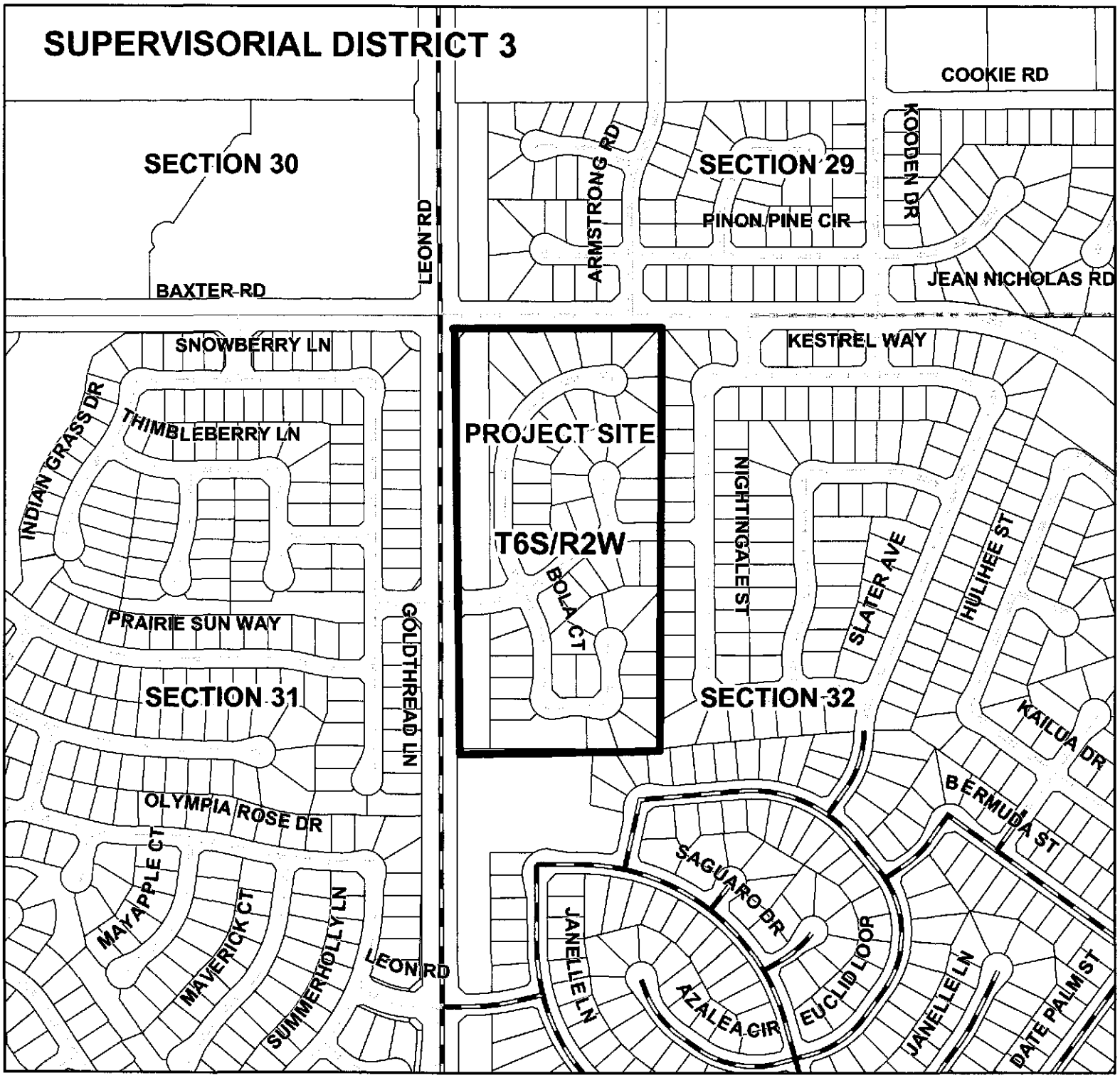
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Feet
0 210 420 840
1 inch = 417 feet
Orthophotos Flown April 2007
Printed by tlosler on 3/19/09

Vicinity Map

Tract 30791

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



N

Roadway Legend

- FEDERAL AID INTERSTATE; STATE HIGHWAYS
- F.A.S./F.A.U. MAINTAINED
- PAVED SURFACE MAINTAINED
- GRAVELED SURFACE MAINTAINED
- DIRT SURFACE MAINTAINED
- ACCEPTED FOR PUBLIC USE
- NON-COUNTY ROAD
- CITY ROAD
- UNDEFINED
- ABANDON
- VACATED
- CITY OR WILDOMAR MAINTAINED
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 303B

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Vacation of the "Right to Accept" a portion of 11th Street, in the Nuevo area, Fifth Supervisorial District.

RECOMMENDED MOTION: Adopt Resolution No. 2009-040, Vacation of the "Right to Accept" a portion of 11th Street.

BACKGROUND: The applicant has requested that this portion of 11th Street be vacated because a portion of the applicant's house structure is encroaching into the 11th Street right-of-way. The Riverside County Fire Department has no objection to the vacation, and based on their input, the limits to be vacated are between Gibson Avenue and Converse Avenue. Approved Tentative Tract Map No.32165 will effectively vacate the rest of 11th Street north of Montgomery Avenue. Letters were sent to all adjacent property owners and no letters of opposition were received. No access will be eliminated to any parcels, and the Transportation Department has no objection to the vacation.

Juan C. Perez
Director of Transportation

WJH
Attachments: Resolution No. 2009-040
Exhibit "A" and "B"

REVIEWED BY EXECUTIVE OFFICE
DATE 4/14/09 9:17am
Tina Grande

FORM APPROVED COUNTY COUNSEL
BY: Cynthia M. Gunzel DATE 4-9-09
SYNTHIA M. GUNZEL

Dept'l Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

Departmental Concurrence

Prev. Agn. Ref.	District: 5	Agenda Number: 2.20

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-040

SUMMARILY VACATING THE RIGHT TO ACCEPT THE
DEDICATION OF A PORTION OF 11TH STREET,
IN THE NUEVO AREA
(AB 07032)
(Fifth Supervisorial District)

WHEREAS, the hereinafter-described, portion of 11th Street, as shown on the Map of Sierra Vista Orange Lands, filed in book 8, page 12 of maps, Records of Riverside County, California.

WHEREAS, The offer of dedication of 11th Street has not been accepted by the County of Riverside and;

WHEREAS, the hereinafter-described portion of 11th Street Avenue is not necessary and is excess Right of Way, and not required for public street or highway purposes, now, therefore;

RESOLUTION NO. 2009-040

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2009, as follows;

1. Pursuant to Section 8334(a) of the Streets and Highways Code that the hereinafter-described portion 11th Street is excess Right-of-Way, is no longer required for public street and highway purposes and is hereby summarily vacated.

2. That the herein-described of 11th Street is unnecessary for present or prospective public use, including use as a non-motorized transportation facility.

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO
AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF

EXCEPTING AND RESERVING from the vacation an easement for any existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove, or renew such facilities, pursuant to section 8340 of the Streets and Highways Code.

RESOLUTION NO. 2009-040

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board is directed to cause a certified copy of this resolution to be recorded in the office of the Recorder of the County of Riverside, California.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4-9-09
SYNTHIA M. GUNZEL DATE

WJH

W.O. # AB 07032

EXHIBIT "A"

LEGAL DESCRIPTION
VACATION OF THE RIGHT TO ACCEPT
A PORTION OF 11TH STREET
AB 07032

THOSE PORTIONS OF BLOCKS 7, 13 AND 14 AS SHOWN ON THE MAP OF SIERRA VISTA ORANGE LANDS, BOOK 8, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF 11TH STREET IN THE UNINCORPORATED AREA OF SAID COUNTY, LOCATED IN THE SAN JACINTO NUEVO RANCHO, PROJECTED SECTION 19 TOWNSHIP 4 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CONVERSE AVENUE AND THE CENTERLINE OF ELEVENTH STREET AS SHOWN ON SAID MAP;

THENCE ALONG SAID CENTERLINE, NORTH 35°00'00" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE PROLOGATION OF THE NORTHWESTERLY RIGHT OF WAY OF SAID CONVERSE AVENUE, AND THE **TRUE POINT OF BEGINNING**:

THENCE AT RIGHT ANGLES TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID 11TH STREET, NORTH 55°00'00" EAST, A DISTANCE OF 30.00 FEET TO A POINT IN THE SAID RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 35°00'00" WEST, A DISTANCE OF 562.48 FEET TO AN ANGLE POINT;

THENCE NORTH, 202.64 FEET TO ITS INTERSECTION WITH THE PROLONGATION NORTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF GIBSON AVENUE AS SHOWN ON PARCEL MAP 6448, BOOK 18, PAGE 41 OF MAPS, RECORDS OF SAID COUNTY;

THENCE SOUTHWESTERLY ALONG SAID PROLONGATION, SOUTH 44°50'30" WEST A DISTANCE OF 85.09 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF SAID 11TH STREET;

THENCE SOUTH 161.23 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO AN ANGLE POINT AS SHOWN ON SAID MAP, SAID ANGLE POINT BEING 41.4 FEET +/- NORTHWESTERLY FROM THE NORTHWESTERLY RIGHT OF WAY LINE OF GIBSON AVENUE, AS SHOWN ON SAID MAP, BOOK 8, PAGE 12;

THENCE SOUTH 35°00'00" EAST, ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 11TH STREET, 41.4 FEET +/- TO ITS INTERSECTION WITH THE SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID GIBSON AVENUE AS SHOWN ON SAID MAP;

EXHIBIT "A"

LEGAL DESCRIPTION
VACATION OF THE RIGHT TO ACCEPT
A PORTION OF 11TH STREET
AB 07032

THENCE SOUTH 55°00'00" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 14.00 FEET TO THE MOST NORTHERLY CORNER OF THAT PROPERTY ABANDONED BY A RESOLUTION OF THE BOARD OF SUPERVISORS, RECORDED NOVEMBER 7, 1968 AS INSTRUMENT NO. 107134, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 35°00'00" EAST ALONG SAID RESOLUTION LINE A DISTANCE OF 60.00 FEET TO A POINT ON SOUTHEASTERLY RIGHT OF WAY LINE OF SAID GIBSON AVENUE;

THENCE NORTH 55°00'00" EAST, ALONG SAID RIGHT OF WAY A DISTANCE OF 14.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SAID 11TH STREET;

THENCE SOUTH 35°00'00" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 480.00 FEET;

THENCE NORTH 55°00'00" EAST ALONG THE PROLOGATION OF THE NORTHWESTERLY RIGHT OF WAY OF SAID CONVERSE AVENUE, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THIS PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

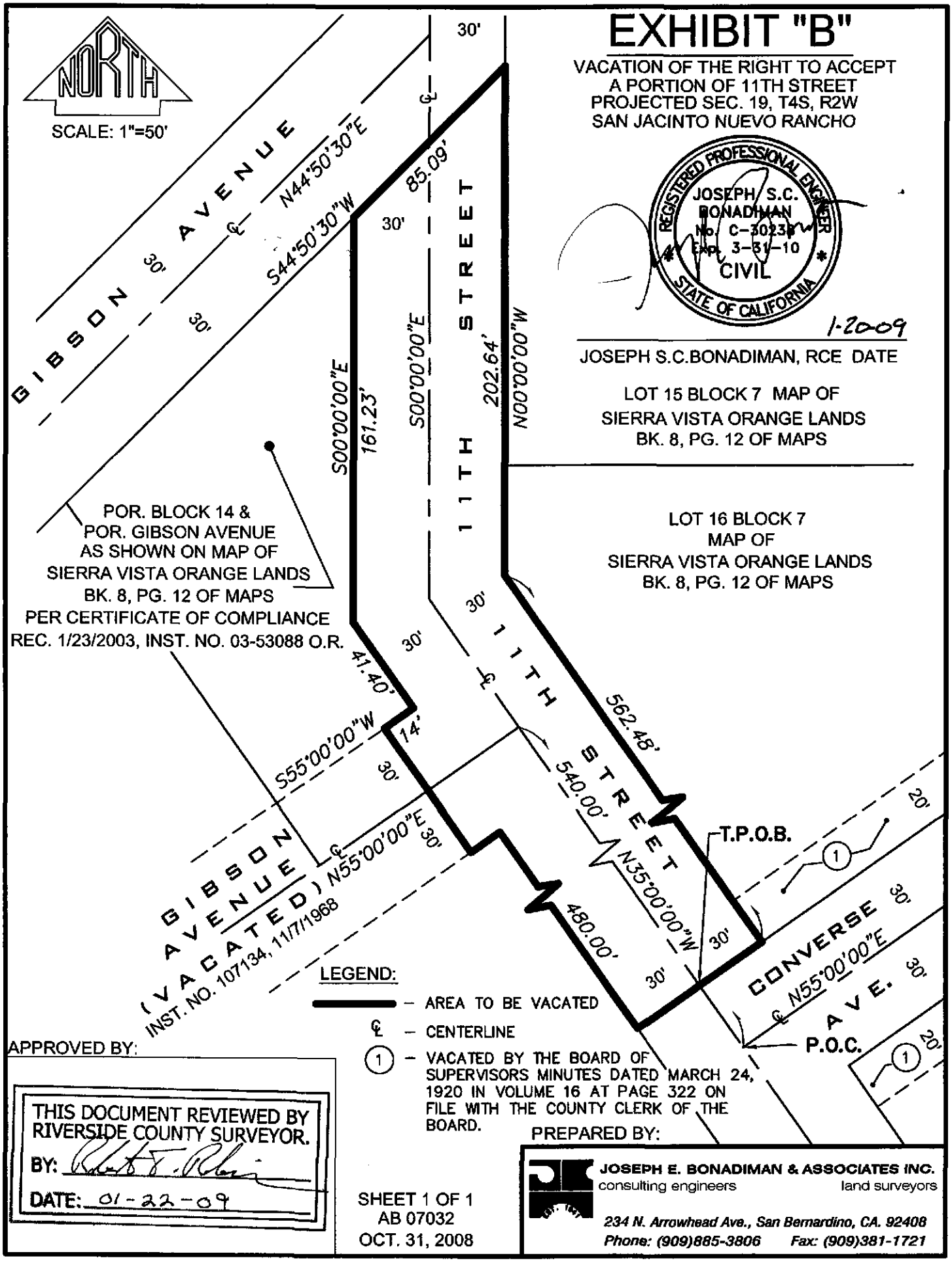
AREA: 1.06 ACRES

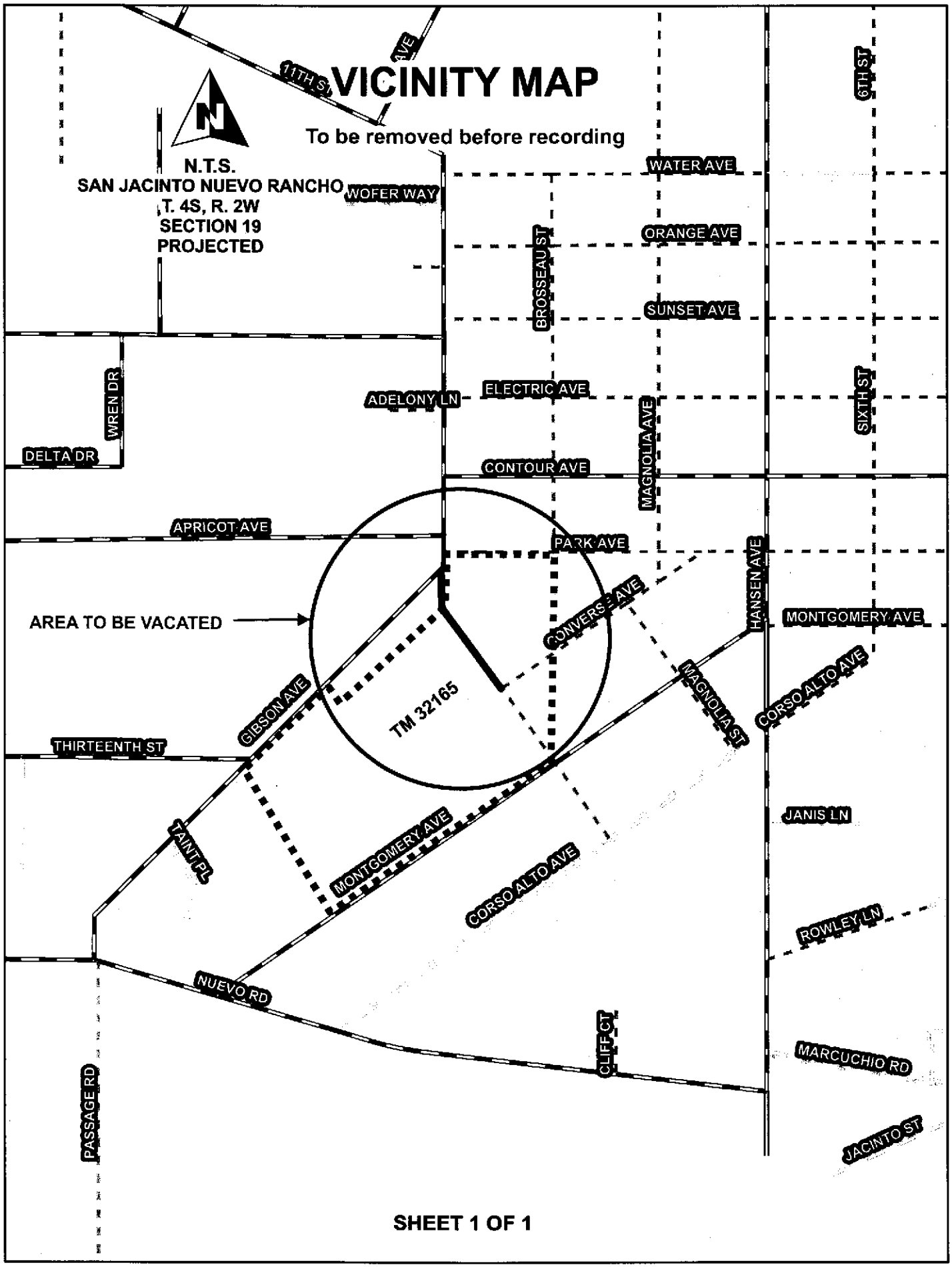
1-2009

Joseph S.C. Bonadiman, RCE Date

REGISTERED PROFESSIONAL ENGINEER
JOSEPH S.C. BONADIMAN
No. C-30238
Exp. 3-31-10
CIVIL
STATE OF CALIFORNIA

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert F. Robinson
DATE: 01-22-09


NORTH
SCALE: 1"=50'
EXHIBIT "B"
VACATION OF THE RIGHT TO ACCEPT
A PORTION OF 11TH STREET
PROJECTED SEC. 19, T4S, R2W
SAN JACINTO NUEVO RANCHO
REGISTERED PROFESSIONAL ENGINEER
JOSEPH S.C. BONADIMAN
No. C-30238
Exp. 3-31-10
CIVIL
STATE OF CALIFORNIA
1-2009
JOSEPH S.C.BONADIMAN, RCE DATE
LOT 15 BLOCK 7 MAP OF
SIERRA VISTA ORANGE LANDS
BK. 8, PG. 12 OF MAPS
LOT 16 BLOCK 7
MAP OF
SIERRA VISTA ORANGE LANDS
BK. 8, PG. 12 OF MAPS
POR. BLOCK 14 &
POR. GIBSON AVENUE
AS SHOWN ON MAP OF
SIERRA VISTA ORANGE LANDS
BK. 8, PG. 12 OF MAPS
PER CERTIFICATE OF COMPLIANCE
REC. 1/23/2003, INST. NO. 03-53088 O.R.
GIBSON AVENUE
30'
30'
N44°50'30"E
S44°50'30"W
11TH STREET
30'
85.09'
S00°00'00"E
161.23'
S00°00'00"E
202.64'
N00°00'00"W
30'
30'
41.40'
S55°00'00"W
14'
30'
562.48'
540.00'
N35°00'00"W
480.00'
30'
30'
GIBSON AVENUE (VACATED) N55°00'00"E
INST. NO. 107134, 11/7/1968
30'
T.P.O.B.
20'
1
CONVERSE AVE.
30'
N55°00'00"E
30'
P.O.C.
20'
1
LEGEND:
AREA TO BE VACATED
CENTERLINE
1 - VACATED BY THE BOARD OF SUPERVISORS MINUTES DATED MARCH 24, 1920 IN VOLUME 16 AT PAGE 322 ON FILE WITH THE COUNTY CLERK OF THE BOARD.
APPROVED BY:
THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY:
DATE: 01-22-09
SHEET 1 OF 1
AB 07032
OCT. 31, 2008
PREPARED BY:
JOSEPH E. BONADIMAN & ASSOCIATES INC.
consulting engineers
land surveyors
234 N. Arrowhead Ave., San Bernardino, CA. 92408
Phone: (909)885-3806
Fax: (909)381-1721


VICINITY MAP
To be removed before recording
N.T.S.
SAN JACINTO NUEVO RANCHO
T. 4S, R. 2W
SECTION 19
PROJECTED
11TH ST
AVE
6TH ST
WOFER WAY
WATER AVE
ORANGE AVE
BROSSEAU ST
SUNSET AVE
WREN DR
ADELONY LN
ELECTRIC AVE
SIXTH ST
DELTA DR
CONTOUR AVE
MAGNOLIA AVE
APRICOT AVE
PARK AVE
HANSEN AVE
AREA TO BE VACATED
CONVERSE AVE
MONTGOMERY AVE
TM 32165
GIBSON AVE
MAGNOLIA ST
CORSO ALTO AVE
THIRTEENTH ST
JANIS LN
TAINT PL
MONTGOMERY AVE
CORSO ALTO AVE
ROWLEY LN
NUEVO RD
CLIFF CT
MARCUCHIO RD
PASSAGE RD
JACINTO ST

SHEET 1 OF 1

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

302B

FROM: TLMA - Transportation Department

SUBMITTAL DATE: April 13, 2009

SUBJECT: Accepting a portion of Lime Drive for public road and utility purposes, in the Blythe area, Fourth Supervisorial District.

RECOMMENDED MOTION: Adopt Resolution No. 2009-045, accepting a portion of Lime Drive for public road and utility purposes, but not into the County Maintained Road System.

BACKGROUND: The Riverside County Transportation Department is requesting this acceptance for public use prior to improving the road. The Transportation Department in conjunction with the Economic Development Agency is paving the existing dirt portion of Lime Drive. The newly paved surface will provide access to the Desert Alliance for Community Empowerment park site.

Juan C. Perez
Director of Transportation

AM
Attachment: Resolution No. 2009-045
Exhibit "A"

REVIEWED BY EXECUTIVE OFFICE
DATE 4/13/09 Tina Grande
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 4.9.09
SYNTHIA M. GUNZEL

Dep't Recomm.:	Per Exec. Ofc.:
☒ Consent	☒ Consent
☐ Policy	☐ Policy

Prev. Agn. Ref.	District: 4	Agenda Number:
		2.21

Form 11p (Rev 07/2007)

BOARD OF SUPERVISORS COUNTY OF RIVERSIDE

RESOLUTION NO 2009-045

ACCEPTING A PORTION OF LIME DRIVE, IN THE MESA VERDE AREA, FOR PUBLIC USE.

(Fourth Supervisorial District)

WHEREAS, the hereinafter described portion of Lime Drive was offered for dedication for public road and public utility purposes by the document hereinafter-referred to, which offer of dedication have not been previously accepted for public use by the County of Riverside, now, therefore;

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on_____ , 2009, that this Board accepts the offer of dedication and recognizes that said road is a public road open for use by the general public;

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this acceptance is for the purpose of vesting title in the County of Riverside on behalf of the public for public road and utility uses, and is not an acceptance of the road into the County Maintained Road System pursuant to Section 941 of the Streets and Highways Code and that said road will not become part of the County Maintained Road System unless subsequently accepted into said Maintained Road System by a resolution adopted by this Board;

Resolution No. 2009-045

Said road is in the County of Riverside, State of California, and is described as follows:

LIME DRIVE (See Exhibit "A")

Lime Drive (60.00 feet wide), the northerly 50.00 feet, dedicated to public use by Instrument No. 30987 recorded March 18, 1974, official records of Riverside County, California.

BE IT FURTHER RESOLVED that the Clerk of the Board shall cause a certified copy of this resolution to be recorded in the Office of the County Recorder of Riverside County, California.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 4-9-09
SYNTHIA M. GUNZEL

AM

W.O. B9-0973

EXHIBIT "A"

ACCEPTANCE OF LIME DRIVE

NTS

SEC 6
T7S R22E
SBM

MB 33/59-61

GREEN STREET

PALOWALLA ROAD

MB 26/20-22

CITRUS DRIVE

BLYTHE WAY

LIME DRIVE

60'

50'

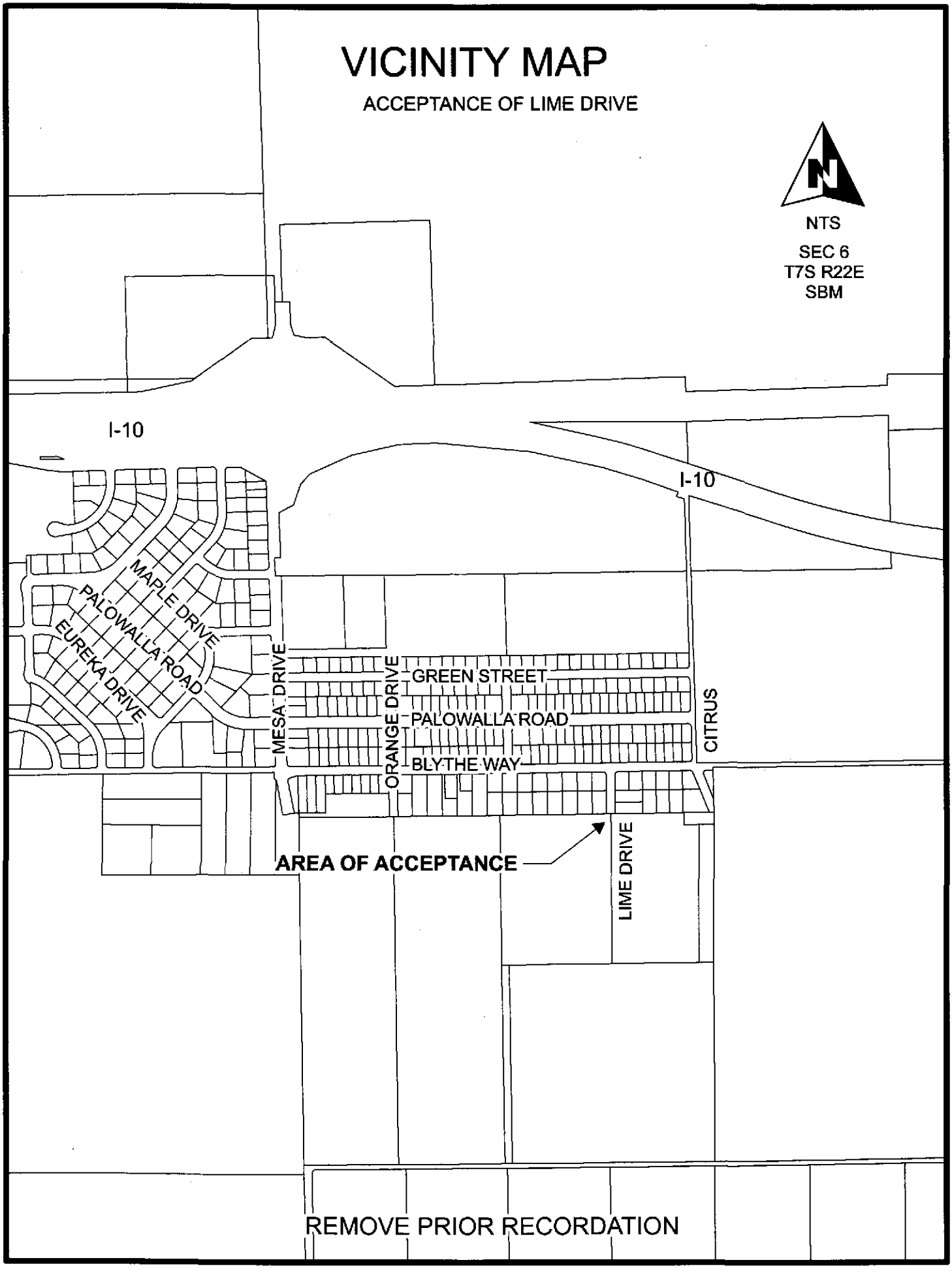
AREA OF ACCEPTANCE

PER INSTRUMENT
NO. 30987 RECORDED
MARCH 18, 1974

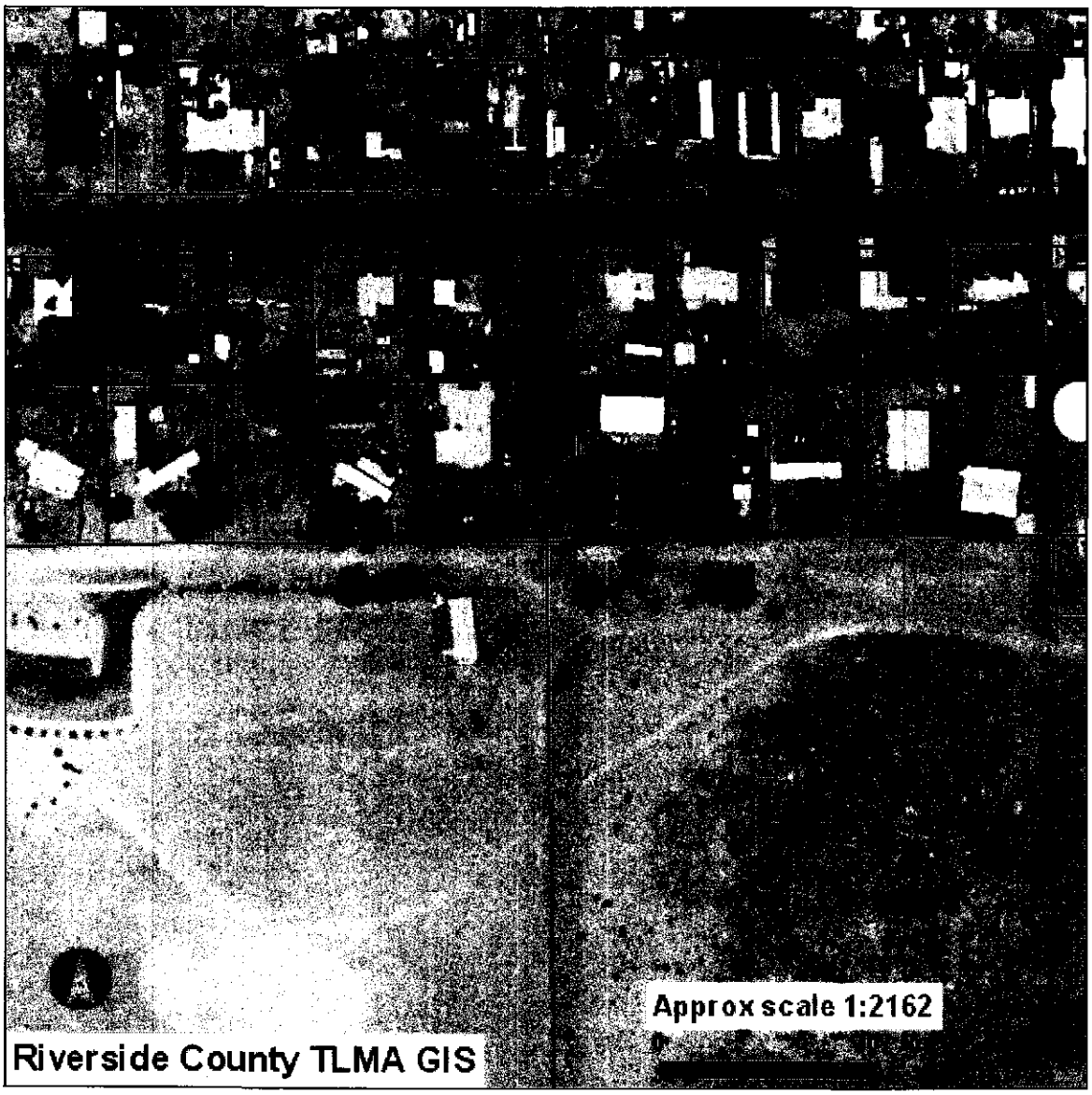
SHEET 1 OF1

VICINITY MAP

ACCEPTANCE OF LIME DRIVE



RIVERSIDE COUNTY GIS



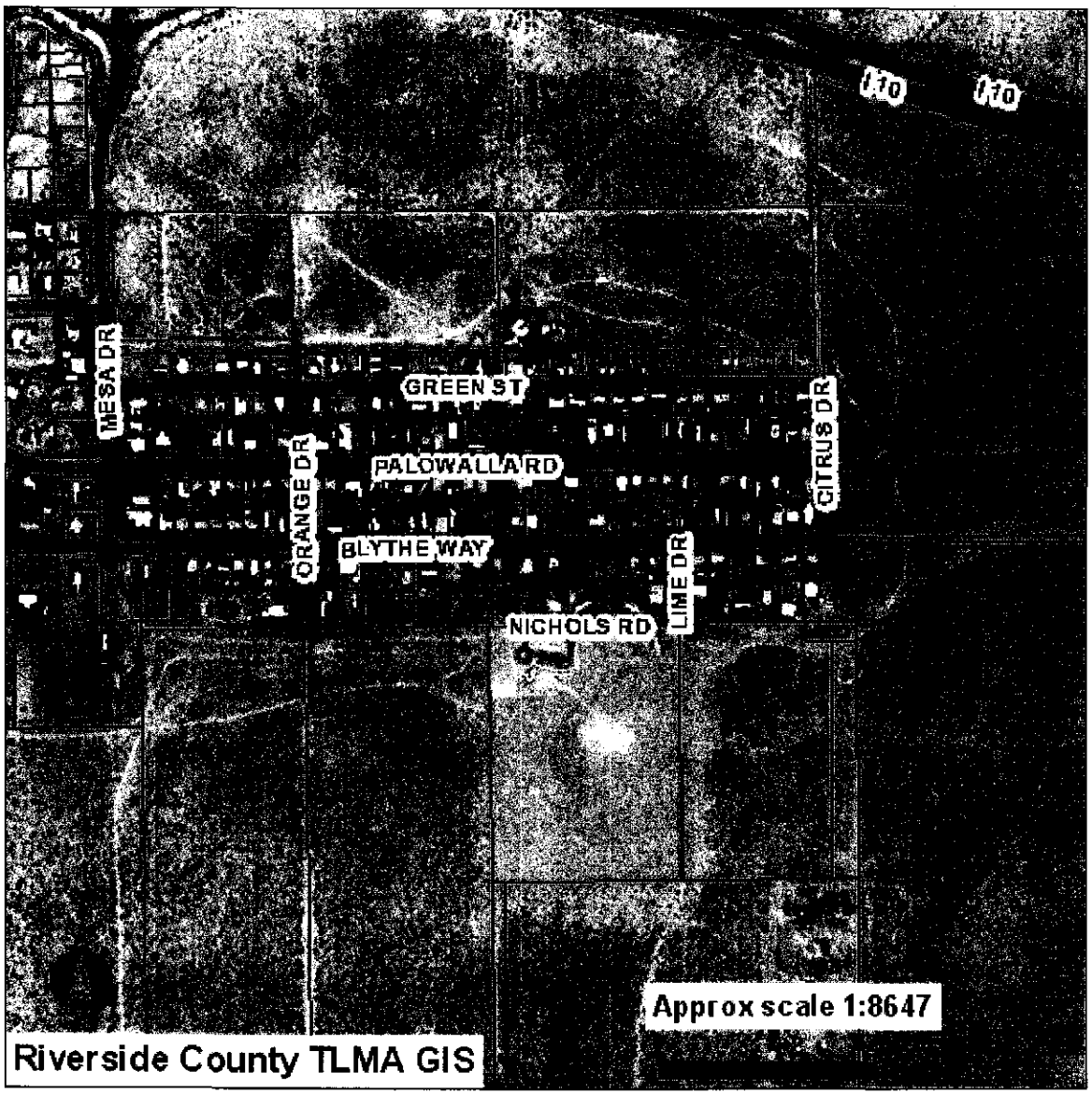
LEGEND

☐ PARCELS ☐ CITY BOUNDARY

IMPORTANT
This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

REPORT PRINTED ON...Mon Jan 26 10:06:12 2009

RIVERSIDE COUNTY GIS



LEGEND

PARCELS

CITY BOUNDARY

IMPORTANT
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REPORT PRINTED ON...Mon Jan 26 10:07:11 2009

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3018

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Resolution No. 2009-030 for the Removal of Mid-Block Crosswalk, Clark Street, Mead Valley area.

RECOMMENDED MOTION: That the Board adopt Resolution No. 2009-030 to rescind Resolution 2002-360 which established a Mid-Block Crosswalk on Clark Street in the Mead Valley area, as described in the attached resolution.

BACKGROUND: The mid-block crosswalk on Clark Street was established in 2002 in conjunction with no-stopping zones and a bus loading zone on Clark Street for Tomas Rivera Middle School and Manuel Real Elementary School. Val Verde Unified School District, has funded a crossing guard at this mid-block crosswalk since that time.

The Transportation Department was contacted by the Val Verde Unified School District to review the crossings near this school. The Transportation Department and School District staff conducted a field review of the site and concluded that installing an all-way stop control and a marked crosswalk at the intersection of Clark Street and Dawes Street, which is approximately 560 feet south of the existing mid-block crosswalk, would be appropriate, and that the mid-block crosswalk and crossing guard can be removed, thereby reducing the school districts' on-going funding commitment. The marked crosswalk at the intersection of Clark Street and Dawes Street provides a controlled crossing for all pedestrians along Clark Street and is a safer location for crossing Clark Street than the existing mid-block crosswalk.

Juan C. Perez
Director of Transportation

LTT:jz
(Continued On Attached Page)

REVIEWED BY EXECUTIVE OFFICE
DATE 4/14/09
Tina Grande
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 4-9-09
SYNTHIA M. GUNZEL

Dep't Recomm.:	☐ Consent	☒ Policy
Per Exec. Ofc.:	☐ Consent	☒ Policy

Prev. Agn. Ref. 12/3/2002, Item 2.3 | **District:** 1 | **Agenda Number:** 2.22

Form 11p (Rev 07/2007)

Public notices have been posted regarding the proposed removal at the mid-block crosswalk for thirty days beginning February 11, 2009, as required by the California Vehicle Code. No objections for its removal have been received by the Transportation Department to date of the submittal of the Form 11. Upon approval of the resolution, the Transportation Department will remove the mid-block crosswalk.

County Counsel has approved Resolution No. 2009-030 as to Form.

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-030
REMOVAL OF A MID-BLOCK CROSSWALK ON CLARK STREET
IN THE MEAD VALLEY AREA

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors, County of Riverside, State of California, in regular session assembled on _____, that Resolution No. 2002-360, heretofore adopted by this Board of Supervisors on December 3, 2002, for a mid-block crosswalk at the following location is hereby rescinded:

Connecting the east and west sides of Clark Street located approximately 560 feet north of the centerline of Dawes Street.

BE IT FUTHER RESOLVED, DETERMINED AND ORDERED that, pursuant to California Vehicle Code Section 21950.5, the Transportation Department has posted notice of the crosswalk notifying the public of this proposed removal for not less than 30 days prior to the approval of this resolution and the scheduled date of removal. In addition, the Director of the Transportation Department is hereby directed to remove all appropriate traffic control devices at said crossing.

FORM APPROVED COUNTY COUNSEL
BY: GORDON V. WOO DATE 3/3/09

327.A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Don Kent
Treasurer/Tax Collector

SUBMITTAL DATE:
April 8, 2009

SUBJECT: Treasurer's Purchase Detail Report

RECOMMENDED MOTION: That the Board of Supervisors receives and files the attached Treasurer's "Purchase Detail Report" for March 2009 in accordance with Government Code Section 53607.

BACKGROUND: The Treasurer's "Purchase Detail Report" for March 2009 is being submitted to the Board of Supervisors pursuant to the requirements of Section 53607 of the Government Code. Included in the report are investments which occurred as authorized by Section 53601 of the Government Code which were made collectively from "idle pooled funds" in the County Treasury not immediately required to meet daily expenditures. Also reported are specific investments made by the County Treasurer on behalf of various funds in the Treasury for which interest earnings accrue directly to the specific fund.

Don Kent
Tresurer-Tax Collector

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	0
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2008/09

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Christopher M. Hans

County Executive Office Signature

☐ Policy ☐ Policy

☑ Consent ☑ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.23

Form 11 (Rev 06/2003)

328A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Don Kent
Treasurer-Tax Collector

SUBMITTAL DATE:
April 6, 2009

SUBJECT: Treasurer's Monthly Statement of County and School Funds

RECOMMENDED MOTION: That the Board of Supervisors receives and files the attached Treasurer's "Monthly Statement of County and School Funds" for March 2009.

BACKGROUND: The Treasurer's "Monthly Statement of County and School Funds" for March 2009 is being submitted to the Board of Supervisors pursuant to the requirements of Section 27063 of the Government Code. The attached reconciled report for the month ending March 2009 shows total receipts and disbursements for each fund for the report period, including outstanding investments.

Don Kent
Treasurer-Tax Collector

FINANCIAL DATA	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	$ 0
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2008/09

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Christopher M. Hans

County Executive Office Signature

☐ Policy ☐ Policy

☑ Consent ☑ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.24

RESERVED

For

Pending Agenda Item

Title only available at this time

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** April 21, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to the Corona Cinco de Mayo Committee;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Non-Co Agcy**	$500.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$500.00

BACKGROUND: This contribution to the Corona Cinco de Mayo Committee will assist with their annual parade, which provides scholarships to students in the Corona-Norco School District.

Corona Cinco de Mayo Committee
PO Box 1283
Corona, CA 92878-1283

John Tavaglione, Supervisor
Second District

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.1

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Ashley **SUBMITTAL DATE:** April 16, 2009

SUBJECT: FIFTH DISTRICT USE OF COMMUNITY IMPROVEMENT DESIGNATION FUNDS
RECOMMENDED MOTION:

That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for Debbie Chisholm Memorial Foundation;
2) Approve the use of Community Improvement Designation funds for Day of the Young Child;
3) Approve the use of Community Improvement Designation funds for Workforce Development Character Counts;
4) Approve the use of Community Improvement Designation funds for Calimesa Chamber of Commerce;
5) Approve and direct the Auditor-Controller to make the following budget adjustments:

Decrease Board Designation:		
10000-1000100000-320135	Community Improvement	$5,000
Increase Appropriations:		
10000-1000100000-536200	Contribution to Non-Co Agency	$5,000

Debbie Chisholm Memorial Foundation P.O. Box 571 Yucca Valley, CA 92286	$2,500	Community Task Force 12991 Acacia Avenue Desert Hot Springs, California 92567	$1,500
Workforce Development 1151 Spruce Moreno Valley, CA 92552	$500	Calimesa Chamber of Commerce P.O. Box 246 Calimesa, CA 92320	$500

Marion Ashley, 5TH District Supervisor

Prev.Agn.ref. **Dist. 5** **AGENDA NO.** 3.2

FORM11-ccb
FORM11-ccb

BACKGROUND:
Debbie Chisholm Memorial Foundation is holding their annual Cops and Kids Charity Golf tournament which raises funds to grant wishes for terminally ill children. The Day of the Young Child is an annual event in Desert Hot Springs providing education and entertainment for families. The Calimesa Chamber of Commerce holds an Annual Installation Dinner. Workforce Development holds an annual Character Counts Award Ceremony recognizing those young people who overcome significant life challenges. These funds support and provide sponsorship for these events. I urge the Board to support these uses of Community Improvement Designation funds.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Marion Ashley **SUBMITTAL DATE:** April 16, 2009

SUBJECT: FIFTH DISTRICT USE OF COMMUNITY IMPROVEMENT DESIGNATION FUNDS

RECOMMENDED MOTION:

That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for the Boys & Girls Club of Desert Hot Springs;
2) Approve the use of Community Improvement Designation funds for the Banning PASSCOM;
3) Approve the use of Community Improvement Designation funds for Habitat for Humanity;
4) Approve the use of Community Improvement Designation funds for Banning Annual Disaster Expo;
5) Approve the use of Community Improvement Designation funds for Hope Learning Academy;
6) Approve and direct the Auditor-Controller to make the following budget adjustments:

Decrease Board Designation: 10000-1000100000-320135		Community Improvement	$14,000
Increase Appropriations: 10000-1000100000-536200		Contribution to Non-Co Agency	$14,000
Boys & Girls Club P.O. Box 935 Desert Hot Springs, CA 92240	$1,500	Banning PASSCOM 1219 Cypress Point Drive Banning, CA 92220	$5,000
Habitat for Humanity P.O. Box269 Banning, CA 92220	$1,500	City of Banning 99 E. Ramsey Street Banning, CA 92220	$1,000
Hope Learning Academy 24370 Canyon Lake Drive, Suite 10 Canyon Lake, CA 92587	$5,000		

Marion Ashley, 5TH District Supervisor

Prev.Agn.ref. **Dist. 5** **AGENDA NO. 3.3**

FORM11-ccb
FORM11-ccb

BACKGROUND:
The Boys & Girls Club of Desert Hot Springs sends children to summer camp every year and has lost grants this year that would have assisted in providing camp to disadvantaged children. The Banning PASSCOM is an annual event that provides emergency preparedness material for the Banning Bench community of interest. Habitat for Humanity continues to provide shelter and services in the San Gorgonio Pass. The City of Banning holds an annual Disaster Survival Expo. The Hope Learning Academy enrolls 20 at-risk youth a year providing education and counseling for the entire family. These funds provide sponsorship and support for events and programs in the 5th district and I urge the Board to approve these uses of the Community Improvement Designation funds.

324

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Executive Office & Treasurer-Tax Collector

SUBMITTAL DATE:
April 15, 2009

SUBJECT: Adoption of Resolution 2009-157, declaring intent to levy and collect assessments for fiscal year 2009-2010 on assessable hotels and assessable motels located within the Palm Springs Desert Resort Communities Tourism Business Improvement District.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the fiscal year 2009-2010 advisory committee report from the Hospitality Industry Business Council to support the Tourism BID levy for fiscal year 2009-2010, on file with the Clerk of the Board; and
2. Approve and adopt Resolution 2009-157, a resolution of the County of Riverside Board of Supervisors declaring its intention to levy and collect assessments for fiscal year 2009-2010 on assessable hotels and assessable motels located within the Palm Springs Desert Resort Communities Tourism Business Improvement District, approving the annual report by the district and advisory board and setting the time and place of a public hearing and giving notice of same.

BACKGROUND:
On June 23, 2008, the County of Riverside received a letter from the Palm Springs Desert Resort Communities Convention and Visitors Authority (CVA) requesting that the County begin the process of forming the Palm Springs Desert Resort Communities Tourism Business Improvement District (Tourism BID) in the Coachella Valley.

Don Kent, Treasurer-Tax Collector

Dan Martinez, Deputy County Executive Officer

FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER DATE 4/15/09

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Bill Luna

County Executive Office Signature

☐ Consent ☒ Policy — Dep't Recomm.:
☐ Consent ☒ Policy — Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 4 & 5 | **Agenda Number:** 3.4

BACKGROUND (Continued):

On July 1, 2008 (item 3.17), the County Board of Supervisors took the first step in the Tourism BID formation process by approving Resolution 2008-330 which designated the Hospitality Industry Business Council (HIBC) as the advisory committee to the Board of Supervisors for the formation of the proposed Tourism BID and requested consent from each of the CVA member cities to form the Tourism BID. All eight CVA member cities considered the request from the County and took action as noted on the table below. The City of Palm Desert was the only CVA member jurisdiction to deny the County's request.

City	Action	Date	Resolution #
Cathedral City	APPROVED	08/13/08	2008-53
Desert Hot Springs	APPROVED	09/02/08	2008-69
Indian Wells	APPROVED	07/17/08	2008-40
Indio	APPROVED	09/17/08	9319
La Quinta	APPROVED	09/16/08	2008-055
Palm Desert	DENIED	09/11/08	08-86
Palm Springs	APPROVED	07/30/08	22327
Rancho Mirage	APPROVED	09/04/08	2008-51

The HIBC met on September 19, 2008, and voted unanimously to recommend that the Tourism BID formation process move forward without the City of Palm Desert.

The County of Riverside adopted County Ordinance No. 883 to form the Tourism BID for fiscal year 2008-2009 in response to the request from HIBC and the consent provided by the participating cities. The Tourism BID includes the County unincorporated area of the Coachella Valley and the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs and Rancho Mirage. It became effective January 1, 2009.

The Parking and Business Improvement Area Law of 1989 requires that the Tourism BID be approved and implemented on a fiscal year basis. The attached Resolution 2009-157 begins the process of complying with this requirement for fiscal year 2009-2010. There is no requirement to obtain consent again from the participating cities and none have expressed interest in withdrawing their consent. It is, however, an opportunity for non-member jurisdictions to join. The City of Palm Desert reconsidered the opportunity to join on February 26, 2009 and again voted not to be part of the Tourism BID.

Resolution 2009-157 includes a complete description of the Tourism BID and sets the date, time and place for the required public hearing. It also directs the Clerk of the Board to publish a copy of the resolution in newspapers within the boundaries of the proposed BID. Copies of Resolution 2009-157 will also be mailed to all known owners of each assessable hotel and motel within the proposed boundaries of the Tourism BID.

BACKGROUND (Continued):

The proposed Tourism BID is a type of assessment district that is publicly sanctioned but privately directed. The assessment is not considered a tax under Proposition 218 because businesses are being assessed, not property. It will essentially be a public/private partnership where private businesses agree to assess themselves in exchange for the authority to use the funds to benefit their business. Other California counties that have created multi-jurisdictional BIDs include Mendocino County, San Luis Obispo County, and Sonoma County.

Tourism is the Coachella Valley's number one industry. Tourism provides the most jobs and contributes the greatest amount to the local tax base for that area. The Tourism BID provides a stable source of marketing dollars that enhances the area's ability to plan and implement marketing and sales programs. It also provides more control to hospitality professionals on the use of funds generated from their businesses. This source of funds allows the Tourism BID member jurisdictions in the Coachella Valley to be more competitive in the tourism market.

The level of assessment being considered for the fiscal year 2009-2010 Tourism BID will remain at two percent (2%) of the sale of overnight room stays and will again apply only to hotels and motels with fifty (50) or more sleeping rooms. There are approximately 70 hotels/motels within the proposed Tourism BID boundaries that fall in this category. The total annual revenue projected to be generated in fiscal year 2009-2010 is approximately $5.8 million. The revenue collected will be used to fund the following activities to promote tourism for the Tourism BID jurisdictions in the Coachella Valley:

1. Marketing, advertising, and public relations;
2. Brochure development and distribution;
3. Promotion of Public events which benefit businesses in the area and which take place on or in public places within the area; and
4. Activities which benefit businesses located and operating in the area, including but not limited to downtown shopping and promotional programs.

Resolution 2009-157 reflects only one change from the current fiscal year's Tourism BID. This change is being requested by HIBC in their annual report which is on file with the County Clerk of the Board. The change is to the definition of "Gross Rental Charges." The new definition will include exceptions for overnight room rental charges paid by guests that are government employees and for guests that stay for an extended period of more than 28 nights.

The County Treasurer-Tax Collector's office began collecting the Tourism BID assessment effective January 1, 2009, in accordance with County Ordinance No. 883 for fiscal year 2008-2009. The collection process is done on a quarterly basis with the first installment due in April 2009. If approved, the collection process will remain the same for fiscal year 2009-2010.

It is recommended that the County approve Resolution 2009-157 declaring its intent to continue with Tourism BID in fiscal year 2009-2010.

HIBC Advisory Board to
The County of Riverside
Board of Supervisors for
Palm Springs Desert Resorts Tourism
Business Improvement District (BID)

Report for Fiscal Year 2009-2010

The Palm Springs Desert Resort Communities Convention and Visitors Authority (CVA) has completed three (3) months of the 2009 Sales and Marketing Plan for our destination. Funding for the plan implementation is provided from the hotel Transient Occupancy Tax (TOT), private source contributions, and, beginning on January 1, 2009, the Palm Springs Desert Resort Communities Tourism Business Improvement District (BID).

The CVA Hospitality Industry and Business Council (HIBC) has been appointed by the Board of Supervisors to serve as the BID Advisory Board.

The Advisory Board recommends the continuation of the BID for Fiscal Year 2009-2010, as follows:

1) The boundaries of the parking and business improvement area or in any benefit zones within the area remain the same;
2) The improvements and activities to be provided for fiscal year 2009-2010, are detailed in Attachment A.
3) The estimated cost of providing the improvement and activities for fiscal year 2009-2010 is $5.8 million, and detailed in Attachment B.
4) Levying of the BID assessment remains the same; i.e., 2% of total hotel room revenue in hotels within the District having 50 rooms and more.
5) No BID funds have yet been collected this year; however, the amount of any surplus or deficit revenues in the future will be carried over from fiscal year to year, as necessary.
6) Amend the definition of the term "Gross Rental Charges" in the BID Ordinance to exclude a) overnight stays by government employees and b) overnight stays by long-term guests who stay more than twenty-eight consecutive nights at the same assessable hotel or assessable motel.

Coachella Valley Outlook:

The Coachella Valley hospitality industry is driven by the performance of the hotel industry. Restaurants, attractions, shopping, and other small businesses flourish when the hotels are full. The latest Smith Travel Research (STR) hotel analysis reports a decline of 15.2 percent in occupancy year-over-year through February 2009. Hotel average daily rate (ADR) has declined 9.2 percent through February 2009, and revenue

per available room (REVPAR) has declined 22.9 percent. Transient occupancy taxes (TOT) have also declined by 12 percent through January 2009. Other hospitality industry businesses have felt the effect of the poor hotel performance. The Coachella Valley restaurant industry continues to suffer from reduced per caps and revenues. The attractions and shopping segments have also suffered declines.

The continued poor performance by the U.S. economy, and the added negative rhetoric aimed at the nationwide meetings industry have staggered both the U.S. and Southern California hotel industry. However, both STR and PKF Hospitality Research believe that hotel performance may begin to stabilize by the fourth quarter of 2009.

HIBC/Advisory Board
Report for FY 2009-10
Attachment A

With the BID funding in Fiscal Year 2009-2010, the CVA working with the Coachella Valley hospitality industry will continue the following strategies and activities:

Convention Sales:

- Continue funding satellite sales offices to boost meeting and convention leads
- concentrate meetings and conventions sales efforts on Southern California, Seattle, Portland, San Francisco, Sacramento, Los Angeles, Orange County, San Diego, Dallas, Washington, D.C., Northeast United States, and Chicago
- generate qualified meeting and convention leads
- assist hotels in closing business
- increase alliances with third-party booking sources
- increase CVA client database
- promote destination awareness
- increase participation in trade shows, FAMs, and sales missions
- increase small meetings business to all hotels
- expand the "Bring My Meeting Home" program
- work with the Palm Springs International Airport to stabilize air service
- continue to include Ontario International Airport as a gateway

Market Development:

- better define our audience by research
- increase direct consumer advertising and promotions
- partner with the State of California Tourism Commission and key industry leaders to extend our advertising dollars to reach a national audience
- leverage advertising dollars by continuing the cooperative partnership between cities, hoteliers, airport, etc.
- focus additional partnerships with nontraditional partners
- develop an integrated campaign of print and broadcast advertising, promotions, public relations, conventional and electronic mail
- enhance online technology and marketing

Travel Industry Sales:

- generate qualified tour operator and tour wholesaler leads
- expand positioning in new and existing travel partner brochures
- assist hotels in closing business

- increase client database
- increase participation in trade shows, FAMs, and sales missions
- promote destination awareness
- expand sales efforts with receptive tour operators
- work with the Palm Springs International Airport to stabilize air service
- add contract sales representation in Los Angeles and Canada
- expand international positioning through increased participation in state co-op sales/marketing offices in UK and Germany

FY 2009-2010 12-Month Budget
July 1, 2009 to June 30, 2010

BID Revenue Projection	**$**	**5,800,000.00**
Convention Sales		
Labor	**$**	**1,372,723**
Advertising Production	**$**	**62,698**
Advertising Placement	**$**	**78,069**
Online Promotions	**$**	**60,000**
Tradeshow & Sales Missions/Promotions/Booth	**$**	**344,231**
Marketing Representation-FAM-EVENT Hosting	**$**	**297,482**
Supportive Services/Equip/Supplies	**$**	**96,784**
Market Development		
Labor	**$**	**200,180**
Advertising Production	**$**	**467,781**
Advertising Placement	**$**	**822,353**
Online Promotions	**$**	**280,000**
Website Marketing & Development	**$**	**254,167**
Tradeshow & Sales Missions/Promotions/Booth	**$**	**22,771**
Marketing Representation-FAM-EVENT Hosting	**$**	**71,910**
Supportive Services/Equip/Supplies	**$**	**128,231**
Travel Industry Sales		
Labor	**$**	**358,075**
Advertising Production	**$**	**41,821**
Advertising Placement	**$**	**117,192**
Tradeshow & Sales Missions/Promotions/Booth	**$**	**149,541**
Marketing Representation-FAM-EVENT Hosting	**$**	**207,637**
Supportive Services/Equip/Supplies	**$**	**41,758**
Administration		
Labor	**$**	**212,461**
Advertising Production	**$**	**2,920**
Website Marketing & Development	**$**	**5,620**
Tradeshow & Sales Missions/Promotions/Booth	**$**	**5,940**
Supportive Services/Equip/Supplies	**$**	**97,653**
TOTAL	**$**	**5,800,000**

RESOLUTION NO. 2009 - 157

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2009-2010 ON ASSESSABLE HOTELS AND ASSESSABLE MOTELS LOCATED WITHIN THE PALM SPRINGS DESERT RESORT COMMUNITIES TOURISM BUSINESS IMPROVEMENT DISTRICT AND SETTING THE TIME AND PLACE OF A PUBLIC HEARING AND GIVING NOTICE OF SAME

WHEREAS, the California Legislature in adopting the Parking and Business Improvement Area Law of 1989 (Streets & Highways Code § 36500 et, seq.) (the "Act") authorized cities and counties to levy assessments on businesses in order to promote economic revitalization and tourism, to create jobs, attract new businesses and prevent erosion of business districts; and

WHEREAS, the Board of Supervisors of the County of Riverside (the "Board of Supervisors") adopted Riverside County Ordinance No. 883 (the "BID Ordinance") to establish a business improvement district ("BID"), under the Act, commonly known as the Palm Springs Desert Resort Communities Tourism Business Improvement District ("Tourism BID"), the purpose of which is to promote tourism within the desert communities and to fund programs and activities that benefit the hotel and motel businesses within the desert communities; and

WHEREAS, the territory of the Tourism BID is coterminous with the operational boundaries of the Palm Springs Desert Resort Communities Convention and Visitor's Authority ("CVA"), excluding that area within the incorporated city limits of the City of Palm Desert, but including unincorporated Coachella Valley and the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, and Rancho Mirage, which cities have granted the County of Riverside authority to establish and operate the Tourism BID within their jurisdictions; and

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE

WHEREAS, the Hospitality Industry and Business Council ("HIBC") of CVA, which serves as the Advisory Board appointed by the Board of Supervisors pursuant to Government Code Section 36530, has filed an annual report with the Clerk of the Board which proposes no changes to the Tourism BID or the activities to be financed; and

WHEREAS, the annual report of the Advisory Board recommends 1) levying an annual assessment to fund the tourism related programs and activities identified in the report and 2) amending the definition of the term "Gross Rental Charges" in the BID Ordinance to remove the requirement for assessable hotels and assessable motels to levy an assessment on revenue received from 1) overnight stays by governmental employees or 2) overnight stays by long term guests who stay more than twenty-eight consecutive nights at the same assessable hotel or assessable motel; and

WHEREAS, the Board of Supervisors approves the recommendations of the report; and

WHEREAS, the Board of Supervisors intends to levy an annual assessment within the Tourism BID for fiscal year 2009-2010, except where funds are otherwise available, in order to pay for all tourism related programs and activities identified in the annual report; and

WHEREAS, this Resolution of Intention will commence proceedings under the Act to levy and collect the annual assessment for the Tourism BID for the 2009-2010 fiscal year;

NOW, THEREFORE, the Board of Supervisors of the County of Riverside does hereby resolve, find, determine and order as follows:

Section 1. Recitals are True and Correct. The recitals set forth herein are true and correct.

Section 2. Intent to Levy and Collect Assessments within the Tourism BID for fiscal year 2009-2010. Pursuant to and under authority of the Act, the Board of Supervisors declares its intent to levy and collect an annual assessment within the boundaries of the Tourism BID, formally known as the Palm Springs Desert Resort Communities Tourism Business Improvement District. The boundaries of the Tourism BID are coterminous with the operational boundaries of CVA, excluding that area within the incorporated city limits of the City of Palm Desert, but including unincorporated Coachella Valley and the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, and Rancho

Mirage. A map reflecting the current boundaries of the Tourism BID is attached hereto as Exhibit A and is also on file with the Clerk of the Board. Except where funds are otherwise available, an assessment will be levied on assessable hotels and assessable motels within the boundaries of the Tourism Bid for fiscal year 2009-2010 to pay for all activities within the Tourism BID. This annual assessment shall be levied pursuant to the Act on all hotels and motels that are located within the boundaries of the Tourism BID and that have fifty (50) or more sleeping rooms. There will be no exemptions for hotel or motel businesses recently established within the Tourism BID. It is estimated that approximately $5.8 million in revenue will likely be raised by this annual assessment. The annual levy will first be imposed as of July 1, 2009.

Section 3. Types of Activities To Be Funded. The type or types of activities to be funded by and through the annual levy of assessments on businesses within the Tourism BID are as follows:

a. Marketing, advertising, and public relations;

b. Brochure development and distribution;

c. Promotion of public events which benefit businesses in the area and which take place on or in public places within the area;

d. Activities which benefit businesses located and operating in the area, including but not limited to downtown shopping and promotional programs.

For a full and detailed description of the activities to be provided by the Tourism BID for fiscal year 2009-2010, the proposed assessments to be levied upon assessable hotels and assessable motels within the Tourism BID for fiscal year 2009-2010, and the boundaries of the Tourism BID reference should be made to the annual report on file with the Clerk of the Board of Supervisors.

Section 4. Intent to Amend BID Ordinance. Consistent with the recommendation of the Advisory Board filed in the annual report for fiscal year 2009-2010, the Board of Supervisors declares its intent to amend the definition of "Gross Rental Charges" in the BID Ordinance to remove the requirement for assessable hotels and assessable motels to levy an assessment on revenue received from 1) overnight stays

by governmental employees or 2) overnight stays by long term guests who stay more than twenty-eight consecutive nights at the same assessable hotel or assessable motel.

Currently the definition of "Gross Rental Charges" reads: "Gross Rental Charges shall equal the total dollar amount charged to guests for overnight room rentals, but shall not include incidental room charges such as room service, video rental, or similar charges. Gross Rental Charges are equal to the total consideration charged for room rental valued in U. S. dollars, whether or not received and whether received in money or other consideration such as goods, labor, property or otherwise."

After adoption of the proposed amendment, the definition of "Gross Rental Charges" will read: "Gross Rental Charges shall equal the total dollar amount charged for overnight room rentals to guests (with the exception of government employees and with the exception of long term guests who stay more than twenty-eight consecutive nights at the same assessable hotel or assessable motel), but shall not include incidental room charges such as room service, video rental, or similar charges. Gross Rental Charges are equal to the total consideration charged for room rental valued in U. S. dollars, whether or not received and whether received in money or other consideration such as goods, labor, property or otherwise."

Section 5. Notice of Time and Place of Public Hearing.

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Riverside will hold a Public Hearing on the proposed amendment to the BID Ordinance and the proposed levy of annual assessments for fiscal year 2009-2010:

The time and place of the public hearing on the proposed amendment to the BID Ordinance and the proposed levy of annual assessments for fiscal year 2009-2010 shall be at 9:30 a.m., May 12, 2009, or as soon thereafter as this matter may be heard by the Board of Supervisors, at the Board of Supervisors' Chambers, located on the first floor of the County Administrative Center, 4080 Lemon Street in Riverside, California 92501. The public hearing may be continued from time to time as necessary.

At the public hearing set forth above, the testimony of all interested persons for or against the proposed amendment to the BID Ordinance, the proposed annual assessment levy, or the furnishing of specific types of activities will be heard by the Board of Supervisors.

At the public hearing written and oral protests may be made. The form and manner of protests shall comply with Sections 36524 and 36525 of the California Streets and Highways Code. The Board of Supervisors will hear and consider all protests against the proposed amendment to the BID Ordinance, the proposed annual assessment levy for fiscal year 2009-2010, and/or the proposed furnishing of specified activities within the Tourism BID made by any owner of any assessable hotel or assessable motel within the boundaries of the Tourism BID and determine whether or not a majority protest exists.

Any person who wishes to be heard regarding the proposed amendment to the BID Ordinance or the proposed annual assessment levy may appear at the public hearing or may send written comments to: Clerk of the Board, 4080 Lemon Street, Riverside, CA 92501. Further information concerning the proposed amendment to the BID Ordinance and the proposed annual assessment levy may be obtained from Dan Martinez, Deputy County Executive Officer, County Administrative Center, 4th Floor, Riverside, California 92501; telephone number (760) 863-8340.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the public hearing, of if you need further information relating to the subject hearing, please contact the Clerk of the Board's Office at (951) 955-1060. Notification at least 48 hours prior to the meeting will assist the County staff in assuring that reasonable arrangements can be made to provide accessibility.

The Clerk of the Board is authorized and directed to publish a copy of this resolution in a newspaper or newspapers of general circulation within the unincorporated area of the Coachella Valley of the County and within each of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, and Rancho Mirage once at least seven (7) days prior to the public hearing.

Section 6. Protests. The Board of Supervisors will consider all protests against the proposed amendment to the BID Ordinance, the proposed annual assessment levy, and/or the furnishing of specified activities within the Tourism BID. The following rules shall apply to all protests:

a. A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made.

b. Every written protest shall be filed with the Office of the Clerk of the Board, located at County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California 92501, at or before the time fixed for the public hearing as set forth above.

c. The Board of Supervisors may waive any irregularity in the form or content of any written protest, and at the public hearing, may correct minor defects in the protest.

d. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing set forth above.

e. Each written protest shall contain a description of the business (assessable hotel or assessable motel) in which the person subscribing the protest is interested, sufficient to identify the business, and if a person subscribing is not shown on the official records of the County of Riverside as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest that does not comply with this paragraph shall not be counted in determining a majority protest.

f. If written protests are received from the owners of businesses (assessable hotels and assessable motels) in the Tourism BID which will pay fifty percent (50%) or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than the fifty percent (50%), no further proceedings to amend the

BID Ordinance or to levy the proposed annual assessment, as specified by this resolution of intention, shall be taken by the Board of Supervisors for a period of one year from the date of the filing of a majority protest. However, if the majority protest is only against the furnishing of a specified type or types of activities within the Tourism BID, those types of activities shall be eliminated and the proposed amendment to the BID Ordinance shall be adopted and the proposed annual assessment shall be confirmed and levied.

Section 7. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 21st day of April, 2009.

ATTEST:

Clerk of the Board

Jeff Stone, Chairman
Board of Supervisors of the County of Riverside

The Palm Springs Desert Resort Communities Tourism Business Improvement District

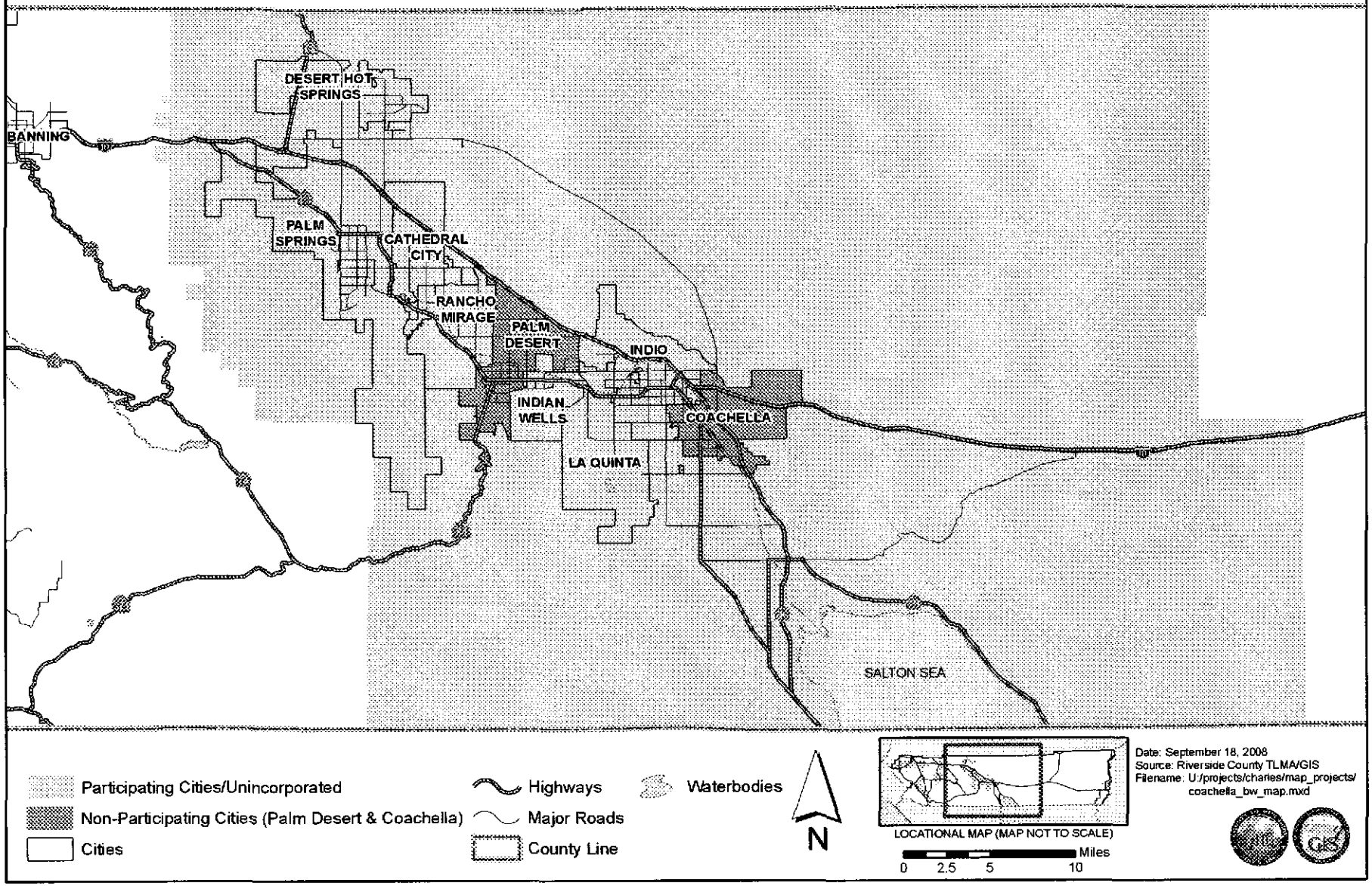

Exhibit A

The Palm Springs Desert Resort Communities
Tourism Improvement District
Boundary Description

1. **BEGINNING** at the Northeast corner of Section 1, Township 2 South, Range 2 East, San Bernardino Meridian, also being a point on the north line of Riverside County;
2. Thence South along said Range line to the Northeast corner of Section 36, T2S, R2E;
3. Thence West along the North line of said Section 36 to the North one-quarter corner thereof;
4. Thence South along the North-South center section line of said Section 36 to the Center section corner thereof;
5. Thence East along the East-West center section line of said Section 36 to the East one-quarter corner thereof,
6. Thence South along the East line of said Section 36 to the Northeast corner of Section 1, T3S, R2E;
7. Thence West along the North line of said Section 1 to the Northwest corner thereof;
8. Thence South along the West line of said Section 1 to the Northwest corner of Section 12, T3S, R2E;
9. Thence East along the North line of said Section 12 to the Northeast corner thereof;
10. Thence South along the East line of said Section 12 to the Southeast corner thereof;
11. Thence West along the South line of said Section 12 to the Northwest corner of Section 13, T3S, R2E;
12. Thence South along the West line of said Section 13 to the Southwest corner thereof;
13. Thence East along the South line of said Section 13 to the Southeast corner thereof;
14. Thence South along said Range line to the Southwest corner of Section 18, T4S, R3E;
15. Thence East along Section lines to the Northeast corner of Section 20, T4S, R3E;
16. Thence South along the East line of said Section 20 to the Southeast corner thereof;
17. Thence West along the South line of said Section 20 to the Northwest corner of Section 29, T4S, R3E;
18. Thence South along the West line of said Section 29 to the Southwest corner thereof;
19. Thence East along the South line of said Section 29 to the Northeast corner of Section 32, T4S, R3E;
20. Thence South along the East line of said Section 32 to the Southeast corner thereof;
21. Thence West along the South line of said Section 32 to the Northeast corner of Section 5, T5S, R3E;
22. Thence South along Section lines to the Northwest corner of Section 16, T5S, R3E;
23. Thence East along the North line of said Section 16 to the Northeast corner thereof;
24. Thence South along the East line of said Section 16 to the Northwest corner of Section 22, T5S, R3E;
25. Thence East along the North line of said Section 22 to the Northeast corner thereof;
26. Thence South along the East line of said Section 22 to the Northwest corner of Section 26, T5S, R3E;
27. Thence East along the North line of said Section 26 to the Northeast corner thereof;
28. Thence South along Section lines to the Northwest corner of Section 1, T6S, R3E;
29. Thence East along the North line of said Section 1 to the Northeast corner thereof, being a point of intersection with the Palm Springs Unified School District boundary line defined by the West line of Section 31, T5S, R4E;
30. Thence Easterly and Southerly along the Palm Springs Unified School District boundary line to a point of intersection with the south Riverside County line;
31. Thence Easterly along the Riverside County line, also being the southernmost boundaries of the Palm Springs Unified School District, the Desert Sands Unified School District and the Coachella Valley Unified School District, to a point of intersection with the easternmost boundary line of the Coachella Valley Unified School District;
32. Thence Northerly, along the easternmost boundary line of the Coachella Valley Unified School District to a point of intersection with the north Riverside County line;
33. Thence Westerly along the north Riverside County line to the **Point of Beginning**.

The boundary of the Palm Springs Desert resorts Communities tourism Improvement District excludes the incorporated city limits for the City of Palm Desert and the City of Coachella.

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 3/24/09

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

915

FROM: Executive Office

SUBMITTAL DATE:
March 24, 2009

SUBJECT: Amendment to Indigent Defense Contract

RECOMMENDED MOTION: That the Board of Supervisors approves the attached amendment to the existing contract with Criminal Defense Lawyers, and authorizes the chairman to sign the amendment on behalf of the Board.

BACKGROUND: *The existing contract with the general partnership* Criminal Defense Lawyers provides for legal services to indigents as directed by the Court when the Public Defender has a conflict preventing representation. This firm handles criminal cases in Riverside and the mid-county region. The current contract provides $60,000 per month for investigative expenses, discovery costs and expert witnesses. The attached amendment increases that amount to $90,000, which has become necessary as more cases are taken to trial. These funds are audited regularly to ensure that they are used appropriately and effectively. County Counsel prepared and approved the attached amendment.

Kathryn Field, Deputy County Executive Officer

FINANCIAL DATA				
	Current F.Y. Total Cost:	$90,000	In Current Budget:	no
	Current F.Y. Net County Cost:	$90,000	Budget Adjustment:	no
	Annual Net County Cost:	$360,000	For Fiscal Year:	FY 2008-09

SOURCE OF FUNDS: Indigent Defense Budget & General Fund Contingency

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Gary M. Christmas

County Executive Office Signature

☐ Consent ☒ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: 3.13 of 7/15/08

District: ALL

Agenda Number: 3.5

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

As outlined in Penal Code 987.2, the cost of investigating criminal cases for indigent defendants is a county responsibility. Criminal Defense Lawyers has had the contract for adult alternate defense in the entire Western County since July 1, 2006. Each month, the panel is issued two checks for anticipated costs of investigative expenses: one to an account for the Mid-county Courts, and one for Riverside. **A provision in the contract allows the county to suspend the monthly payments if balances in these accounts build up,** although in the past year balances have not accrued. Another provision allows the county to demand that the balance be returned upon request.

Below is a chart showing how the average monthly cost of investigations has changed over the last few years:

Average Monthly Investigative Expenses			
Court:	FY 2006-07	FY 2007-08	FY 2008-09
Riverside	$29,242	$34,846	$37,026
Mid-county	$22,364	$24,941	$29,886
Total	$51,606	$59,787	$66,912

Investigative costs are highly variable. In busy months, invoices total over $50,000 for each region. By amending the contract to these higher monthly allotments, a cash flow problem can be avoided, and payments to those providing these necessary services can be made in a timely manner.

Factors contributing to the increased cost include the full-year impact of the October 2007 change in the court-approved hourly rate for investigators in indigent cases (now $32, instead of the $25 that was in effect for 14 years); the increase in the number of cases sent to trial (and needing expert witnesses) instead of being settled at an earlier stage; and the availability and greater complexity of forensic evidence.

Conflict Defense Lawyers submits reports monthly showing the activity in each account. The accounts are due to be audited this summer.

21. NOTICES. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

County of Riverside
County Executive Office
4080 Lemon St. 4th Floor
Riverside, CA 92501
Attn: Kathryn Field

ATTORNEY
Paul Grech Jr.
3685 Main St. Suite 240
Riverside, CA 92501

ATTORNEY

DATED: 3/23/2009.

By _____
Paul Grech

DATED: _____

County of Riverside

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By _____
Chairperson, Board of Supervisors
JEFF STONE

By _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: _____ 3/24/09
MARSHA L. VICTOR DATE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 3/25/09

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

916

FROM: Executive Office

SUBMITTAL DATE:
March 24, 2009

SUBJECT: Indigent Defense Contracts for *People vs. Jackson C. Daniels, Jr.*

RECOMMENDED MOTION: That the Board of Supervisors ratifies the attached two contracts, with attorneys Steven L. Harmon and Paul Grech, Jr., for legal services in connection with the above high-profile death penalty case.

BACKGROUND: The double-homicide case of *P. vs. Jackson Daniels* was remanded to Riverside Superior Court in December, 2007. The case involves the 1984 shooting of two Riverside police officers. In January, 2008, the court assigned as counsel for Mr. Daniels the attorneys who had represented him for the preceding 23 years, at the rate of $170 per hour, at County expense. In January, 2009, the court relieved that defense team from the case and asked local attorneys Steve Harmon and Paul Grech to represent Mr. Daniels. The Harmon and Grech team is highly respected and qualified to handle this difficult and unusual case. Although the overall cost to defend this case is hard to estimate, if each attorney bills for 1,500 hours, the legal bills will total $510,000. As with other death penalty defense expenses, recommendations to adjust the Indigent Defense budget will be submitted once costs are incurred. County Counsel prepared the attached contracts, in conformance with county standards.

Kathryn Field, Deputy County Executive Officer

FINANCIAL DATA				
	Current F.Y. Total Cost:	est. $100,000	In Current Budget:	no
	Current F.Y. Net County Cost:	est. $100,000	Budget Adjustment:	no
	Annual Net County Cost:	est. $400,000	For Fiscal Year:	FY 2008-09

SOURCE OF FUNDS: Indigent Defense Budget & General Fund Contingency

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Gary M. Christmas

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Departmental Concurrence

Prev. Agn. Ref.: none | **District:** ALL | **Agenda Number:**

3.6

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: JINNY H. RA 4/8/09 DATE

307

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE: 4/6/2009

SUBJECT: Ratify the Agreement with The Community Foundation of Riverside and San Bernardino Counties for the administration of the Albert and Anna Herdina Memorial Fund for Animals.

RECOMMENDED MOTION: That the Board of Supervisors:

1) Ratify the new Agreement between the Community Foundation and the County of Riverside for a grant in the amount of $30,000 for the performance period of March 1, 2009 through December 31, 2009 for the administration of the Herdina Funds, and;

2) Authorize the Chairperson of the Board of Supervisors to execute four (4) original copies of the Agreement on behalf of the County of Riverside.

BACKGROUND: This agreement allows for administration of grant funds provided by the Albert & Anna Herdina Memorial Fund for Animals to pay veterinary bills for indigent seniors in the County of Riverside (Herdina Funds).
(Continued)

RM:rkp

Robert Miller, Director of Animal Service

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 30,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: 100% The Community Foundation

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: Item 3.13, 06-10-08; item 3.08 9-4-07

District: 1, 2, 5

Agenda Number: 3.7

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND (continued):

From January 2005 through January 2007, two agencies administered the $30,000 Herdina Fund Grant for two different geographic areas:

> Riverside Humane Society Pet Adoption Center served qualified seniors living in the City of Riverside and nearby unincorporated areas, and Moreno Valley, Perris, Corona, and Norco.
>
> POPCO (The Pet Overpopulation Coalition, Inc.) served qualified seniors living in Southwest Riverside County including Canyon Lake, Lake Elsinore, Menifee, Murrieta, Perris, Sun City, Temecula, Wildomar and Winchester.

During the period September 2007 – December 2008, the County of Riverside Department of Animal Services has administered the Herdina Funds for the above two geographic areas of Riverside County. Ramona Humane Society (RHS) served as the fiscal agent (Contract #07-085). RHS and DAS successfully expended the grant funds, including a second $30,000 allocation, for a total of $60,000 to help approximately 100 indigent seniors with the medical costs of their pets.

For calendar year 2009, the Community Foundation has asked DAS to accept the funds and administer the program directly. DAS will receive an initial allocation of $30,000 for the period March 1, 2009 to December 31, 2009, with 15% to cover administrative costs ($4500).

FINANCIAL IMPACT:

The Department of Animal Services will manage and administer the allocation of Herdina Funds in the amount of $30,000 with existing staff. The Herdina Fund allows 15% of the grant, or $4,500, to be used for administrative overhead for the specified performance period.

The Community Foundation
Serving Riverside and San Bernardino Counties

2009 Herdina Grant Agreement

Organization:	**Riverside County, Dept. of Animal Services**		
Grant Amount:	**$30,000**	**Grant Number:**	**2009032**
Grant Period:	**March 1, 2009 through December 31, 2009**		
Purpose:	**See award letter for requirements of the Herdina Fund**		

1. Use of Grant Funds
Grant funds must be expended within the grant period, for the purpose(s) described in your grant proposal. Grant funds may not be expended for any other purpose without prior written approval by The Community Foundation. If there are significant difficulties in making use of the funds as specified in your proposal, or if the grant funds cannot be spent within the grant period, notify us in writing promptly.

Formal requests for extensions or variances must be submitted to the Foundation's Board of Directors for approval a minimum of 60 days before the end of the grant period.

Requests for variances or extensions are reviewed on a case-by-case basis and approved by the Board of Directors. If a request is denied, unused funds must be immediately refunded to the Foundation.

2. Payment of Grant Funds
The grant funds will be disbursed by the Foundation upon receipt of the signed Grant Agreement. Challenge grant funds will be paid in full upon receipt of the signed Grant Agreement and upon receipt of documentation providing evidence that condition(s) of the challenge grant has/have been met.

3. Certification and Maintenance of Exempt Organization Status
This grant is specifically conditioned upon Grantee's status as an eligible grantee of The Community Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter. Grantee confirms that it has not had any change in its tax-exempt status, and shall notify the Foundation immediately of any such change.

4. Final Report and Records
The Grantee will submit the Grant Evaluation report per the deadline set forth in the award letter. This report includes a narrative on outcomes based on goals and objectives set forth in the grant proposal and an expenditure report documenting use of grant funds. If equipment was purchased, copies of receipts need to be included.

5. Grantee's Financial Responsibilities
Grantee will keep records of receipts and expenditures of grant funds and other supporting documentation related to the grant at least four (4) years after completion of the grant and will make such records of receipts, expenditures and supporting documentation available to the Foundation upon request.

6. Publicity
The Community Foundation expects publicity for the grant in all relevant published materials, such as brochures, newsletters and annual reports. The credit line of "Made possible in part by a grant from **The Community Foundation Serving Riverside & San Bernardino Counties**" is suggested. When your donors are listed in printed materials, include the Foundation in the appropriate contribution size category. Sending a brief press release to your local paper is appreciated. Send or e-mail us copies of any printed articles or publicity materials that highlight the grant.

7. Indemnification
In the event that a claim of any kind is asserted against the Grantee or the Foundation related to or arising from the project funded by the Grant and a proceeding is brought against the Foundation by reason of such claim, the Grantee, upon written notice from the Foundation, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to the Foundation, by counsel approved by the Foundation in writing.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation , its offices, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees, or agents in applying for or accepting the Grant, in expending or applying the Grant funds or in carrying out any project or program supported by the Grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any bad faith act or omission by the Foundation, its officers, directors, employees, or agents.

8. Termination
The Community Foundation may terminate this agreement, withhold payments, or both at any time, if, in the Community Foundation's judgment: a) The Community Foundation is not satisfied with the quality of the Grantee's progress toward achieving the project goals and objectives; b) the Grantee dissolves or fails to operate; c) the Grantee fails to comply with the terms and conditions of this agreement.

9. Limitation of Support
This Agreement contains the entire agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements.

****

I have read and agree to the terms and conditions of the Grant Agreement.

Signature	**Date**
Printed Name	**Title**

Grant Number: 2009032

FORM APPROVED COUNTY COUNSEL
BY: JINNY H. RA 4/8/09 DATE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 4/9/09

342

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management

SUBMITTAL DATE: April 28, 2009

SUBJECT: Assessor County Clerk Recorder Air Conditioning System for Data Room - Notice of Completion

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Assessor County Clerk Recorder Air Conditioning System for Data Room Project constructed by HP Construction and Management Inc. as completed and authorize the Clerk of the Board to file the Notice of Completion; and

2. Authorize release of remaining retained funds to the contractor in accordance with contract terms.

BACKGROUND: (Commences on page 2)

Robert Field,
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 47,504	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	08/09

SOURCE OF FUNDS: Reimbursement for services Maintenance

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent

Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 3.18, 3/18/08 | **District:** 1 | **Agenda Number:** 3.8

BACKGROUND: (Continued)

On March 18, 2008 the Board of Supervisors approved the construction agreement between HP Construction and Management Inc. and the County of Riverside in the amount of $433,278 for the construction of the Assessor County Clerk Recorder Air Conditioning System for Data Room. The project was inspected and found to comply with all contract requirements. This Board action will release the balance of the contract retention funds of $47,504 to HP Construction and Management Inc., County Counsel has approved the Notice of completion as to legal form.

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

When recorded, return to:
Clerk, Board of Supervisors
4080 Lemon St., 1st Floor
Riverside, CA 92501

Notice of Completion

(Civil Code § 3093 - Public Works)

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Assessor County Clerk Recorder
Air Conditioning system for Data Room

Date: Date Hereof

Nature of owner: Government

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: HP Construction and Management
6401 Appian Way Riverside CA

Street address or legal description of site: 2724 Gateway Dr. Riverside CA

Dated: _____ Owner: County of Riverside
(Name of public entity)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

By: _____

By:_____, Deputy

Jeff Stone
Title: **Chairman, Board of Supervisors**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the County of Riverside the public entity which executed the foregoing notice and on whose behalf I make this verification: I have read said notice, know its contents, and the same time is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____ (Date)

_____

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 4/9/02 DATE

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 4/13/09

343

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management

SUBMITTAL DATE: March 30, 2009

SUBJECT: Coachella Valley Animal Campus Energy Enhancement Project - Notice of Completion

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the CVAC Animal Campus Energy Enhancement Project constructed by Los Angeles Air Conditioning, Inc. as completed and authorize the Clerk of the Board to file the Notice of Completion; and

2. Authorize release of remaining retained funds to the contractor in accordance with contract terms.

BACKGROUND: (Commences on page 2)

Robert Field,
Assistant County Executive Officer, EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 82,596	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	08/09

SOURCE OF FUNDS: Facilities Management - Deferred Maintenance

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Departmental Concurrence

☐ Consent ☒ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: 3.43 07/01/08 | **District:** 4 | **Agenda Number:** 3.9

BACKGROUND:

On July 1, 2008 the Board of Supervisors approved the construction agreement between Los Angeles Air Conditioning, Inc. and the County of Riverside in the amount of $793,000.00 for the construction of the Coachella Valley Animal Campus Energy Enhancement Project. The project was inspected and found to comply with all contract requirements. This Board action will release the balance of the contract retention funds of $82,596.20 to Los Angeles Air Conditioning, Inc. County Counsel has approved the Notice of completion as to legal form.

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

When recorded, return to:
Clerk, Board of Supervisors
4080 Lemon St., 1st Floor
Riverside, CA 92501

Notice of Completion

(Civil Code § 3093 - Public Works)

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Coachella Valley Animal Campus
Energy Enhancement Project # 20063354

Date: Date Hereof

Nature of owner: Government

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: Los Angeles Air Conditioning Inc.
1714 Lindbergh Court, La Verne, CA 91750

Street address or legal description of site: 30480 Rio Del Sol Road (72050 Petland Place)
Coachella Valley

Dated: _____ Owner: County of Riverside
(Name of public entity)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

By: _____
Jeff Stone
Title: **Chairman, Board of Supervisors**

By: _____, Deputy

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the County of Riverside the public entity which executed the foregoing notice and on whose behalf I make this verification: I have read said notice, know its contents, and the same time is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____ (Date)

_____
Jeff Stone, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 4/9/09

3-45

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management

SUBMITTAL DATE: April 1, 2009

SUBJECT: Larry D. Smith Correctional Facility Video Visitation Center

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the Larry D. Smith Correctional Facility Video Visitation Center and authorize the Clerk of the Board to advertise for bids;
2. Upon completion of the bid process, authorize the Assistant County Executive Officer/EDA/FM determine award of the project and authorize the Chairman to execute the agreement with the lowest responsive and responsible bidder in accordance with Board Policy B-11;
3. Approve the total project budget of $1,949,000;
4. Delegate project management authority for this project to the Assistant County Executive Officer/EDA/FM in accordance with applicable Board policies.

(Continued)

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA				
	Current F.Y. Total Cost:	$1,804,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$1,804,000	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 145,000	**For Fiscal Year:**	08/09

SOURCE OF FUNDS: General Fund Designation (Previously Approved Project Budget)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Reviewed by Christopher Hans

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA DATE 4/3/09
Departmental Concurrence

☐ Consent ☒ Policy
☐ Consent ☒ Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.18, 6/10/08; 3.17, 6/10/08 | **District:** 5 | **Agenda Number:** 3.10

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

5. Authorize the Assistant County Executive Officer/EDA/FM to administer the agreement in accordance with applicable Board policies.

BACKGROUND:

On June 10, 2008, the Board of Supervisors approved six support projects for the Larry D. Smith Correctional Facility Expansion No. 3. The additional support project for the Larry D. Smith Video Visitation is necessary to accommodate the increase inmate population and to be in compliance with the State of California Corrections Standards Authority.

On June 10, 2008, the Board of Supervisors approved an architectural and engineering services agreement between the County of Riverside and DMJM H&N, Inc. for the Larry D. Smith Correctional Facility Video Visitation Center. The bid documents are now complete and Facilities Management requests approval to solicit bids for the Larry D. Smith Correctional Facility Video Visitation Center. The bid documents have been approved by County Counsel as to legal form.

Facilities Management requests that the Board delegate the authority of awarding the construction agreement to the Department per Board Policy B-11, and authorize the Chairman to execute the construction agreement, provided that the contract amount falls within the proposed project budget.

The construction agreement will be awarded to the lowest responsive and responsible bidder following review and approval of the bid submittals and contract by County Counsel.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Design	$ 106,000
Construction	$ 1,450,000
Project Management/Inspection	$ 150,000
Specialty Inspection	$ 40,000
Project Contingency	$ 203,000
TOTAL	**$ 1,949,000**

On February 5, 2008, a project budget of $78.9 million for the Larry D. Smith Correctional Facility Expansion No. 3 was approved. This project is included in the previously approved project budget. Project related expenditures for FY 08/09 are estimated at $1,804,000; expenditures for FY 09/10 are estimated at $145,000.

Sufficient funds are available in the current fiscal year project budget to cover all costs associate with this agreement. Thus, no additional Net County Cost will be incurred as a result of this agreement.

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 4/16/09

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management

SUBMITTAL DATE: March 6, 2009

SUBJECT: Riverside County Regional Medical Center Emergency Treatment Services Facility Expansion – Phase 1

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the Riverside County Regional Medical Center (RCRMC) Emergency Treatment Services Facility Expansion – Phase 1 and authorize the Clerk of the Board to advertise for bids; and

2. Delegate project management authority for this project to the Assistant County Executive Officer/EDA/FM, in accordance with Board policies.

BACKGROUND: (Commences on Page 2)

Douglas D. Bagley
Douglas D. Bagley, Hospital Director
Riverside County Regional Medical Center

Robert Field
Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	08/09

SOURCE OF FUNDS: RCRMC Operating Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:
Funding for subsequent phases must be identified prior to proceeding.
County Executive Office Signature

APPROVE
BY: Jennifer L. Sargent

Reviewed by CIP TEAM Christopher Hans

Departmental Concurrence

☒ Policy ☒ Policy
☐ Consent ☐ Consent

Dept'l Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.16, 3/25/08; 3.31, 2/26/08 | **District:** 1 | **Agenda Number:** 3.11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On February 26, 2008, the Board of Supervisors approved an architectural services agreement between the County of Riverside and GMID. This agreement was to provide design, bid support and construction contract administration services for the RCRMC Emergency Treatment Services Facility Expansion - Phase 1, located at 9990 County Farm Road in Riverside.

The bid documents are now complete and Facilities Management requests approval to solicit bids for construction of this project. The bid documents have been approved by County Counsel as to legal form.

All costs associated with this project will be funded with RCRMC Operating Funds. Facilities Management will return to the Board under separate cover to approve the project budget and execute any related project agreements.

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management and Riverside County Information Technology

SUBMITTAL DATE: February 24, 2009

SUBJECT: FY 2009/10 Personal Service Agreement for Site Leasing and Maintenance / Project Management Services

RECOMMENDED MOTION: *That the Board of Supervisors:*

Approve and authorize the Chairman to execute the Personal Service Agreement with GRD, Inc., to fund wireless communication consulting services to the Public Service Enterprise Communications projects and the Department of Facilities Management.

BACKGROUND: (Commences on Page 2)

Matt Frymire, Director
Riverside County Information Technology

Robert Field
Assistant County Executive Officer EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ -0-	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 675,000	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Funds partially recovered through application fees, large portion reimbursable to Facilities Management by RCIT and PSEC Project

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 12/12/2006, 3.16; 7/29/08, 3.73

District: All

Agenda Number: 3.12

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On December 12, 2006, the Board of Supervisors approved a Consulting Services Agreement with GRD, Inc (GRD). The contract provided that GRD would provide services and consultation to (a) the Department of Facilities Management (DOFM) for leasing of County owned property to private sector cellular service providers, (b) Riverside County Information Technology (RCIT) for items pertaining to the maintenance and evolvement of existing County communication sites, and (c) the Public Service Enterprise Communication (PSEC) project, primarily in the role of property entitlements. GRD has performed these services well and the PSEC project in particular requires the continued services of GRD to complete work on Phase I radio sites and to support PSEC on an additional 10-12 in fill sites needed to attain target coverage goals. GRD has provided critical services in gaining access to federal lands at no purchase or lease cost to the county.

The proposed contract permits the county to access GRD's services as needed. There is no obligation to spend to the proposed limit of $675,000. The period of performance is for FY 2009/10, but may be extended into 2010/11 if service is required and funds remain.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

As previously indicated, DOFM, the contract manager, will be reimbursed by RCIT for those tasks performed by GRD at the request of or for the benefit of RCIT. DOFM will be reimbursed by the PSEC project for those tasks outsourced by DOFM for PSEC or for those tasks performed by GRD at the request of or for the benefit of PSEC. DOFM will also assess and collect application fees from private sector cellular carriers seeking to lease county property to recover costs associated with the contract and produce income to the county to support the PSEC project. Lease income from such sites is estimated at $20,000-25,000 per year.

The costs associated with this project will be budgeted in FY 2009/10 and are not anticipated to be incurred in FY 2008/09. No additional net county costs will be incurred as a result of this agreement.

PERSONAL SERVICE AGREEMENT

for

COMMUNICATION SITE LEASING/MAINTENANCE/PROJECT MANAGEMENT SERVICES FOR RIVERSIDE COUNTY

between

COUNTY OF RIVERSIDE

And

GRD, INC.

This Agreement, made and entered into this first day of May 1, 2009, by and between GRD, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a CONTRACTOR who is trained and experienced, and who is competent to perform the services required; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and PSEC project experience to perform the duties set out herein; and

WHEREAS the Public Service Enterprise Communications (PSEC) project has REMAINING Phase I site control work to complete and requires specialized construction inspections and PSEC has added new approximately 10 sites which are required for project performance, which require continue contractor assistance during FY2009/10;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Description of Services

1.1 CONTRACTOR at the request of the COUNTY shall provide the Communication Site consulting services covering purchases, leasing, use permit inspections and site development services as described and specified in Exhibit A, attached hereto and by this reference incorporated herein.

1.2 CONTRACTOR represents and maintains that it is skilled to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project(s). CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same disciplines in the State of California. CONTRACTOR further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement. Contractor Is Not To Perform Services Outside Of The Contract.

1.3 This is a variable quantity contract with no obligation by the County to purchase any minimum level of services. County may spend some or all of the maximum contract amount as it deems necessary. The Contractor's services shall be authorized by assignment of specific tasks up to the maximum amount of the Contract during the Period of Performance.

2. Period of Performance

2.1 This Agreement shall be effective for the period beginning July 1, 2009 and expiring June 30, 2010. County reserves the right to schedule its requests for services to match its needs. CONTRACTOR shall commence performance of requested services upon receipt of directions from County and shall diligently perform such services. Should unused fund remain at the end of the Period of Performance, County may by written notice to contractor extend the period of performance by an additional year to June 30, 2011.

2.2 It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONTRACTOR'S fees. In the event that some or all of the funds are not forthcoming for any reason or if COUNTY intends to

reduce or terminate this line of services, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of COUNTY'S notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 3 COMPENSATION.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR not more than $675,000 for services performed and expenses incurred in accordance with the terms of this Agreement and Exhibit B, consisting of one (1) page, attached hereto and incorporated herein. The $675,000 is the maximum amount allotted for services by CONTRACTOR during the Period or Performance. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

3.2 Said compensation shall be paid in accordance with a written invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within forty-five (45) working days from the date of receipt of the invoice. Compensation is based upon completion of each scheduled project.

3.3 No hourly or other price increases will be permitted during the first year of the price agreement and any later price change during an extended Period of Performance shall be negotiated between the Parties. All price decreases will automatically be extended to the COUNTY. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the contractor's profit will not be allowed.

3.4 Prepare invoices in duplicate. For this contract, send the original and duplicate copies of invoices to:

Address:
County of Riverside, Department of Facilities Management
3133 Mission Inn Ave.
Riverside, CA 92507
Attn: Accounts Payable

- Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill-to" and "ship-to" addresses of ordering department/division; contract number (to be provided upon award); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- Invoices shall be rendered "monthly" in arrears.
- In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10.

4. Assignment

CONTRACTOR shall not delegate or assign any interest in this Agreement, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of COUNTY. All sub-contractors and new key personnel of CONTRACTOR shall be approved in writing by the County prior to their assignment to work under this Agreement.

5. Hold Harmless/Indemnification

5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

5.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6. Waiver of Default

Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

7. Availability of Funding

The COUNTY's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

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8. Inspection of Service

8.1 All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the COUNTY at all times during the term of the contract. The CONTRACTOR shall provide adequate cooperation to any inspector assigned by the COUNTY to permit him/her to determine the CONTRACTOR's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by the COUNTY shall be made in such a manner as to not unduly interfere with CONTRACTOR performance. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed.

8.2 In the event the CONTRACTOR fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, the COUNTY shall have the right to either: (A) have the services performed in conformity with the contract specifications and charge to the CONTRACTOR any cost occasioned to the COUNTY that is directly related to the performance of such services. If COUNTY chooses alterative (1), the COUNTY may withhold such costs from any amounts still owed to CONTRACTOR under this or any other contractual agreements with COUNTY; or (2) terminate this contract for default as provided in the Termination Clause.

9. Termination

9.1. COUNTY or CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

9.2 COUNTY may, upon five (5) days written notice, terminate this agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to COUNTY.

9.3 After receipt of the Notice of Termination pursuant to paragraph 9.1 or 9.2 above, CONTRACTOR shall:

a.) Stop all work under this Agreement on the date specified in the Notice of Termination.

b.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by COUNTY, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to COUNTY;

9.4 After termination pursuant to paragraph 9.1 or 9.2 above, COUNTY shall make payment for all services performed in accordance with this Agreement to the date of termination, according to the rates set forth in Exhibit B.

9.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 9. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

9.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. Alteration

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

11. Independent Contractor

11.1 The CONTRACTOR is, for purposes arising out of this contract, an Independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

11.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

12. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrators, Dan Nila or James Force, but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal as shown on Exhibit I and agreed to under any resulting contract.

13. Interest of Contractor

The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. CONTRACTOR performs services for others in the communications field and may continue to do so, so long as the other party is not in negotiations with the county on any properties where Contractor is performing services. CONTRACTOR and CONTRACTOR'S Sub-contractors may work for other firms associated with the COUNTY or the PSEC project outside the county or on projects unrelated to COUNTY scope of services herein, but shall disclose this relationship to COUNTY and shall not accept work orders for PSEC work from Motorola or its venders or wireless communication site co-tenants and subcontractors without the prior written consent of the COUNTY. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

14. Conduct of Contractor

14.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

14.2 The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

14.3 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTORs or subcontractors in advance of official announcement. Additionally, the CONTRACTOR shall become privy to security related matters and shall take reasonable steps to avoid sharing such matters and information to those not part to this contract.

14.4 The CONTRACTOR or employees thereof shall not accept offers of gifts, gratuity, favors, and entertainment directly or offer the same to COUNTY employees.

15. Disallowance

In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the COUNTY.

16. Disputes

16.1 Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly

erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

16.2 The Parties agree to continue with performance of the Agreement during any such dispute period and resolution thereof.

17. Governing Law; Jurisdiction; Severability

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. Insurance

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

18.1 Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

18.2 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than **$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

18.3 Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

18.4 Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than **$1,000,000** per occurrence and **$2,000,000** annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

18.5 General Insurance Provisions - All lines:

a). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b). The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c). CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

d). It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e). The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f). CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the *COUNTY*.

19. Licensing and Permits

19.1 Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTORs. All offerers and CONTRACTORs shall be licensed, if required, in accordance with the laws of this State and any offerer or CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

19.2 CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the COUNTY of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

20. Air, Water Pollution Control, Safety and Health

CONTRACTOR shall comply with all environmental protection, air pollution control; water pollution, Safety and Health Ordinances and statues, which apply to the work performed pursuant to this contract, including any requirements, specified in state government codes.

21. OSHA Regulations

CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

22. Right To Acquire Equipment And Services

Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

23. Use By Political Entities

This agreement between the COUNTY and the CONTRACTOR for the COUNTY's requirements of select item(s) of personal services, the CONTRACTOR agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that political entities, special districts and related non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR holding the COUNTY harmless. The COUNTY of Riverside may, at its option, charge an administrative fee to those political entities, special districts and related non-profit entities that avail themselves use of this agreement. The CONTRACTOR(s) shall report annually or as otherwise requested by the COUNTY, usage and total sales dollar amount information for each individual political entity, special district, and related non-profit entity utilizing COUNTY awards.

24. Contractor's Responsibility

24.1 It is understood that the CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon the CONTRACTOR'S representations about its skills, experience and knowledge to perform the CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed.

24.2 It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

24.3 CONTRACTOR in the course of this Service will operate in isolated areas and on steep under maintain roads. CONTRACTOR shall call in whenever they leave paved roads, identify location and offer an estimate of time off the paved road and will call in again when leaving the site.

25. Conflict Of Interest

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

26. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commending with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.)

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27. Assurances

CONTRACTOR will comply with the COUNTY policies and procedures where applicable. In the event that the policies and procedures promulgated by the COUNTY are more restrictive, but not in conflict with Federal or State policies and procedures, those issued by the COUNTY will prevail.

28. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five years from the termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as requested by COUNTY.

29. Monitoring

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

30. Confidentiality

The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the COUNTY all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. CONTRACTOR may be served directly, or otherwise affected by, California Public Records Act requests as they relate to the services under this Agreement. CONTRACTOR shall immediately notify COUNTY of any such request received by CONTRACTOR so COUNTY may respond in a timely manner as it deems best; and CONTRACTOR shall cooperate fully when requested by COUNTY or as directed by a court of competent jurisdiction.

31. Administration/Contract Liaison

The COUNTY of Riverside Department of Facilities Management shall administer this Agreement on behalf of the COUNTY and is to serve as its liaison with CONTRACTOR in connection with this agreement.

32. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

County of Riverside	***Contractor***
Department of Facilities Management	GRD, Inc.
3133 Mission Inn Avenue	32120 Dillon Circle
Riverside, CA 92507	Wildomar, CA 92595
Attn: Rob Field	Attn: Gerald Doak

33. Force Majeure

33.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

33.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

34. Mutual Cooperation

The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance of services for the COUNTY under this Agreement, including providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel. The COUNTY shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the CONTRACTOR.

35. EDD Reporting Requirements

35.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the COUNTY of Riverside within 10 days of notification of award of contract when required by the EDD.

35.2 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

35.3 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

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36. Entire Agreement

This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

GRD, INC.

By: _____
Print Name: Gerald R. Dorfk
Title: CEO

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Marsha Victor
Deputy County Counsel

JKH:ra
032309
010IT
12.485

EXHIBIT A
SCOPE OF SERVICE

1.0 PURPOSE

The CONTRACTOR shall provide to the COUNTY communication site development permit, lease/purchase site control, site development and/or construction supervision, maintenance guidance and subcontractor management services.

2.0 SCOPE OF SERVICES

CONTRACTOR shall provide the following services:

2.1 Advise and assist COUNTY on lease contract texts to improve Communications leases where the COUNTY is landlord or tenant.

2.2 Participate in Public Safety Enterprise Communication (PSEC) team meetings with PSEC staff and Motorola staff and their subcontractors to solve problems and provide coordination.

2.3 Advise COUNTY on commercially reasonable expectations of maintenance at leased tower sites.

2.4 Assist, advise and guide county on land use permitting used on federal lands and assist in setting up and participating in meetings with agencies such as BLM, USFS, NPS, Indian tribes, other counties, and quasi-public agencies such as water districts and public utilities. .

2.5 Suggest technical system and management practices which may improve the public safety systems on line performance at communication tower sites.

2.6 Assist the COUNTY in negotiation of cell phone and other private telecommunications leases at COUNTY sites to increase COUNTY income and/or reduce site development costs.

2.7 Provide help in development of alternative site inventories, convene initial meetings and start negotiations with private land owners to assess terms and willingness of operators of radio towers and vacant land and explore leases or purchases of facilities or parcels.

2.8 Seek out new rent paying or development cost sharing site tenants, compatible with a public safety environment

2.9 Advise COUNTY on emerging technology, regulatory and licensing concerns and required permits and assist with license applications and use permits relevant to telecommunications facilities

2.10 Assist the COUNTY in developing scope of work documents for all aspects of site development and/or procurement

2.11 Assist COUNTY in engaging third party vendors to perform reviews, provide consulting services, perform maintenance and/or repair of facilities, including employment of sub contractors providing labor of skills not part of the GRD, but within this scope of work.

2.12 Assist COUNTY project managers in implementation of site related projects.

2.13 Provide technical communications and explanations of information required for CEQA environmental review by County's environmental consultants including guidance on vehicular access and power land line routing to communication sites by identifying best pathways and looking at cost factors.

2.14 Support County Design and Construction staff during communication zoning drawing reviews and site plan checking, construction monitoring and on site inspections, acting as owners representative with Motorola and its sub contractors.

2.15 Perform Life cycle cost effectiveness over site reviewing equipment and material selections with a focus on balance between reliability, capital costs and operating costs.

2.16 Assist County and Motorola in getting land line power to sites.

2.17 Assist County Design and construction staff in maintaining contract compliance during design and constructions and warranty phases.

2.18 Review field reports from Deputy Inspectors

2.19 Assure warranty registrations

3.0 WORK PRODUCT

3.1 All work papers and computer records prepared in connection with the contractual services will remain the property of the CONTRACTOR and shall be maintained in an organized fashion for future reference. COUNTY is a public agency and is subject to various public records regulations which make project records available to the public upon request. CONTRACTOR shall cooperate full with any such requests made through the COUNTY.

3.2 All reports rendered to the COUNTY are the exclusive property of the COUNTY and subject to its use and control. COUNTY is subject to a number of public records acts which may require public disclosure of materials in its possession and CONTRACTOR may be required to share information in response to such requests.

4.0 TASKING

4.1 COUNTY shall direct and authorize Services by issuing written work orders from time to time. Services shall include all vehicle and travel expenses, labor and/or materials and expenses associates with work performance furnished by Consultant. If consultant has questions or questions the scope of the desired work, or objects to the work, consultant shall immediately seek to notify COUNTY and clarify the situation and gain better direction. .

4.2 COUNTY at no cost to Contractor shall provide access to county staff and Motorola staff required for Contractor's provision of Services.

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EXHIBIT B
COST

The all inclusive fee shall be $110.00 per hour, subject to spending terms and conditions herein.

This fee shall include any and all travel, vehicles, hotel, meals, expenses and CONTRACTOR's personnel fees. There are no pass through costs associated with this contract. County shall support CONTRACTOR with PSEC office space, telephone and desk top computer services, copying meeting rooms and similar support in proximity to the PSEC team.

Any additional compensation for services performed by CONTRACTOR or CONTRACTOR's personnel outside the description of services or otherwise outside the scope of this exhibit, must be approved in advance by the COUNTY in writing unless otherwise noted in this work order, no overtime shall be payable hereunder.

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FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: [signature] 4/9/09
SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE 3-24-09
SYNTHIA M. GUNZEL Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

316A

FROM: Department of Facilities Management and Transportation Department **SUBMITTAL DATE:** March 13, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Agreement for a portion of Assessor's Parcel Numbers 608-090-008 and 608-090-009 and authorize the Chairman of the Board to execute these agreements on behalf of the County;

2. Authorize the Assistant County Executive Officer/EDA/FM, or his designee, to execute any other documents and administer all actions to complete this transaction.

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$54,395	**In Current Year Budget:**	Partially
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	08/09
SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) (100%)			**Positions To Be Deleted Per A-30**	☐
			Requires 4/5 Vote	☒

C.E.O. RECOMMENDATION:

APPROVE

BY: [signature] Jennifer L. Sargent

County Executive Office Signature

☒ Policy ☐ Consent — Dep't Recomm.:
☑ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 9/16/08, 3.29 | **District:** 4 | **Agenda Number:** 3.13

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 budget as outlined on Schedule A; and

4. Authorize and allocate the sum of $40,195 to purchase a portion of Assessor's Parcel Numbers 608-090-008 and 608-090-009 and $14,200 to pay all related transaction costs.

BACKGROUND:

The Miles Avenue and Clinton Street widening project, is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of the project, the project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements are currently under construction.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalk and storm drain improvements within the existing right of way. These improvements are currently under construction.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drain improvements.

The Department of Facilities Management (DOHM) has negotiated the acquisition and temporary easement of a portion of Assessor's Parcel Number 608-090-008 from Southeastern California Conference of Seventh Day Adventist, a California Non-Profit Corporation for $23,670 and a portion of Assessor's Parcel Number 608-090-009 from Southern California Conference of Seventh Day Adventist, a California Non-Profit Corporation for $16,525. There are costs of $14,200 associated with these transactions. These properties are two of the 18 properties located in Phase 2B of the project.

This Form II has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary easement of a portion of Assessor's Parcel Numbers 608-090-008 and 608-090-009:

Purchase Price	$40,195
Estimated Title and Escrow Charges	$ 3,000
Preliminary Title Report	$ 700
Appraisal	$ 5,000
DOFM Real Property Staff Time	$ 5,500
Total Estimated Acquisition Costs	$54,395

While the Department of Facilities Management (DOFM) will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse Facilities Management for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2008/09. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	$5,700

Increase Appropriations:

10000-7200400000-525400	Title Company Services	$ 700
10000-7200400000-524550	Appraisal Services	$5,000

Contract No. 09-04-001
Riverside Co. Transportation

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-54
APN: 608-090-008 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and Southeastern California Conference of Seventh Day Adventist, a California Non-Profit Corporation, herein called "Grantor".

Grantor has executed and will deliver to Maribel Hyer, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number 608-090-008 referenced as Parcel 0389-54 and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Twenty Three Thousand One Hundred Seventy Dollars ($23,170) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic

substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

B. Be obligated hereunder to include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue until the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

3. Any and all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on the note secured by Deed of Trust recorded July 24, 2003, as Instrument No. 2003-551751, Official Records of Riverside County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a partial reconveyance of Assessor's Parcel Number 608-090-008, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Deed of Trust.

Grantor hereby authorizes and directs the disbursement of funds which are demanded under the terms of said Deed of Trust.

4. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this agreement by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment for such possession and use.

5. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may commenced by County in the Superior Court of Riverside County to condemn said land, and waives any and all claim to money that has been or may be deposited in court in such case or to damages by reason of the filing of such action.

6. The performance by the County of its obligations under this agreement shall relieve the County of any and all further obligations or claims on account of the acquisition of the property referred to herein or on account of the location, grade, or construction of the proposed public improvement.

7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

8. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed

against the County solely because it prepared this agreement in its executed form.

9. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: _____

GRANTOR:

SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH DAY ADVENTIST, a California Non-Profit Corporation

By: _____
Charles McKinstry, Vice President

By: _____
Rodney Outhwaite, Assistant Secretary

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

LGH:jw
09/24/08
243TR
12.219

EXHIBIT "A"
LEGAL DESCRIPTION
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL NO. 0389-54

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being that portion of Lot 1 of a Lot Line Adjustment recorded April 22, 1993 as Instrument No. 147501, Official Records in the Office of the County Recorder of said Riverside County, lying within the northeast quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1, said corner also being the northwest corner of Parcel 1 as shown on Parcel Map 13180 filed in Book 59, Pages 48 and 49 of Parcel Maps;

thence along the northerly line of said Lot 1 North 89°34'37" East 16.86 feet;

thence leaving said northerly line, South 44°29'22" West 12.55 feet to a point on a line parallel with and 8.00 feet easterly of, measured at right angles, from the westerly line of said Lot 1;

thence along said parallel line South 00°23'20" East 219.46 feet to a point on the southerly line of said Lot 1;

thence along said southerly line South 89°38'49" West 8.00 feet to the southwest corner of said Lot 1;

thence along the westerly line of said Lot 1, North 00°23'20" West 228.34 feet to the **POINT OF BEGINNING**.

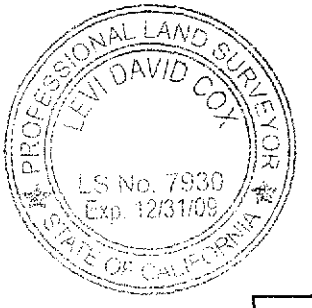
CONTAINING: 1,866.10 Square Feet more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 5/2/2008



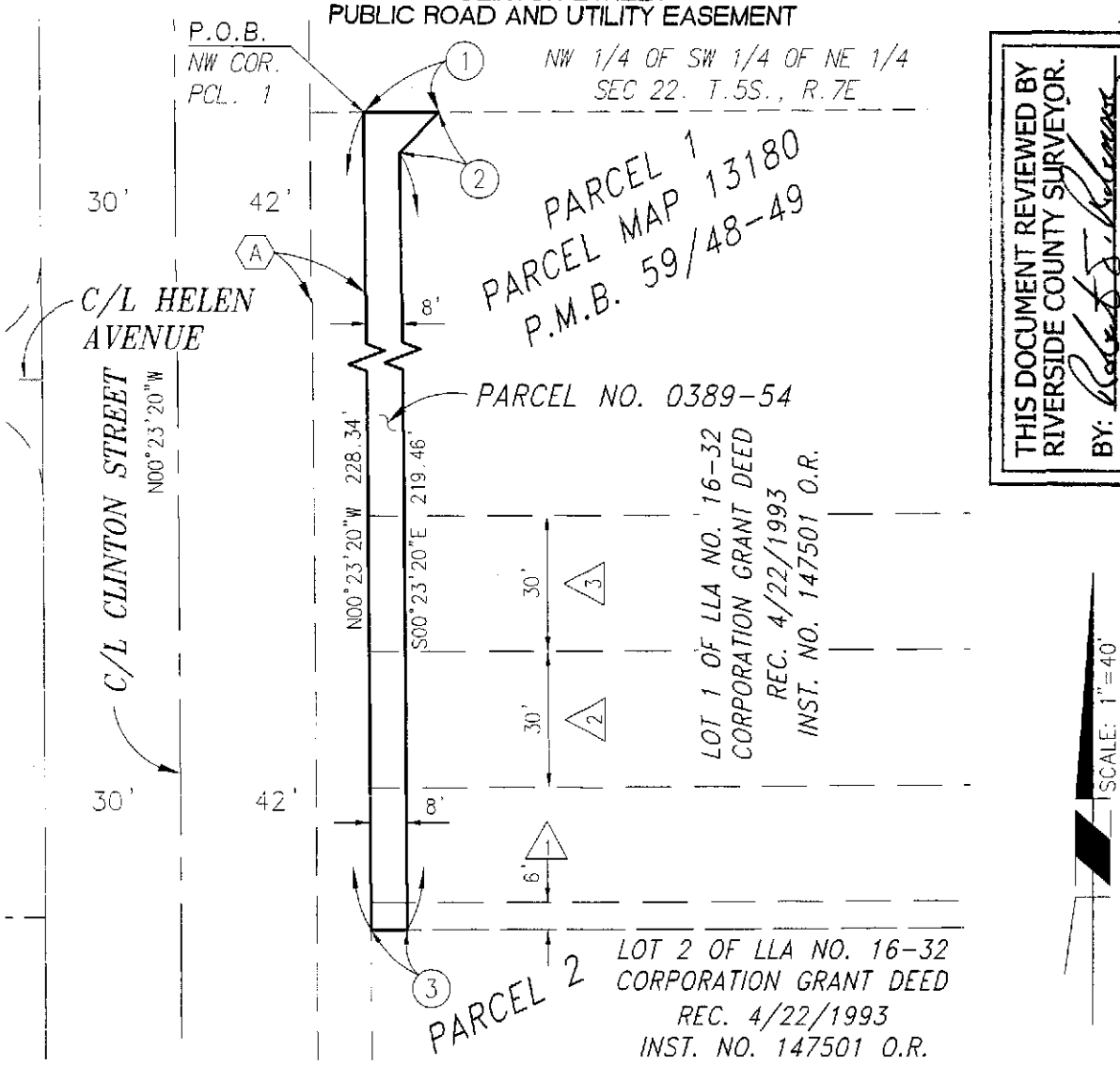
RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: April 30, 2008

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert B. Peterson
DATE: 06/16/08

INDICATES PUBLIC ROAD AND UTILITY EASEMENT: 1,866.10 +/- S.F.

EXHIBIT "B"

PLAT
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: [signature]
DATE: 06/19/08

(1) INDICATES 6' EASEMENT TO KENNETH NELSON & KATHY NELSON RECORDED 6/20/1995, AS INST. NO. 199086 OFFICIAL RECORDS FOR INGRESS & EGRESS

(2) INDICATES 30' EASEMENT TO SOUTHERN CALIFORNIA ASSOCIATION OF SEVENTH-DAY ADVENTISTS RECORDED JULY, 10, 1962 AS INSTRMENT NO. 64290 OFFICIAL RECORDS FOR ROAD PURPOSES

(3) INDICATES 30' EASEMENT TO GEORGE J. WOODBURY RECORDED JULY 10, 1962 AS INSTRMENT NO. 64287 OFFICIAL RECORDS FOR ROAD PURPOSES

(A) INDICATES ROAD EASMENT RECORDED SEPTEMBER 5, 1968 AS INSTRUMENT NO. 86011, O.R.

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°34'37"E	--	16.86'
2	N44°29'22"E	--	12.55'
3	N89°38'49"E	--	8.00'

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-54

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET PUBLIC ROADS AND UTILITY EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7030
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: APRIL 30, 2008 JN: 20-100220-54

Contract No. 09-04-001
Riverside Co. Transportation

COUNTY OF RIVERSIDE, (Herein referred to as "County"), and SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH DAY ADVENTIST, a California Non-Profit Corporation (Herein referred to as "Grantor")

PROJECT:	Miles Avenue and Clinton Street
PARCEL:	0389-54A
APN:	608-090-008 (portion)

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted County to enter upon and use a portion of the land of Grantor in the County of Riverside, State of California, identified as portion of Assessor's Parcel Number 608-090-008, as described in the legal description and depicted on the plat map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of the project.

2. The temporary construction easement used during construction of the project consists of approximately two thousand three hundred six (2,306) square feet as described on the attached legal description, referenced as Exhibit "A" and depicted on the attached plat map, referenced as Exhibit "B".

3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for four (4) months from the thirty (30) day written notice, or until completion of said project, whichever shall be later.

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. County agrees not to damage Grantor's property in the process of performing such activities.

5. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

6. At the termination of the period of use of Grantor's land by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

7. Grantor shall be held harmless from all claims of third persons arising from the use by County of Grantor's land.

8. Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

9. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.

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10. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

11. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

13. County agrees to pay Grantor Five Hundred Dollars ($500) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

Date: _____

GRANTOR:

SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH DAY ADVENTIST, a California Non-Profit Corporation

By: _____
Charles McKinstry, Vice President

By: _____
Rodney Outhwaite, Assistant Secretary

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-54A

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, lying in a portion of Lot 1 of Lot Line Adjustment 16-32 Recorded April 22, 1993 as Instrument No. 147501 of Official Records in the Office of the County Recorder of said Riverside County, lying in a portion of the northwest quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 1, said corner also being the northwest corner of Parcel 1 as shown on Parcel Map 13180 filed in Book 59, Pages 48 and 49 of Parcel Maps;

thence along the northerly line of said Lot 1, North 89°34'37" East 16.86 feet to the **TRUE POINT OF BEGINNING**;

thence continuing North 89°34'37" East 12.28 feet;

thence leaving said northerly line South 44°31'44" West 15.77 feet to a line parallel with and 18.00 feet east of the westerly line of said Lot 1;

thence along said parallel line South 00°23'20" East 217.20 feet to the southerly line of said Lot 1;

thence along said southerly line South 89°38'49" West 10.00 feet to a line parallel with and 8.00 feet east of the westerly line of said Lot 1;

thence leaving said southerly line and along said parallel line North 00°23'20" West 219.46 feet;

EXHIBIT "A"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-54A

thence leaving said parallel line North 44°29'22" East 12.55 feet to a point on the northerly line of said Lot 1, said point also being the **TRUE POINT OF BEGINNING.**

CONTAINING: 2,306.30 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 5-2-2008

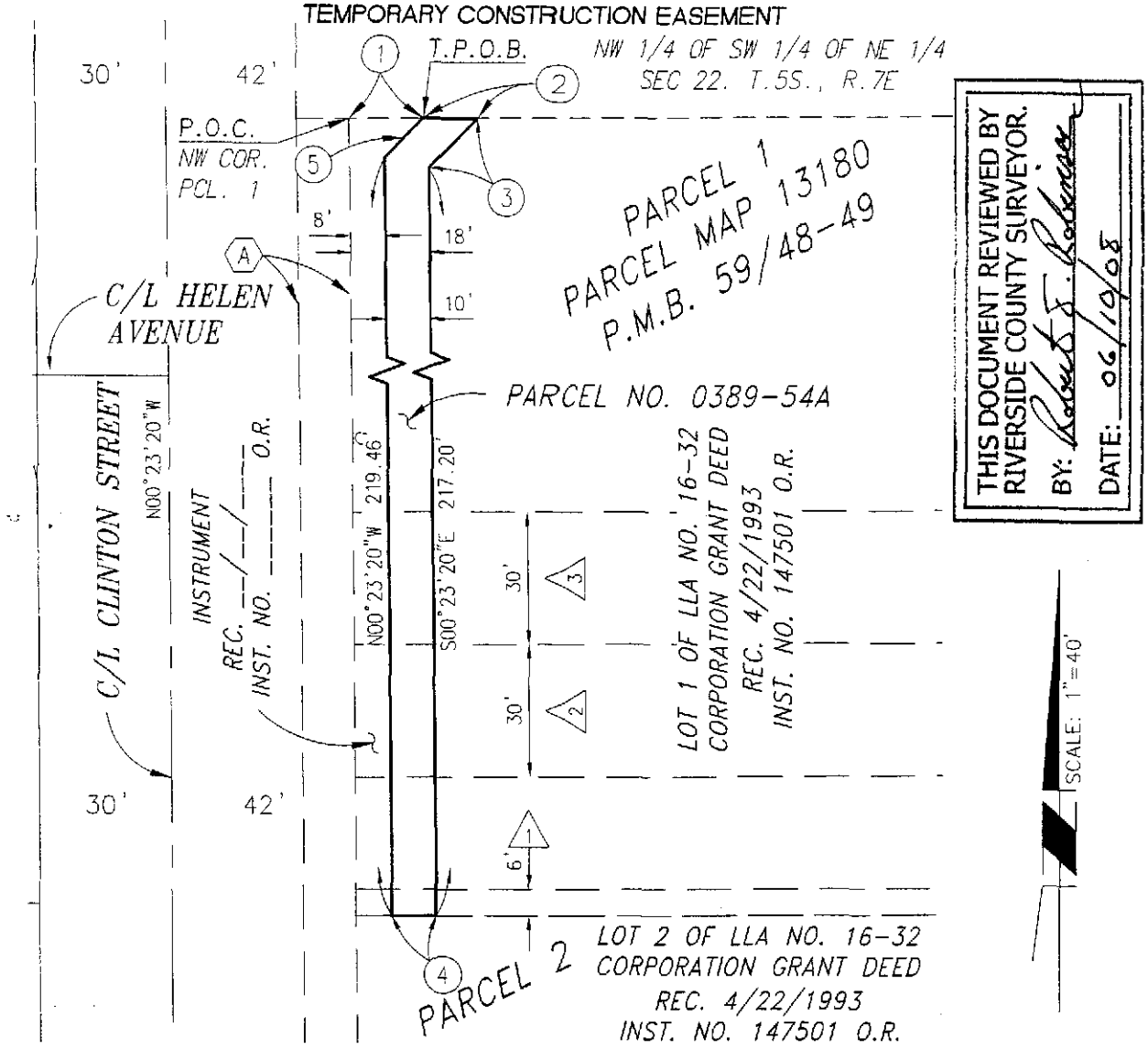
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Peterson
DATE: 06/10/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: April 30, 2008

EXHIBIT "B"

PLAT
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT

INDICATES TEMPORARY CONSTRUCTION EASEMENT: 2,306.30 +/- S.F.



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert E. Robinson
DATE: 06/19/08

△1 INDICATES 6' EASEMENT TO KENNETH NELSON & KATHY NELSON RECORDED 6/20/1995, AS INST. NO. 199086 OFFICIAL RECORDS FOR INGRESS & EGRESS

△2 INDICATES 30' EASEMENT TO SOUTHERN CALIFORNIA ASSOCIATION OF SEVENTH-DAY ADVENTISTS RECORDED JULY, 10, 1962 AS INSTRMENT NO. 64290 OFFICIAL RECORDS FOR ROAD PURPOSES

△3 INDICATES 30' EASEMENT TO GEORGE J. WOODBURY RECORDED JULY 10, 1962 AS INSTRMENT NO. 64287 OFFICIAL RECORDS FOR ROAD PURPOSES

(A) INDICATES ROAD EASMENT RECORDED SEPTEMBER 5, 1968 AS INSTRUMENT NO. 86011, O.R.

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°34'37"E	--	16.86'
2	N89°34'37"E	--	12.28'
3	S44°31'44"W	--	15.77'
4	S89°38'49"W	--	10.00'
5	N44°29'22"E	--	12.55'

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-54A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7858
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION

74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: APRIL 30, 2008 JN: 20-100220-54A

Contract No. 09-04-001
Riverside Co. Transportation

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-53
APN: 608-090-009 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and Southern California Conference of Seventh Day Adventist, a California Non-Profit Corporation, herein called "Grantor".

Grantor has executed and will deliver to Maribel Hyer, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number 608-090-009 referenced as Parcel 0389-53 and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Sixteen Thousand One Hundred Eighty Five Dollars ($16,185) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic

substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

B. Be obligated hereunder to include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue until the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

3. Any and all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on the note secured by Deed of Trust recorded July 24, 2003, as Instrument No. 2003-551751, Official Records of Riverside County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a partial reconveyance of Assessor's Parcel Number 608-090-009, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Deed of Trust.

Grantor hereby authorizes and directs the disbursement of funds which are demanded under the terms of said Deed of Trust.

4. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this agreement by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment for such possession and use.

5. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may commenced by County in the Superior Court of Riverside County to condemn said land, and waives any and all claim to money that has been or may be deposited in court in such case or to damages by reason of the filing of such action.

6. The performance by the County of its obligations under this agreement shall relieve the County of any and all further obligations or claims on account of the acquisition of the property referred to herein or on account of the location, grade, or construction of the proposed public improvement.

7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

8. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed

against the County solely because it prepared this agreement in its executed form.

9. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: _____

GRANTOR:

SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH DAY ADVENTIST, a California Non-Profit Corporation

By: _____
Charles McKinstry, Vice President

By: _____
Rodney Outhwaite, Assistant Secretary

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

LGH:jw
09/24/08
243TR
12.22024

EXHIBIT "A"

LEGAL DESCRIPTION
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL NO. 0389-53

That certain portion of land situated in the City of Indio, County of Riverside, State of California, lying in a portion of Lot 2 of Lot Line Adjustment No. 16-32, recorded April 22, 1993 as a Corporation Grant Deed as Instrument No. 147501 of Official Records in the Office of the County Recorder of said Riverside County, lying in a portion of the northeast quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the southwest corner of said Lot 2, said corner also being the southwest corner of Parcel 2 as shown on Parcel Map 13180 filed in Book 59, Pages 48 and 49 of Parcel Maps;

thence along the westerly line of said Lot 2, North 00°23'13" West 103.11 feet to the northwesterly corner of said Lot 2;

thence along the northerly line of said lot 2 North 89°38'56" East 8.00 feet to a line parallel with and 8.00 feet easterly of, measured at right angles, from said westerly line;

thence along said parallel line South 00°23'13" East 74.42 feet to the beginning of a tangent curve concave westerly and having a radius of 2039.00 feet;

thence along said curve southerly 28.69 feet through a central angle of 00°48'22" to a point on the southerly line of said Lot 2;

thence along said southerly line, non-tangent from said curve South 89°39'03" West 7.80 feet to the **POINT OF BEGINNING**.

CONTAINING: 822.91 Square Feet, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
LS No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

Date: 8/5/2008

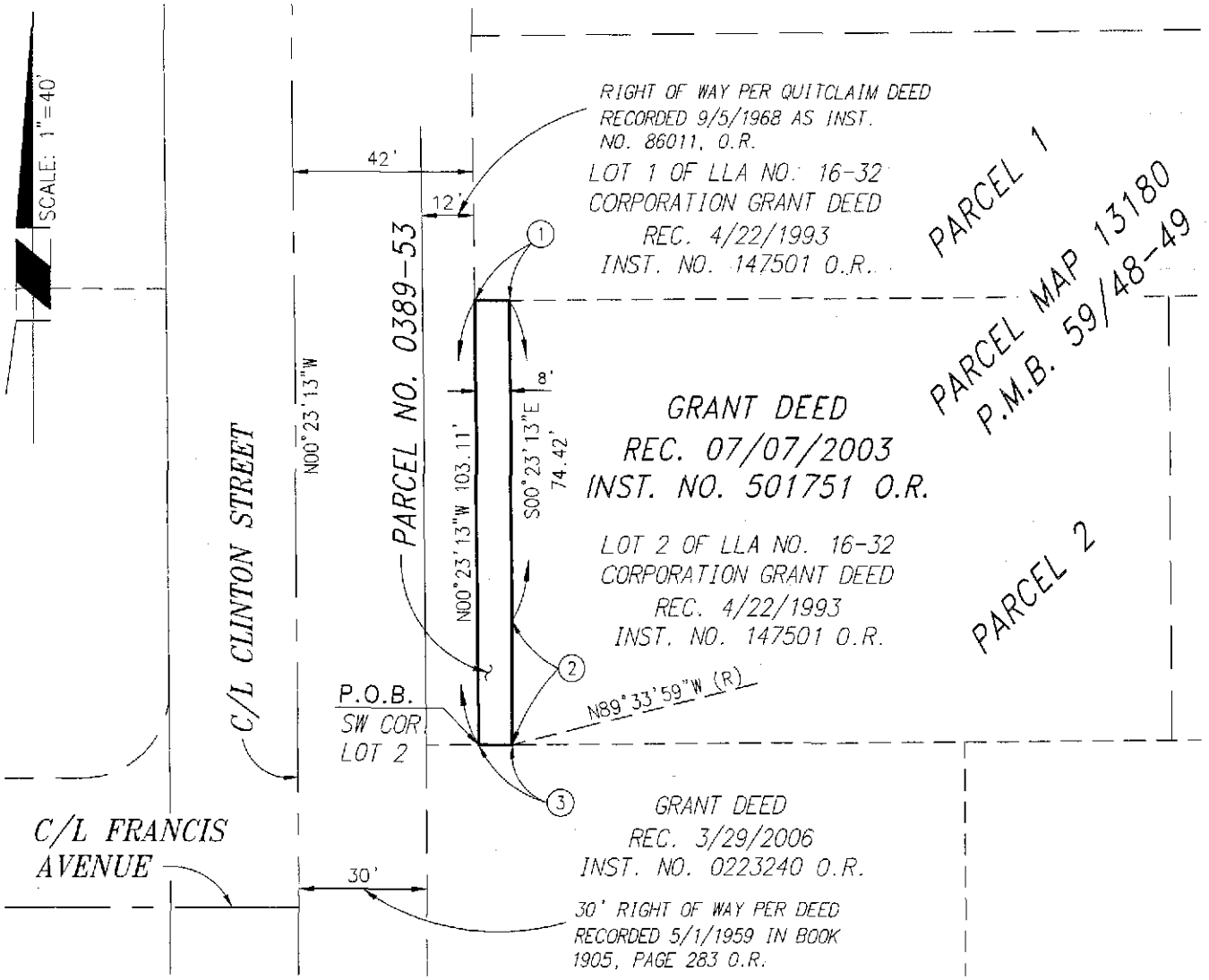
RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: JULY 30, 2008

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 08/11/08

INDICATES PUBLIC ROAD AND UTILITY EASEMENT: 822.91 +/- S.F.

EXHIBIT "B"

PLAT
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 08/11/08

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°38'56"E	--	8.00'
2	00°48'22"	2039.00'	28.69'
3	S89°39'03"W	--	7.80'

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-53

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET PUBLIC ROADS AND UTILITY EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: JULY 30, 2008 JN: 20-100220-53

Contract No. 09-04-001
Riverside Co. Transportation

COUNTY OF RIVERSIDE, (Herein referred to as "County"), and
SOUTHERN CALIFORNIA CONFERENCE OF
SEVENTH DAY ADVENTIST, a California Non-Profit Corporation (Herein referred to as "Grantor")

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-53A
APN: 608-090-009 (portion)

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted County to enter upon and use a portion of the land of Grantor in the County of Riverside, State of California, identified as portion of Assessor's Parcel Number 608-090-009, as described in the legal description and depicted on the plat map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of the project.

2. The temporary construction easement used during construction of the project consists of approximately one thousand thirty one (1,031) square feet as described on the attached legal description, referenced as Exhibit "A" and depicted on the attached plat map, referenced as Exhibit "B".

3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for four (4) months from the thirty (30) day written notice, or until completion of said project, whichever shall be later.

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. County agrees not to damage Grantor's property in the process of performing such activities.

5. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

6. At the termination of the period of use of Grantor's land by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

7. Grantor shall be held harmless from all claims of third persons arising from the use by County of Grantor's land.

8. Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

9. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.

///
///

10. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

11. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

13. County agrees to pay Grantor Three Hundred Forty Dollars ($340) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

Date: _____

GRANTOR:

SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH DAY ADVENTIST, a California Non-Profit Corporation

By: _____
Charles McKinstry, Vice President

By: _____
Rodney Outhwaite, Assistant Secretary

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-53A

That certain portion of land situated in the City of Indio, County of Riverside, State of California, lying in a portion of Lot 2 of Lot Line Adjustment No. 16-32, recorded April 22, 1993 as a Corporation Grant Deed as Instrument No. 147501 of Official Records in the Office of the County Recorder of said Riverside County, lying in a portion of the northeast quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the southwest corner of said Lot 2, said corner also being the southwest corner of Parcel 2 as shown on Parcel Map 13180 filed in Book 59, Pages 48 and 49 of Parcel Maps;

thence along the southerly line of said Lot 2, North 89°39'03" East 7.80 feet to the beginning of a non-tangent curve concave westerly and having a radius of 2039.00 feet, a radial line of said curve from said point bears South 89°33'59" East, said point also being the **TRUE POINT OF BEGINNING**;

thence leaving said southerly line and along said curve northerly 28.69 feet through a central angle of 00°48'22";

thence tangent from said curve North 00°23'13" West 74.42 feet to the northerly line of said Parcel 2;

thence continuing along said northerly line North 89°38'56" East 10.00 feet;

thence leaving said northerly line South 00°23'13" East 74.41 feet to the beginning of a tangent curve concave westerly and having a radius of 2049.00 feet;

EXHIBIT "A"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-53A

thence along said curve southerly 28.70 feet through a central angle of 00°48'09" to a point on the southerly line of said Lot 2;

thence non-tangent from said curve along said southerly line of Lot 2 South 89°39'03" West 10.00 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING: 1031.07 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 5/2/2008

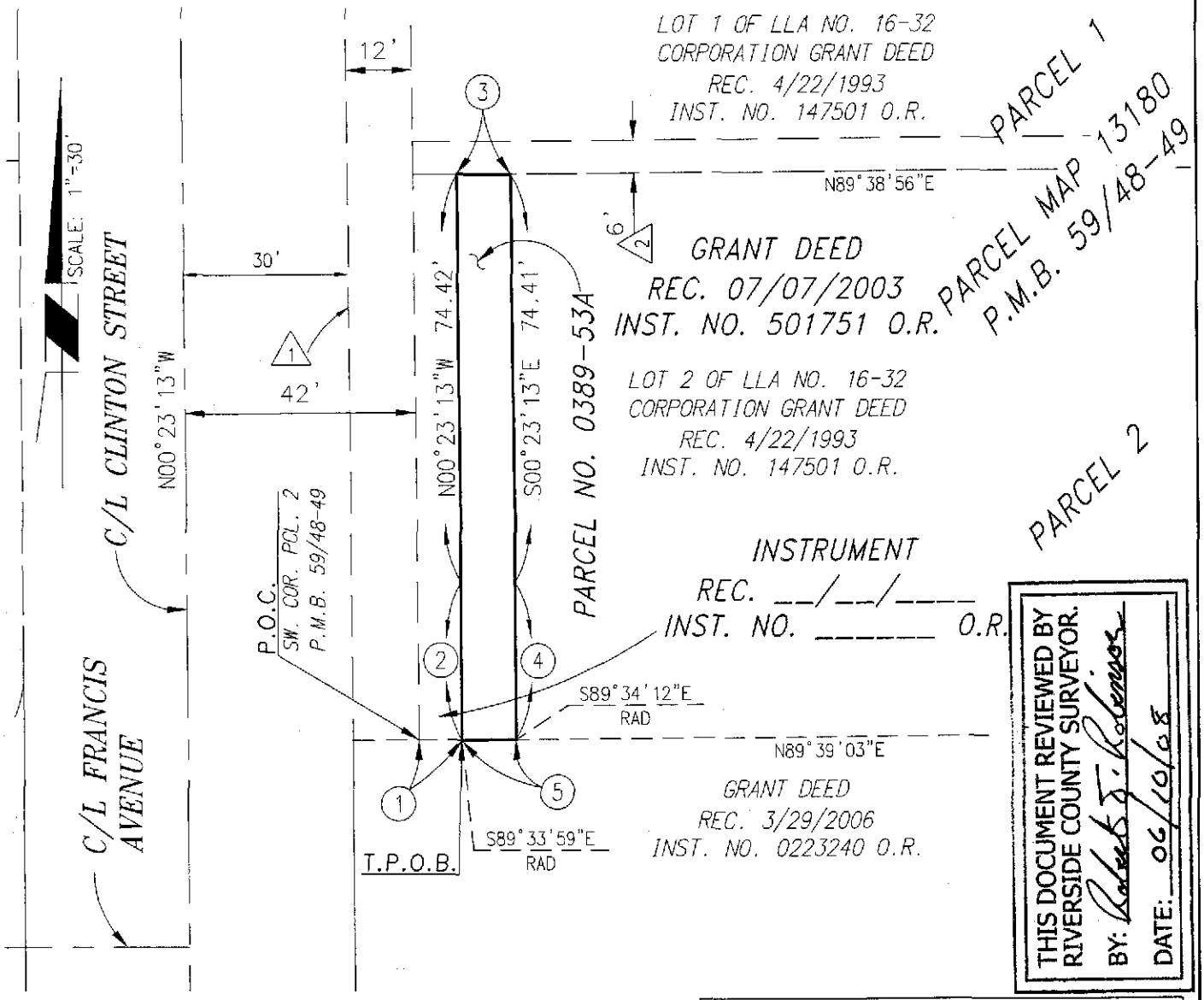
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert J. Robinson
DATE: 06/10/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: April 30, 2008

INDICATES TEMPORARY CONSTRUCTION EASEMENT: 1,031.07 +/- S.F.

EXHIBIT "B"

PLAT
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert F. Peterson
DATE: 06/10/08

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N89°39'03"E	--	7.80'
2	00°48'22"	2039.00'	28.69'
3	N89°38'56"E	--	10.00'
4	00°48'09"	2049.00'	28.70'
5	S89°39'03"W	--	10.00'

1 INDICATES C/L OF EASEMENT TO SOUTHERN SIERRAS POWER COMPANY RECORDED 5/21/1931, IN BOOK 26, PAGE 237 OFFICIAL RECORDS FOR UTILITIES (UNKNOWN WIDTH)

2 INDICATES 6' EASEMENT TO KENNETH NELSON & KATHY NELSON RECORDED 6/20/1995, AS INST. NO. 199086 OFFICIAL RECORDS FOR INGRESS & EGRESS

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-53A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: APRIL 30, 2008 JN: 20-100220-53A

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: [signature] DATE: 3/9/09
SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE: 3/12/09
SYNTHIA M. GUNZEL

Department Head Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3.14 A

FROM: Department of Facilities Management and Transportation Department **SUBMITTAL DATE:** March 13, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Agreement for a portion of Assessor's Parcel Number 608-090-010 and authorize the Chairman of the Board to execute these agreements on behalf of the County;

2. Authorize the Assistant County Executive Officer/EDA/FM, or his designee, to execute any other documents and administer all actions to complete this transaction.

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$9,885	**In Current Year Budget:**	Partially
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	08/09
SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) (100%)			**Positions To Be Deleted Per A-30**	☐
			Requires 4/5 Vote	☒

C.E.O. RECOMMENDATION:

APPROVE

BY: [signature]
Jennifer L. Sargent

County Executive Office Signature

☐ Consent ☒ Policy — Dep't Recomm.:
☐ Consent ☑ Policy — Per Exec. Ofc.:

Prev. Agn. Ref.: 9/16/08, 3.29 | **District:** 4 | **Agenda Number:** 3.14

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

RECOMMENDED MOTION:

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 budget as outlined on Schedule A; and

4. Authorize and allocate the sum of $2,645 to purchase a portion of Assessor's Parcel Number 608-090-010, $130 for a temporary construction easement on Assessor's Parcel Number 608-090-010, and $7,110 to pay all related transaction costs.

BACKGROUND:

The Miles Avenue and Clinton Street widening project, is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of the project, the project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements are currently under construction.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalks and storm drain improvements within the existing right of way. These improvements are currently under construction.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drains improvements.

The Department of Facilities Management (DOFM) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-090-010 from Trinity Lutheran Church of Indio for $2,775. There are costs of $7,110 associated with this transaction. This property is one of 18 properties located in Phase 2B of the project.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-090-010:

Acquisition:	$2,645
Temporary Construction Easement:	$ 130
Estimated Title and Escrow Charges:	$ 760
Preliminary Title Report:	$ 350
Appraisal:	$2,800
DOFM Real Property Staff Time:	$3,200
Total Estimated Acquisition Costs:	$9,885

While the DOFM will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse DOFM for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2008/09. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	$3,150

Increase Appropriations:

10000-7200400000-525400	Title Company Services	$ 350
10000-7200400000-524550	Appraisal Services	$2,800

Contract No. 09-03-014
Riverside Co. Transportation

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-51
APN: 608-090-010

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and TRINITY LUTHERAN CHURCH of INDIO, herein called "Grantor".

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying Parcel 0389-51, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Two Thousand Six Hundred Forty Five Dollars ($2,645) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials

Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

B. Be obligated hereunder to include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue until the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

3. Any and all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on the note secured by Deed of Trust recorded January 24, 1989, as Instrument No. 23717, Official Records of Riverside County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a reconveyance as the Assessor's Parcel Number 608-090-010, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Deed of Trust.

Grantor hereby authorizes and directs the disbursement of funds which are demanded under the terms of said Deed of Trust.

4. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this agreement by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment for such possession and use.

5. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may commenced by County in the Superior Court of Riverside County to condemn said land, and waives any and all claim to money that has been or may be deposited in court in such case or to damages by reason of the filing of such action.

6. The performance by the County of its obligations under this agreement shall relieve the County of any and all further obligations or claims on account of the acquisition of the property referred to herein or on account of the location, grade, or construction of the proposed public improvement.

7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

8. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the District solely because it prepared this agreement in its executed form.

9. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: February 1, 2009

GRANTOR

TRINITY LUTHERAN CHURCH of INDIO

By: _____
President

By: _____
Secretary

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
Interim County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

LGH:ra
01/12/09
243TR
12.136

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-51

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being that portion of Parcel 1 of map thereof filed in Book 9, Page 46 of Parcel Maps, in the Office of the County Recorder of said Riverside County, being that portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Parcel 1, said point being the westerly terminus of that certain course shown as North 89°39'03" East 113.00 feet;

thence along the northerly line of said Parcel 1 North 89°39'03" East 3.93 feet to the beginning of a non-tangent curve concave westerly and having a radius of 2039.00 feet, a radial line of said curve from said point bears South 86°44'17" East;

thence leaving said northerly line and along said curve southerly 22.42 feet through a central angle of 00°37'48" to a point of reverse curvature with a curve concave easterly and having a radius of 1961.03 feet, a radial line of said curve from said point bears South 86°06'29" East;

thence along said curve southerly 36.98 feet through a central angle of 01°04'49" to a non-tangent intersection with the westerly line of said Parcel 1;

thence along said westerly line of Parcel 1, North 00°23'13" West 59.27 feet to the **POINT OF BEGINNING**.

CONTAINING 113.18 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert E. Robinson
DATE: 08/11/08

8/5/2008
Date:

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

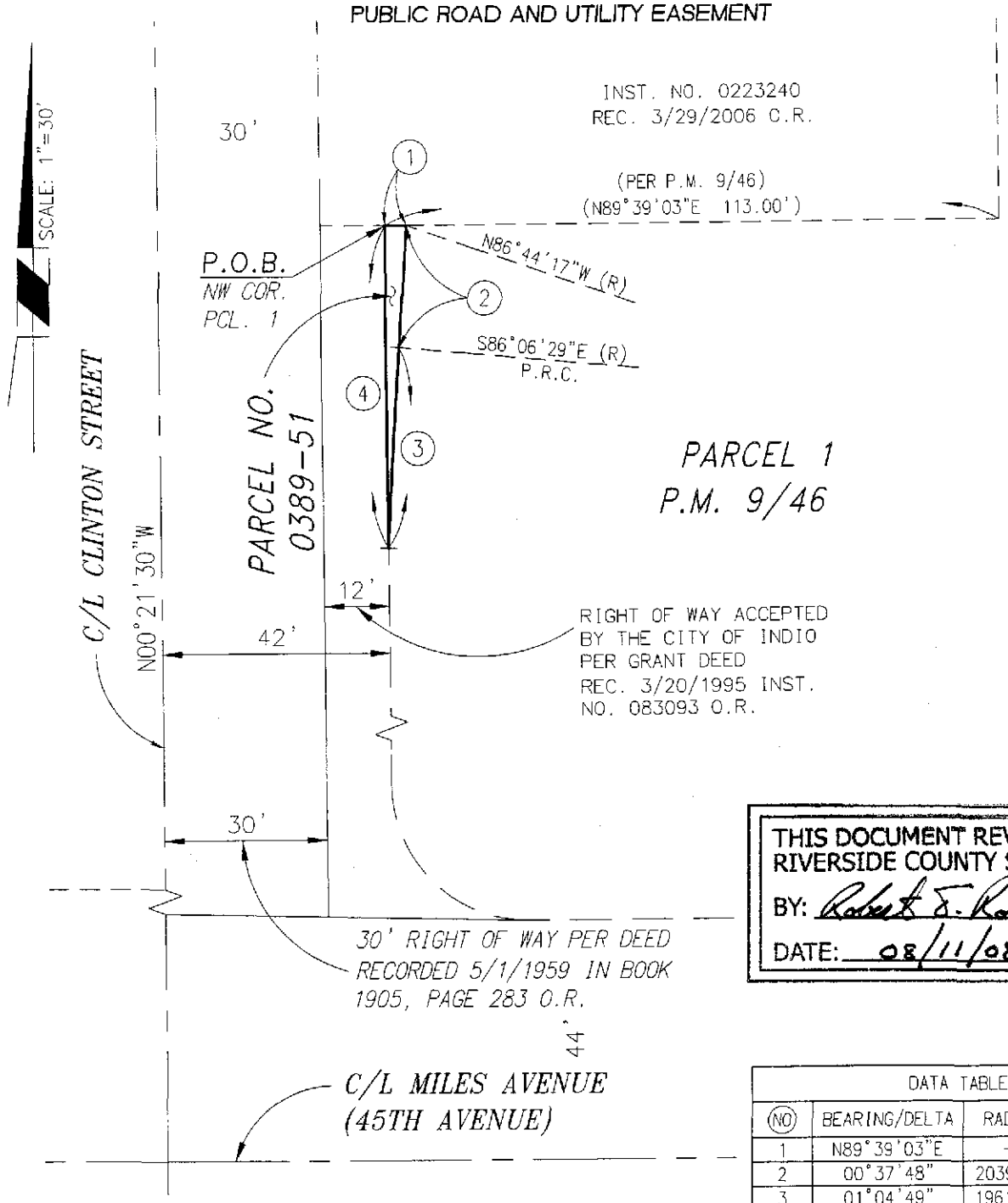
PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
LS No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: JULY 30, 2008

INDICATES PUBLIC ROAD AND UTILITY EASEMENT: 113.18 +/- S.F.

EXHIBIT "B"

PLAT
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 08/11/08

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°39'03"E	--	3.93'
2	00°37'48"	2039.00'	22.42'
3	01°04'49"	1961.03'	36.98'
4	N00°23'13"W	--	59.27'

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-51

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET PUBLIC ROADS AND UTILITY EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: JULY 30, 2008 JN: 20-100220-51

Contract No. 09-03-014
Riverside Co. Transportation

COUNTY OF RIVERSIDE, (Herein referred to as "County"), and

TRINITY LUTHERAN CHURCH OF INDIO, (Herein referred to as "Grantor")

PROJECT:	Miles Avenue and Clinton Street
PARCEL:	0389-51A
APN:	608-090-010

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted to the County to enter upon and use the land of Grantor in the County of Riverside, State of California, indentified as Assessor's Parcel Number 608-090-010, as described in the legal description and depicted on the plat map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of the project.

2. The temporary construction easement, used during construction of the project consists of approximately five hundred ninety seven (597) square feet as described on the attached legal description, referenced as Exhibit "A" and depicted on the attached plat map, referenced as Exhibit "B".

3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for four (4) months from the thirty (30) day written notice, or until completion of said project, whichever shall be sooner.

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. County agrees not to damage Grantor's property in the process of performing such activities.

5. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

6. At the termination of the period of use of Grantor's land by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

7. Grantor shall be held harmless from all claims of third persons arising from the use by County of Grantor's land.

8. Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

9. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.

10. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

11. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

13. County agrees to pay Grantor One Hundred Thirty Dollars ($130) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

Date: February 1, 2009

GRANTOR

TRINITY LUTHERAN CHURCH OF INDIO

By: _____
President

By: _____
Secretary

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
Interim County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

LGH:ra
01/12/09
243TR
12.136

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-51A

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being that portion of Parcel 1 of the map thereof filed in Book 9, Page 46 of Parcel Maps in the Office of the County Recorder of said Riverside County lying in a portion of the northeast quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 1, said point being the westerly terminus of that certain course shown as "North 89°39'03" East 113.00 feet" on said map;

thence along the northerly line of said Parcel 1 North 89°39'30" East 3.93 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said northerly line North 89°38'39" East 10.02 feet to a point on a non-tangent curve concave westerly and having a radius of 2049.00 feet, a radial line of said curve from said point bears North 86°45'21" West;

thence along said curve southerly 23.16 feet through a central angle of 00°38'51" to a point of reverse curvature with a curve concave easterly and having a radius of 1951.00 feet, a radial line of said curve from said point bears South 86°06'29" East;

thence along said curve southerly 36.79 feet through central angle of 01°04'50";

thence radially from said curve North 87°11'19" West 10.00 feet to a point on a non-tangent curve concave easterly and having a radius of 1961.00 feet, said curve being concentric with and 10.00 feet westerly of last said curve, a radial line of said concentric curve from said point bears South 87°11'19" East, said point also being on the easterly right-of-way line of Clinton Street;

thence along said curve northerly 36.98 feet through a central angle of 01°04'50" to a point of reverse curvature with a curve concave westerly and having a radius of 2039.00 feet, a radial line of said curve from said point bears North 86°06'30" West;

EXHIBIT "A"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-51A

thence along said curve northerly 22.42 feet through central angle of 00°37'48" to the **TRUE POINT OF BEGINNING.**

CONTAINING: 596.74 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

8/5/2008
Date:

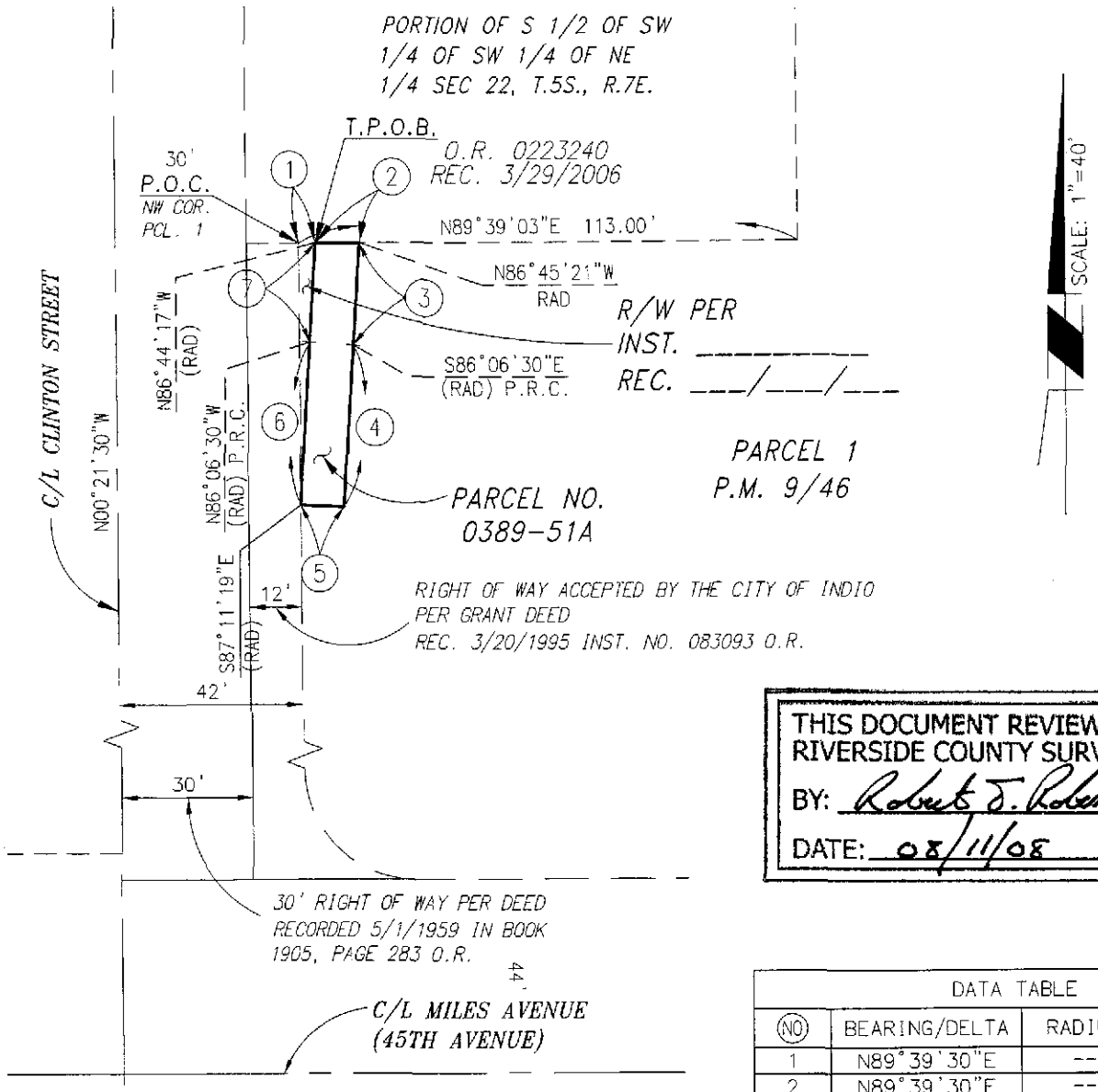
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 08/11/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: JULY 30, 2008

INDICATES TEMPORARY CONSTRUCTION EASEMENT: 596.74 +/- S.F.

EXHIBIT "B"

PLAT
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 08/11/08

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°39'30"E	--	3.93'
2	N89°39'30"E	--	10.02'
3	00°38'51"	2049.00'	23.16'
4	01°04'50"	1951.00'	36.79'
5	N87°11'19"W(R)	--	10.00'
6	01°04'50"	1961.00'	36.98'
7	00°37'48"	2039.00'	22.42'

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-51A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 ■ FAX 760.346.8315 ■ www.RBF.com

DATE: JULY 30, 2008 JN: 20-100220-51A

318A

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: SUSANA GARCIA-BOCANEGRA 4/1/09

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 3-26-09

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management and Transportation Department

SUBMITTAL DATE: March 6, 2009

SUBJECT: Temporary Construction Easement Deed for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Easement Deed for a portion of Assessor's Parcel Number 608-063-011 and authorize the Chairman of the Board to execute this document on behalf of the County;

2. Authorize the Assistant County Executive Officer/EDA/FM, or his designee, to execute any other documents and administer all actions to complete this transaction.

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$16,260	**In Current Year Budget:**	Partially
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	08/09

SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) 100%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

☒ Policy ☐ Consent — Dep't Recomm.:

☑ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 9/16/08, 3.29 | **District:** 4 | **Agenda Number:** 3.15

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 budget as outlined on Schedule A; and

4. Authorize and allocate the sum of $9,710 to rent a portion of real property and $6,550 to pay all related transaction costs.

BACKGROUND:

The Miles Avenue and Clinton Street widening project, is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of the project, the project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements are currently under construction.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalk and storm drain improvements within the existing right of way. These improvements are currently under construction.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct cub, gutter, sidewalk, and storm drains improvements.

The Department of Facilities Management (DOFM) has negotiated the acquisition of temporary rights for a portion of Assessor's Parcel Number 608-063-011 from Thomas Dean Dailey and Kelley Elizabeth Dailey for a price of $9,710. There are costs of $6,550 associated with this transaction. This property is one of 18 properties located in Phase 2B of the project.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the rental of a portion of Assessor's Parcel Number 608-063-011:

Temporary Construction Easement:	$ 9,710
Estimated Title and Escrow Charges:	$ 1,500
Preliminary Title Report:	$ 350
Appraisal:	$ 1,900
DOFM Real Property Staff Time:	$ 2,800
Total Estimated Acquisition Costs:	$16,260

While Facilities Management will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse Facilities Management for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining cost will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 08/09. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	$2,250

Increase Appropriations:

10000-7200400000-525400	Title Company Services	$ 350
10000-7200400000-524550	Appraisal Services	$1,900

Recorded at request of and return to:
Department of Facilities Management
Real Estate Division
On behalf of the Transportation Department
3133 Mission Inn Avenue
Riverside, California 92507-4199

FREE RECORDING
This instrument is for the benefit of the County of Riverside, and is entitled to be recorded without fee. (Govt. Code 6103)

12.246\100208\243TR\COjw

(Space above this line reserved for Recorder's use)

Contract No. 09-04-002
Riverside Co. Transportation

PROJECT: MILES AVENUE & CLINTON STREET
PARCEL: 65A
APN: 608-063-011

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THOMAS DEAN DAILEY AND KELLEY ELIZABETH DAILEY,
HUSBAND AND WIFE AS COMMUNITY PROPERTY, ("Grantor" herein),

Hereby GRANTS AND CONVEYS to the

COUNTY OF RIVERSIDE, a political subdivision ("Grantee" herein),
and its successors and assigns,

A Temporary Non-exclusive Construction Easement for construction of a road improvement project by the Grantee (the "Road" herein), in, on, and along the real property situated in the County of Riverside, State of California, identifying a portion or portions of Assessor's Parcel Number 608-063-011 referenced as Parcel 65A and described on Exhibits "A" and "B" attached hereto and made a part hereof.

Other terms of Temporary Construction Easement Deed (hereinafter, the "Deed"):

1.1 County shall pay to the order of Grantor the sum of Nine Thousand Seven Hundred Ten Dollars ($9,710) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

2.1 The temporary construction easement, used during construction of the project consists of approximately one thousand one hundred (1100) square feet referenced as Parcel 65A and described on Exhibits "A" and "B attached hereto and made a part hereof.

3.1 The rights granted herein may be exercised for four (4) months commencing on the date that the thirty (30) day written notice by County is delivered to Grantor in accord to the notice provision herein, and concludes at the end of four months of the grant of the easement, or the conclusion of the project, whichever shall be later.

3.2 The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by Grantee, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with Grantee, its successors and assigns, wherever and whenever necessary for the purpose of constructing the Road. Grantee agrees not to damage Grantor's property in the process of performing such activities.

3.3 Reasonable access to Grantor's property across the Temporary Construction Easement shall be maintained by the Grantee at all times during the term of this Easement.

3.3 At the expiration of the Temporary Construction Easement term, Grantee shall quitclaim its interest in such property to Grantor or Grantor's successor.

3.4 At the termination of the period of use of Grantor's land by Grantee, but before its relinquishment to Grantor, debris generated by Grantee's use will be removed and the surface will be graded and left in a neat condition.

4.1 It is mutually understood and agreed by and between the parties hereto that the right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

5.1 Grantor shall be held harmless from all claims of third persons arising from the use by Grantee of Grantors' land.

5.2 Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

5.3 Any notice, payment or instrument, or other documents required or permitted to be given or delivered may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to Grantor:	Thomas Dean Dailey and Kelley Elizabeth Dailey 81-486 Alberta Avenue Indio, California 92201
If to County:	COUNTY OF RIVERSIDE Department of Facilities Management Real Estate Division 3133 Mission Inn Avenue Riverside, California 92507 Attention: Maribel Hyer Real Property Agent Phone Number: (951) 955-8431 Fax: (951) 955-4837 E-mail address: MAHyer@rc-facilities.org

Or such other person or address as either party may direct in writing to the other, provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

5.4 Each Grantor and County affixing his or her signature to this Temporary Construction Easement Deed warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions, and provisions therein, that his or her respective party has the full legal right, power, capacity and authority to enter into this Deed and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

5.5 The titles and headings of Sections and Paragraphs of this Temporary Construction Easement Deed, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this Easement, or to control, limit or modify any of the terms, covenants or conditions hereof.

5.6 This Temporary Construction Easement Deed entered into between the parties dated _____, contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained therein, and no prior oral or written understanding shall be of any

force or effect with respect to those matters covered thereby. This Deed shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Grantor and County. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modified this Deed, signed by all of the parties hereto. No provision contained shall be construed against the County solely because it prepared this Deed in its executed form.

5.7 This Deed and the provisions contained herein shall be binding upon and inure to the benefit of Grantor, County, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

5.8 If any term, covenant, condition or provision of this Deed is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way affect, impair, or invalidate any other terms, covenant, condition or provision contained in the Deed.

5.9 Each of the parties hereto shall execute and deliver any and all additional papers, documents or other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

5.10 Grantor, their assigns and successors in interest shall be bound by all the terms and conditions contained in this Deed, and all the parties thereto shall be jointly and severally liable thereunder.

5.11 Time if of the essence of this Deed. Failure to comply with any requirement, including but not limited to any time requirement, of this Deed shall constitute a material breach of this Deed.

5.12 Subject to any other provision stated herein, in any action or proceeding between the parties hereto seeking interpretation or enforcement of any of the terms and provision of this Deed or in connection with the Easement Area, the prevailing party in such action or proceeding shall be entitled to have and to recover from the other party its reasonable attorney's fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court cost.

5.13 This Deed shall not take effect until the Board of Supervisors have approved and executed all documents.

Dated: 01/24/09

GRANTOR

By: Thomas Dean Dailey
Thomas Dean Dailey

By: Kelley Elizabeth Dailey
Kelley Elizabeth Dailey

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
Nancy Romero
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

GRANTOR

Dated: _____

By: _____
Thomas Dean Dailey

By: _____
Kelley Elizabeth Dailey

ATTEST:
Nancy Romero
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Cynthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

GRANTOR

Dated: _____

By: _____
Thomas Dean Dailey

By: _____
Kelley Elizabeth Dailey

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

STATE OF ~~CALIFORNIA~~ WYOMING)
)ss.
COUNTY OF Campbell)

On January 24, 2009, before me, Ryan LaFayette, a Notary Public in and for said County and State, personally appeared Kelley and Thomas Daily, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

NOTARY PUBLIC
RYAN LAFAYETTE
STATE OF WYOMING
COUNTY OF CAMPBELL
My Commission Expires 6/12/2012

WITNESS my hand and official seal:

Signature _____

[SEAL]

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal:

Signature _____

[SEAL]

STATE OF CALIFORNIA)
)ss.
COUNTY OF RIVERSIDE)

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

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

WITNESS my hand and official seal:

Signature_____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the Grantee consents to the recordation thereof by its duly authorized officer.

Date_____ By: _____
Robert Field, Director
Department of Facilities Management

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 2-20-09
SYNTHIA M. GUNZEL DATE

STATE OF CALIFORNIA)
)ss.
COUNTY OF RIVERSIDE)

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

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

WITNESS my hand and official seal:

Signature_____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the Grantee consents to the recordation thereof by its duly authorized officer.

Date_____ By: _____
Robert Field
Assistant County Executive Officer

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-65A

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of Lot 144 of Oasis Palms, as shown on a map thereof filed in Book 31, Pages 18 and 19 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 144, also being in the westerly right-of-way line of Clinton Street (having a westerly half width of 30.00 feet);

thence along the easterly line of said Lot South 00°21'30" East 104.41 feet to the beginning of a tangent curve concave westerly and having a radius of 20.00 feet;

thence along said easterly line and said curve southerly 31.51 feet through a central angle of 90°15'30";

thence continuing along said southerly line South 89°54'00" West 0.79 feet;

thence leaving said northerly right-of-way line North 45°15'49" East 8.23 feet;

thence North 00°21'30" West 118.72 feet to the northerly line of said line of said Lot;

thence along said northerly line North 89°54'00" East 15.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 1682.71 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 06/10/08

This description was prepared by
me or under my direction.

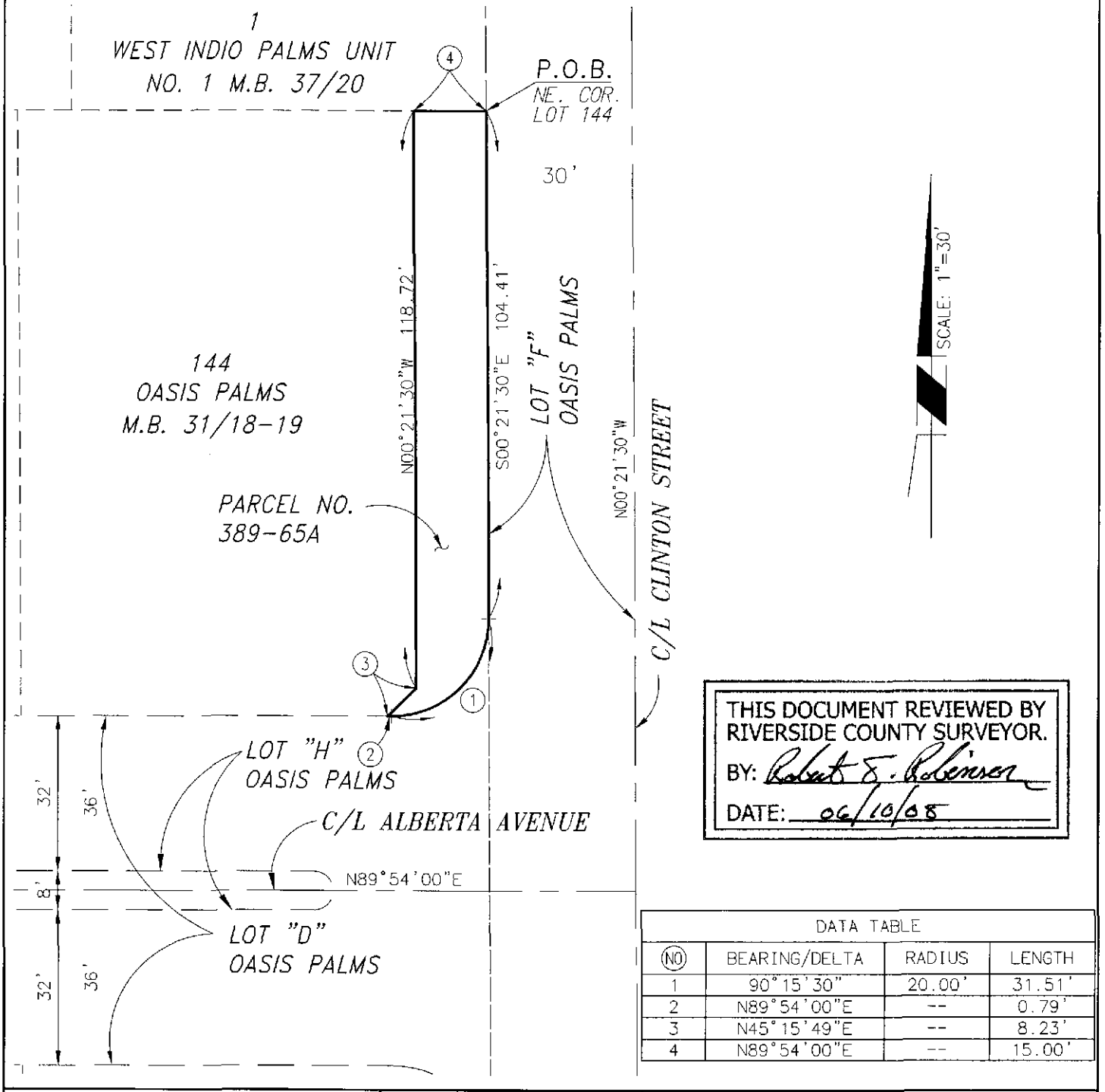
Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 5/2/2008

INDICATES TEMPORARY CONSTRUCTION EASEMENT: 1,682.71 +/- S.F.

EXHIBIT "B"

PLAT
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 06/10/08

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	90°15'30"	20.00'	31.51'
2	N89°54'00"E	--	0.79'
3	N45°15'49"E	--	8.23'
4	N89°54'00"E	--	15.00'

NORTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-65A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7880
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION

74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 ▪ FAX 760.346.8315 ▪ www.RBF.com

DATE: APRIL 30, 2008 JN: 20-100220-65A

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY [signature] 4/8/09
SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNSEL
BY: [signature] 3/11/09
SYNTHIA M. GUNZEL DATE

301 A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management and Transportation Department

SUBMITTAL DATE: March 13, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Agreement for a portion of Assessor's Parcel Number 608-062-017 and authorize the Chairman of the Board to execute these documents on behalf of the County;

2. Authorize the Assistant County Executive Officer/EDA/FM, or his designee, to execute any other documents and administer all actions to complete this transaction.

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$20,875	**In Current Year Budget:**	Partially
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	08/09

SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) (100%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

☒ Policy ☐ Consent — Dep't Recomm.:

☑ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 9/16/08, 3.29 | **District:** 4 | **Agenda Number:** 3.16

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

RECOMMENDED MOTION:

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 budget as outlined on Schedule A; and

4. Authorize and allocate the sum of $11,815 to purchase a portion of Assessor's Parcel Number 608-062-017, $310 for a temporary construction easement of Assesor's Parcel Number 608-062-017, and $8,750 to pay all related transactions costs.

BACKGROUND:

The Miles Avenue and Clinton Street widening project, is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of the project, the project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements are currently under construction.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalk, and storm drain improvements within the existing right of way. These improvements are currently under construction.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drains improvements.

The Department of Facilities Management (DOFM) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-062-017 from Olga Elias for a price of $12,125. There are costs of $8,750 associated with this transaction. This property is one of 18 properties located in Phase 2B of the project.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-062-017:

Acquisition:	$11,815
Temporary Construction Easement:	$ 310
Estimated Title and Escrow Charges:	$ 1,500
Preliminary Title Report:	$ 350
Appraisal:	$ 1,900
DOFM Real Property Staff Time:	$ 5,000
Total Estimated Acquisition Costs:	$20,875

While the DOFM will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse DOFM for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2008/09. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	$2,250

Increase Appropriations:

10000-7200400000-525400	Title Company Services	$ 350
10000-7200400000-524550	Appraisal Services	$1,900

Contract No. 09-03-013
Riverside Co. Transportation

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-58
APN: 608-062-017 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and OLGA ELIAS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, herein called "Grantor".

Grantor has executed and will deliver to Maribel Hyer, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number 608-062-017 referenced as Parcel 0389-58 and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Eleven Thousand Eight Hundred Fifteen Dollars ($11,815) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic

substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

B. Be obligated hereunder to include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue until the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

3. Any and all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on the note secured by Deed of Trust recorded December 15, 2006, as Instrument No. 2006-0922294, Official Records of Riverside County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a partial reconveyance of Assessor's Parcel Number 608-062-017, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Deed of Trust.

Grantor hereby authorizes and directs the disbursement of funds which are demanded under the terms of said Deed of Trust.

4. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this agreement by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment for such possession and use.

5. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may commenced by County in the Superior Court of Riverside County to condemn said land, and waives any and all claim to money that has been or may be deposited in court in such case or to damages by reason of the filing of such action.

6. The performance by the County of its obligations under this agreement shall relieve the County of any and all further obligations or claims on account of the acquisition of the property referred to herein or on account of the location, grade, or construction of the proposed public improvement.

7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

8. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed

against the County solely because it prepared this agreement in its executed form.

9. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: _____

GRANTOR:

OLGA ELIAS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

By: _____
Olga Elias

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk to the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

CO:jw
09/29/08
243TR
12.142

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-58

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of Lot 20 of Tract No. 2240, as shown on a map thereof filed in Book 42, Page 60 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the southeast corner of said Lot 20;

thence along the southerly line of said lot South 89°54'00" West 1.24 feet to a point on a non-tangent curve concave easterly and having a radius of 1839.00 feet, a radial line of said curve from said point bears North 85°31'07" East;

thence along said curve northerly 85.93 feet through a central angle of 02°40'38", a radial line of said curve from said point bears North 88°11'45" East;

thence non-tangent from said curve North 42°12'06" West 22.38 feet to the northerly line of said Lot 20, also being the southerly right-of-way line of Sirocco Avenue;

thence along said northerly line also being said southerly right-of-way line North 89°54'00" East 0.44 feet to the beginning of a tangent curve concave southwesterly and having a radius of 20.00 feet, said curve also being the northeasterly line of said Lot;

EXHIBIT "A"
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-58

thence along said northeasterly line and said curve easterly, southeasterly and southerly 31.33 feet through a central angle of 89°44'31" to the easterly line of said Lot 20, also being the westerly right-of-way line of Clinton Street;

thence along said easterly line also being said westerly right-of-way, tangent from said curve South 00°21'30" East 82.50 feet to the **POINT OF BEGINNING**.

CONTAINING: 443.19 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 5-22-2008

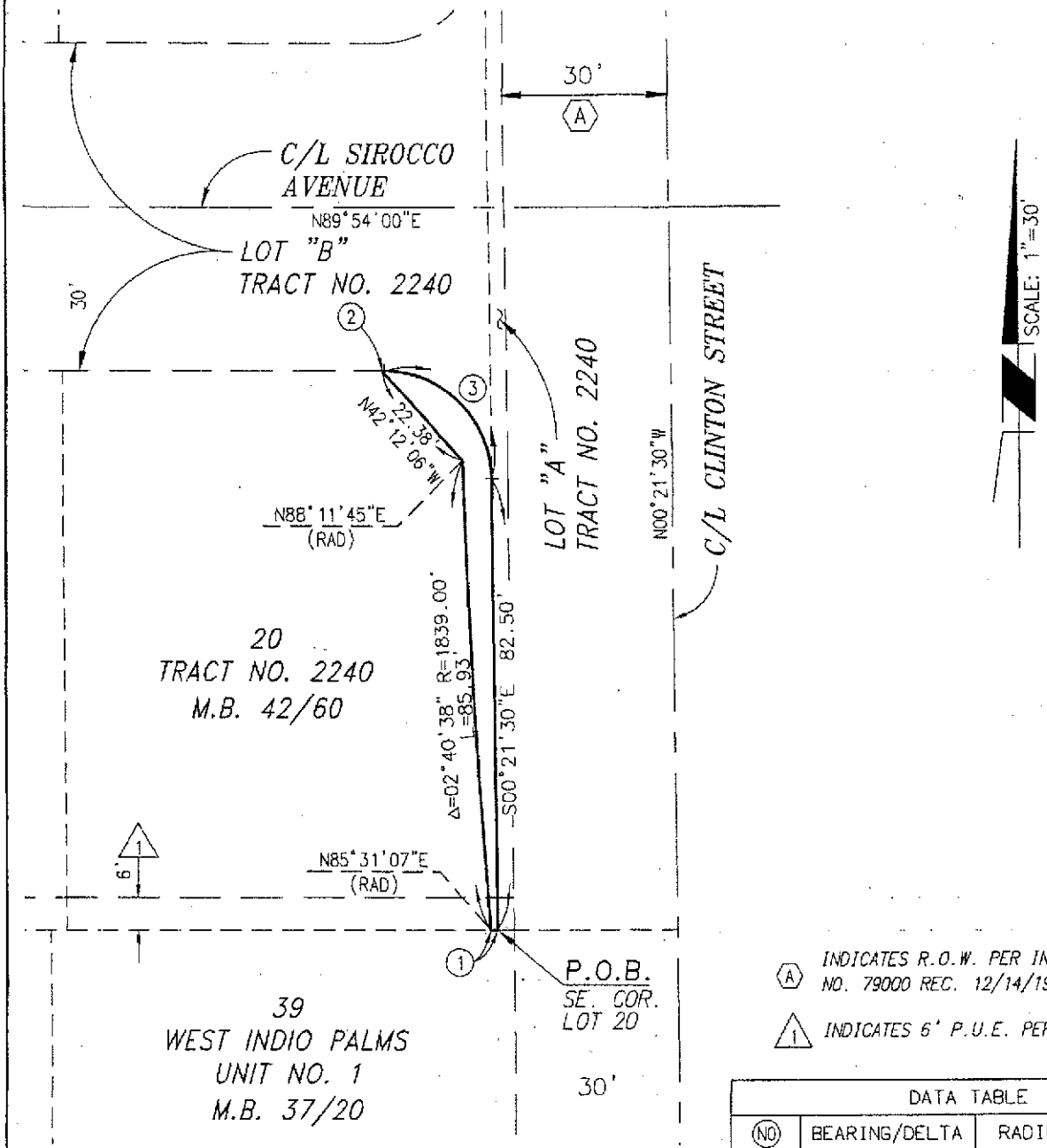
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY:
DATE: 05/23/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: April 15, 2008

EXHIBIT "B"

PLAT
PUBLIC ROAD AND UTILITY EASEMENT

INDICATES PUBLIC ROAD AND UTILITY EASEMENT:
443.19 +/- S.F.



(A) INDICATES R.O.W. PER INSTRUMENT NO. 79000 REC. 12/14/1955

(1) INDICATES 6' P.U.E. PER M.B. 42/60

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	S89°54'00"W	--	1.24'
2	N89°54'00"E	--	0.44'
3	89°44'31"	20.00'	31.33'

NORTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-58

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET PUBLIC ROADS AND UTILITY EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: MARCH 17, 2008 JN: 20-100220-58

Contract No. 09-03-013
Riverside Co. Transportation

COUNTY OF RIVERSIDE, (Herein referred to as "County"), and

OLGA ELIAS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, (Herein referred to as "Grantor")

PROJECT:	Miles Avenue and Clinton Street
PARCEL:	0389-58A
APN:	608-062-017 (portion)

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted County to enter upon and use a portion of the land of Grantor in the County of Riverside, State of California, identified as portion of Assessor's Parcel Number 608-062-017, as described in the legal description and depicted on the plat map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of the project.

2. The temporary construction easement used during construction of the project consists of approximately nine hundred fifty three (953) square feet as described on the attached legal description, referenced as Exhibit "A" and depicted on the attached plat map, referenced as Exhibit "B".

3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for four (4) months from the thirty (30) day written notice, or until completion of said project, whichever shall be later.

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. County agrees not to damage Grantor's property in the process of performing such activities.

5. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

6. At the termination of the period of use of Grantor's land by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

7. Grantor shall be held harmless from all claims of third persons arising from the use by County of Grantor's land.

8. Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

9. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.

///

10. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

11. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

13. County agrees to pay Grantor Three Hundred Ten Dollars ($310) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

Date: _____

GRANTOR:

OLGA ELIAS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

By: _____
Olga Elias

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

CO:jw
09/29/08
243TR
12.142

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL 0389- 58A

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of Lot 20 of Tract No. 2240, as shown on a map thereof filed in Book 42, Page 60 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the southeast corner of said Lot 20;

thence along the southerly line of said Lot South 89°54'00" West 4.24 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said southerly line South 89°54'00" West 10.39 feet;

thence leaving said southerly line North 00°27'27" West 77.88 feet;

thence North 45°52'46" West 24.89 feet;

thence North 00°06'00" West 7.14 feet to the northerly line of said Lot, also being the southerly right-of-way line of Sirocco Avenue (having a southerly half width of 30.00 feet);

thence along the northerly line of said Lot North 89°54'00" East 9.17 feet;

EXHIBIT "A"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL 0389-58A

thence leaving said right-of-way line South 42°12'06" East 22.34 feet to a point on a non-tangent curve concave easterly and having a radius of 1839.00 feet, a radial line of said curve from said point bears North 88°11'45" East;

thence along said curve southerly 85.93 feet through a central angle of 02°40'38" feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 952.57 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

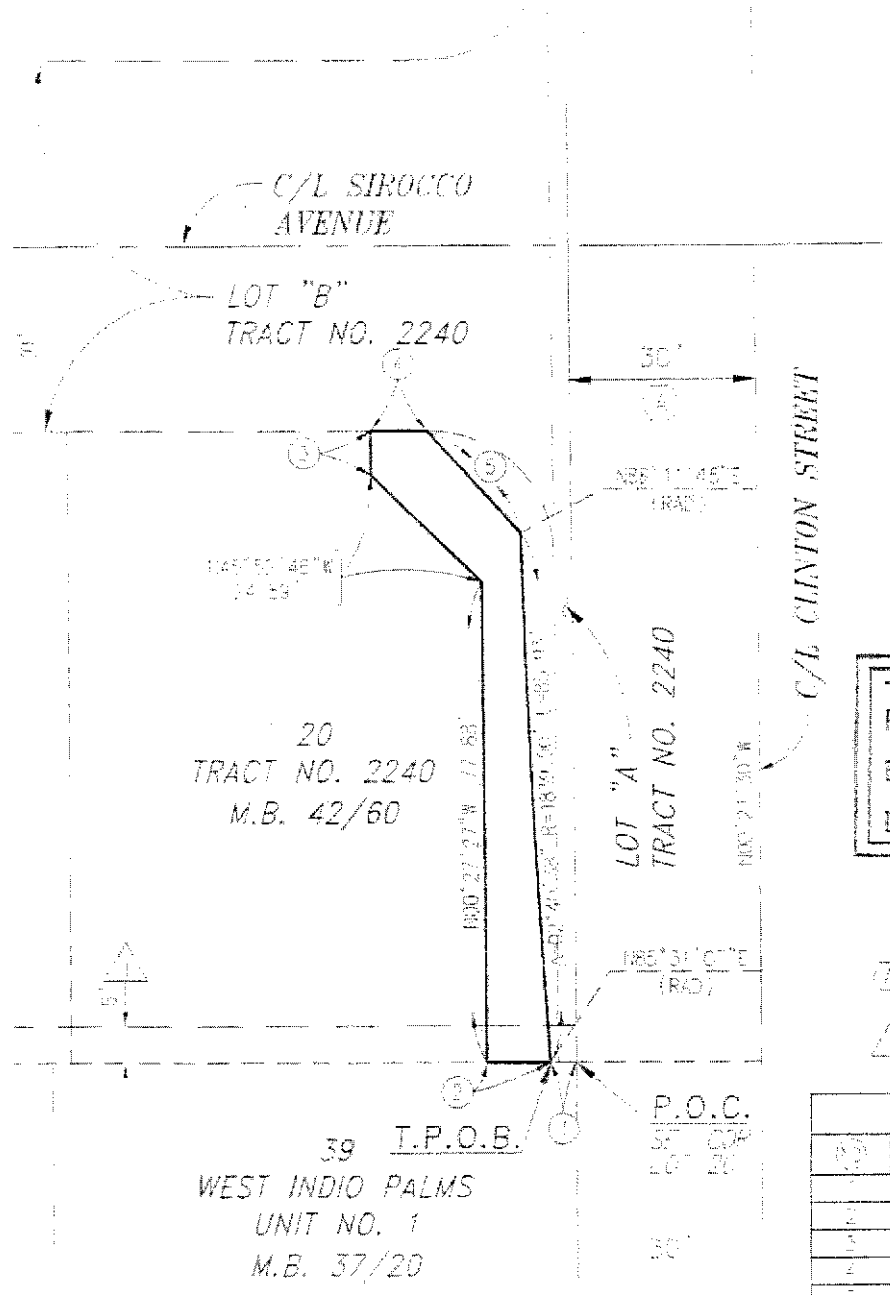
Date: 5-22-2008

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert E. Peterson
DATE: 05/13/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: April 15, 2008

EXHIBIT "B"

PLAT
TEMPORARY CONSTRUCTION EASEMENT



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert E. Robinson
DATE: 05/13/05

(5) INDICATES R.O.W. PER INSTRUMENT NO. 79000 REC. 12/14/1955

(1) INDICATES 5" P.L.S.& T. PER M.B. 42/60

DATA TABLE			
NO.	BEARING/DELTA	RADIUS	LENGTH
1	S89°54'30"W	---	4.24'
2	S89°54'30"W	---	10.55'
3	N00°06'30"W	---	5.14'
4	N89°54'30"E	---	8.00'
5	S47°10'42"E	---	22.36'

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7538
Exp. 12/31/09
STATE OF CALIFORNIA

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-199 COUNTRY CLUB DRIVE SUITE 201
PALM DESERT, CALIFORNIA 92260-1695
760.345.7481 • FAX 760.345.8315 • www.RBF.com

302 A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management and Transportation Department

SUBMITTAL DATE: March 13, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Agreement for a portion of Assessor's Parcel Number 608-163-001 and authorize the Chairman of the Board to execute these documents on behalf of the County;

2. Authorize the Assistant County Executive Officer/EDA/FM, or his designee, to execute any other documents and administer all actions to complete this transaction.

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field, Director
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$15,465	**In Current Year Budget:**	Partially
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	08/09
SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) 100%			**Positions To Be Deleted Per A-30**	☐
			Requires 4/5 Vote	☒

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
ROBERTE. BYRD, AUDITOR-CONTROLLER
BY: SUSANA GARCIA-BOCANEGRA 4/8/09

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 3/16/09

Departmental Concurrence

☒ Policy ☐ Consent — Dep't Recomm.:
☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 3.29, 9/16/08 | **District:** 4 | **Agenda Number:** 3.17

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 budget as outlined on Schedule A; and

4. Authorize and allocate the sum of $7,525 to acquire a portion of Assessor's Parcel Number 608-163-001, $460 for a temporary construction easement of Assessor's Parcel Number 608-163-001 and $7,480 to pay all related transaction costs.

BACKGROUND:

The Miles Avenue and Clinton Street widening project, is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction costs and accelerate construction of the project, the project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements are currently under construction.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalk and storm drain improvements within the existing right of way. These improvements are currently under construction.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drain improvements.

The Department of Facilities Management (DOFM) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-163-001 from R. Gene Wilson for $7,985. There are costs of $7,480 associated with this transaction. This property is one of 18 properties located in Phase 2B of the project.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

Transportation Project Number B2-0389.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-163-001:

Acquisition	$ 7,525
Temporary Construction Easement	$ 460
Estimated Title and Escrow Charges	$ 830
Preliminary Title Report	$ 350
Appraisal	$ 2,800
DOFM Real Property Staff Time	$ 3,500
Total Estimated Acquisition Costs:	$ 15,465

While DOFM will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse DOFM for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 08/09. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	$ 3,150

Increase Appropriations:

10000-7200400000-525400	Title Company Services	$ 350
10000-7200400000-524550	Appraisal Services	$ 2,800

Contract No. 0903-015
Riverside Co. Transportation

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-49
APN: 608-163-001

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and R. GENE WILSON WHO ACQUIRED TITLE TO THE PROPERTY DESCRIBED HEREIN UNDER HER FORMER NAME OF R. GENE HOLT, TRUSTEE OF THE R. GENE HOLT REVOCABLE LIVING TRUST, DATED AUGUST 25, 1992, herein called "Grantor".

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying Parcel 0389-49, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Seven Thousand Five Hundred Twenty Five Dollars ($7,525) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic

substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

B. Be obligated hereunder to include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue until the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

3. Any and all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on the note secured by Deed of Trust recorded August 16,1996, as Instrument No. 311082, Official Records of Riverside County, which was assigned via an assignment recorded February 3, 1997, as Instrument No. 037209, Official Records of Riverside County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a reconveyance as the Assessor's Parcel Number 608-163-001, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Deed of Trust.

Grantor hereby authorizes and directs the disbursement of funds which are demanded under the terms of said Deed of Trust.

4. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this agreement by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment for such possession and use.

5. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may commenced by County in the Superior Court of Riverside County to condemn said land, and waives any and all claim to money that has been or may be deposited in court in such case or to damages by reason of the filing of such action.

6. The performance by the County of its obligations under this agreement shall relieve the County of any and all further obligations or claims on account of the acquisition of the property referred to herein or on account of the location, grade, or construction of the proposed public improvement.

7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

8. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supersedes any and all other prior agreements and understandings,

oral or written, in connection therewith. No provision contained herein shall be construed against the District solely because it prepared this agreement in its executed form.

9. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: _____

GRANTOR

R. GENE WILSON WHO ACQUIRED TITLE TO THE PROPERTY DESCRIBED HEREIN UNDER HER FORMER NAME OF R. GENE HOLT REVOCABLE LIVING TRUST, DATED AUGUST 25, 1992

By: R. Gene Wilson
R. Gene Wilson

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____

APPROVED AS TO FORM:
Pamela J. Walls
Interim County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

LGH:jw24
01/09/09
243TR
12.222

EXHIBIT "A"

LEGAL DESCRIPTION

MILES AVENUE
PUBLIC ROAD AND UTLITY EASEMENT
PARCEL NO. 0389-49

Those certain parcels of land situated in the City of Indio, County of Riverside, State of California, being those portions of Lot 5, in Block E of Boe-Del Heights, as shown on a map thereof filed in Book 21, Page 67 of Maps, in the Office of the County Recorder of said Riverside County, being that portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

PARCEL 1

BEGINNING at the northeast corner of said Lot 5, said corner lying on the southerly right-of-way line of Miles Avenue (formerly 45th Avenue, 30.00' feet in southerly half width);

thence along the easterly line of said Lot 5 South 00°21'00" East 3.69 feet;

thence North 84°36'09" West 37.44 feet to the northerly line of said Lot 5, also being said southerly right-of-way line of Miles Avenue;

thence along said southerly right of way line and said northerly line of lot, North 89°45'00" East 37.25 feet to the **POINT OF BEGINNING**.

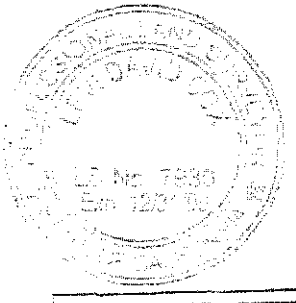
CONTAINING: 68.69 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 3/26/08



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY:
DATE: 4-02-08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008

EXHIBIT "B"

PLAT

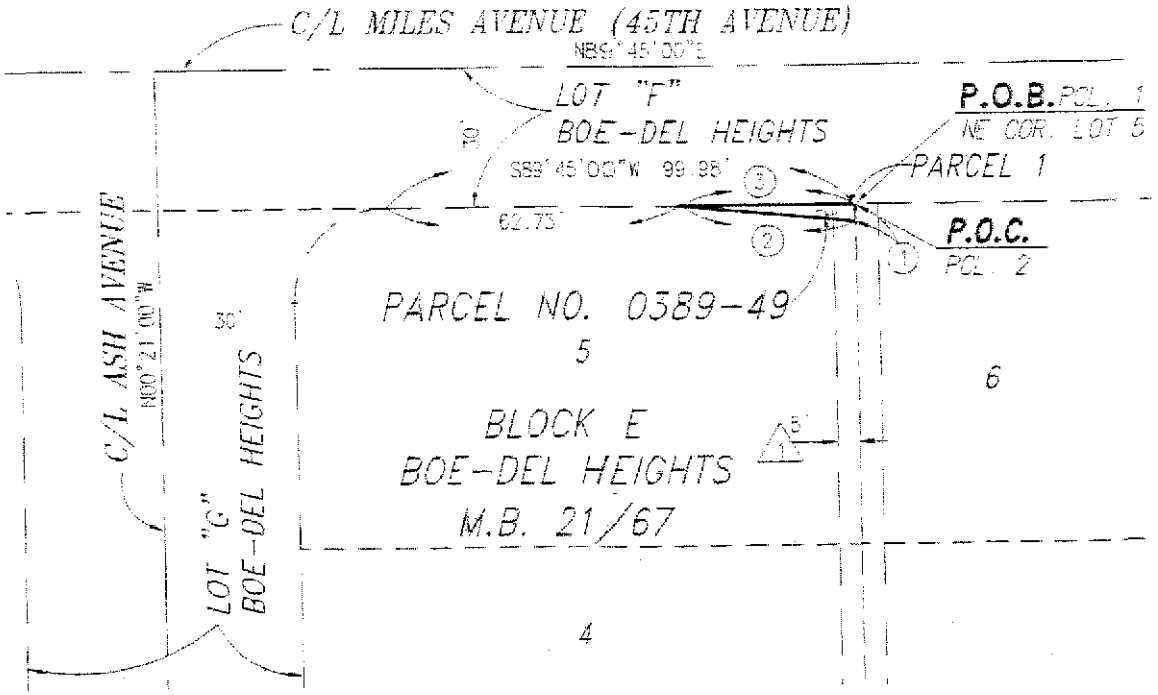
PUBLIC ROAD AND UTILITY EASEMENT

THIS PLAT IS NOT A PART OF THE DOCUMENT TO WHICH IT IS ATTACHED

RIVERSIDE COUNTY SURVEYOR

BY: _____

DATE: 4/30/10



DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	S00°21'00"E	--	3.69'
2	N84°36'09"W	--	37.42'
3	N89°45'00"E	--	31.25'

NOTE:
1 INDICATES 5' P.U.E. PER M.B. 21/67

SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-49

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR MILES AVENUE PUBLIC ROAD AND UTILITY EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7936
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING

PLANNING ■ DESIGN ■ CONSTRUCTION

74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: MARCH 25, 2009 JOB NO: 20-1239-49

Contract No. 09-03-015
Riverside Co. Transportation

COUNTY OF RIVERSIDE, (Herein referred to as "County"), and

R. GENE WILSON WHO ACQUIRED TITLE TO THE PROPERTY DESCRIBED HEREIN UNDER HER FORMER NAME OF R. GENE HOLT, TRUSTEE OF THE R. GENE HOLT REVOCABLE LIVING TRUST, DATED AUGUST 25, 1992, (Herein referred to as "Grantor")

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-49A
APN: 608-163-001

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted County to enter upon and use a portion of the land of Grantor in the County of Riverside, State of California, identified as Assessor's Parcel Number 608-163-001, as described in the legal description and depicted on the plat map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of the project.

2. The temporary construction easement used during construction of the project consists of approximately one thousand three hundred ninety four (1,394) square feet as described on the attached legal description, referenced as Exhibit "A" and depicted on the attached plat map, referenced as Exhibit "B".

3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for four (4) months from the thirty (30) day written notice, or until completion of said project, whichever shall be sooner.

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. County agrees not to damage Grantor's property in the process of performing such activities.

5. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

6. At the termination of the period of use of Grantor's land by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

7. Grantor shall be held harmless from all claims of third persons arising from the use by County of Grantor's land.

8. Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

9. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.

10. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

11. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

13. County agrees to pay Grantor Four Hundred Sixty Dollars ($460) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

Date: _____

GRANTOR

R. GENE WILSON WHO ACQUIRED TITLE TO THE PROPERTY DESCRIBED HEREIN UNDER HER FORMER NAME OF R. GENE HOLT REVOCABLE LIVING TRUST, DATED AUGUST 25, 1992

By: R. Gene Wilson
R. Gene Wilson

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____

APPROVED AS TO FORM:
Pamela J. Walls
Interim County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

LGH:jw
01/09/09
243TR
12.222

EXHIBIT "A"

LEGAL DESCRIPTION

MILES AVENUE
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-49A

That certain parcel of land situated in the County of Riverside, State of California, being that portion of Lot 5, in Block E of Boe-Del Heights, as shown on a map thereof filed in Book 21, Page 67 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 5, also being the southerly right-of-way line of Miles Avenue (formerly 45th Avenue, having a 30.00 foot southerly half-width);

thence along the easterly line of said Lot 5 South 00°21'00" East 3.69 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said easterly line South 00°21'00" East 6.31;

thence South 89°45'00" West 114.47 feet;

thence South 00°21'00" East 63.00 feet to the southerly line of said Lot 5;

thence along said southerly line South 89°45'00" West 5.54 feet to the westerly line of said Lot, also being on the easterly right-of-way line of Ash Avenue;

thence along said westerly line and said easterly right-of-way line North 00°21'00" West 52.97 feet to the beginning of a tangent curve concave easterly and having a radius of 20.00 feet, said curve being on the westerly line of said Lot 5;

thence along said westerly line and said curve northerly 31.45 feet through a central angle of 90°06'00" to a point being on the northerly line of said Lot and the southerly right-of-way line of Miles Avenue;

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008

EXHIBIT "A"
MILES AVENUE
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-49A

thence continuing along said northerly line, tangent from said curve North 89°45'00" East 62.73 feet;

thence leaving the southerly right-of-way line of Miles Avenue South 84°36'09" East 37.44 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 1394.42 Square Feet more or less.

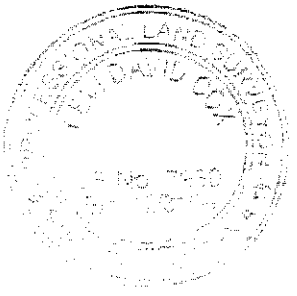
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 3/26/08

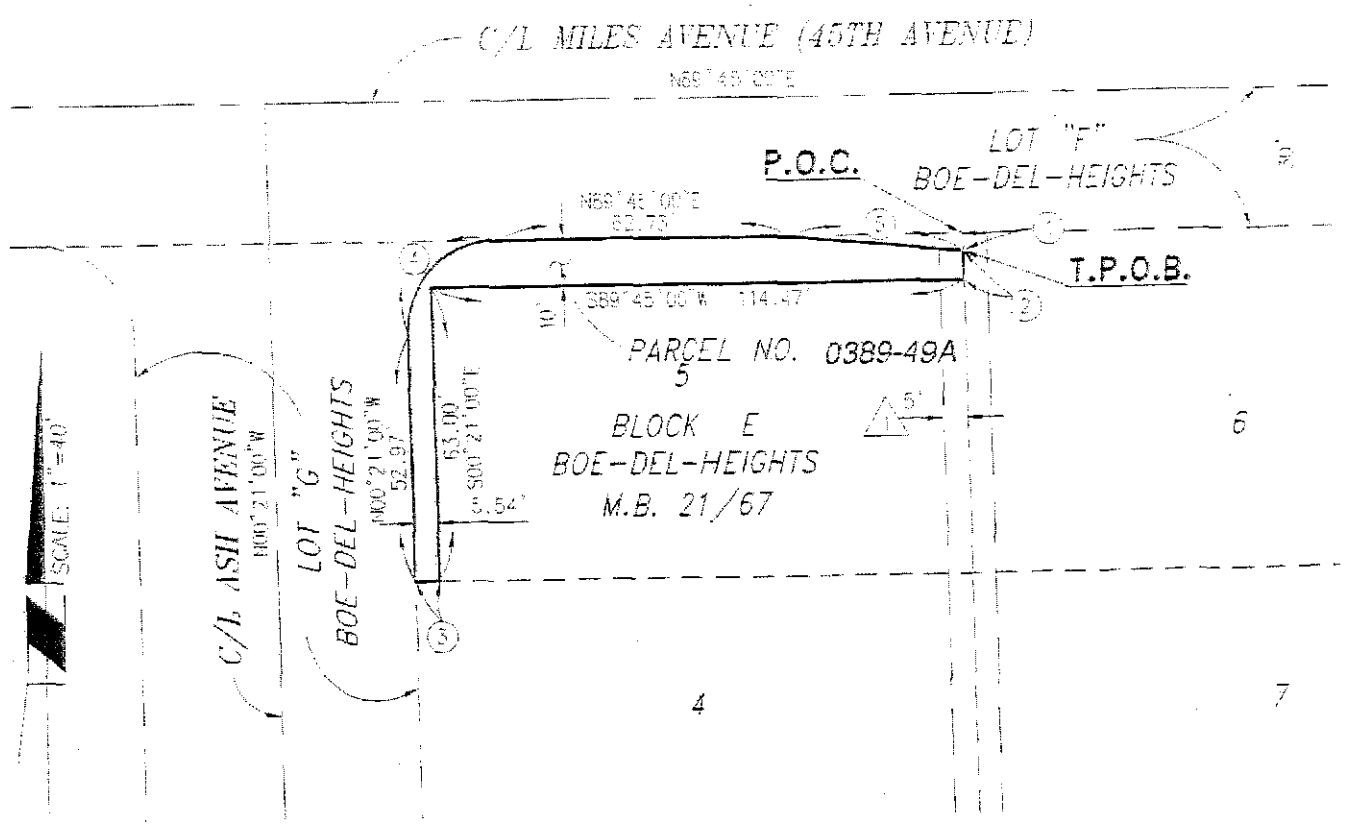
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY:
DATE: 04/02/08



RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008

EXHIBIT "B"

PLAT
TEMPORARY CONSTRUCTION EASEMENT



⚠1 INDICATES 5' P.U.E. PER M.B. 21/67

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert E. Reynolds
DATE: 4/22/09

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N00°21'00"W	--	3.69'
2	N00°21'00"W	--	6.31'
3	N89°45'00"E	--	5.54'
4	90°06'00"	20.00'	31.45'
5	N84°38'09"W	--	37.44'

SOUTHWEST QUARTER OF SECTION 20
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-49A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR MILES AVENUE TEMPORARY CONSTRUCTION EASEMENT

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE MARCH 25, 2009 JOB 389-49A

303A

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: [signature] 4/18/09
SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE 3/26/09
SYNTHIA M. GUNZEL

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Facilities Management and Transportation Department

SUBMITTAL DATE: March 13, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Agreement for a portion of Assessor's Parcel Number 608-061-017 and authorize the Chairman of the Board to execute these agreements on behalf of the County;

2. Authorize the Assistant County Executive Officer/EDA/FM, or his designee, to execute any other documents and administer all actions to complete this transaction.

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	**Current F.Y. Total Cost:**	$33,750	**In Current Year Budget:**	Partially
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	08/09
SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) (100%)			**Positions To Be Deleted Per A-30**	☐
			Requires 4/5 Vote	☒

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

☒ Policy ☐ Consent — Dep't Recomm.:
☑ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 9/16/08, 3.29 | **District:** 4 | **Agenda Number:** 3.18

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

RECOMMENDED MOTION:

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 budget as outlined on Schedule A; and

4. Authorize and allocate the sum of $22,258 to purchase a portion of Assessor's Parcel Number 608-061-017, $242 for a temporary construction easement on Assessor's Parcel Number 608-061-017, and $11,250 to pay all related transactions costs.

BACKGROUND:

The Miles Avenue and Clinton Street widening project, is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of the project, the project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements are currently under construction.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalk, and storm drain improvements within the existing right of way. These improvements are currently under construction.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drain improvements.

The Department of Facilities Management (DOFM) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-061-017 from Rosaelia Ulloa for $22,500. There are costs of $11,250 associated with this transaction. This property is one of 18 properties located in Phase 2B of the project.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-061-017:

Acquisition	$22,258
Temporary Construction Easement	$ 242
Estimated Title and Escrow Charges:	$ 1,800
Preliminary Title Report:	$ 350
Appraisal:	$ 2,800
DOFM Real Property Staff Time:	$ 6,300
Total Estimated Acquisition Costs:	$33,750

While the Department of Facilities Management (DOFM) will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse Facilities Management for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2008/09. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	$3,150

Increase Appropriations:

10000-7200400000-525400	Title Company Services	$ 350
10000-7200400000-524550	Appraisal Services	$2,800

Contract No. 09-04-003
Riverside Co. Transportation

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-59
APN: 608-061-017 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and ROSAELIA ULLOA, herein called "Grantor".

Grantor has executed and will deliver to Maribel Hyer, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number 608-061-017 referenced as Parcel 0389-59 and described on Exhibit "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Twenty Two Thousand Two Hundred Fifty Eight Dollars ($22,258) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

D. Pay Grantor to install block wall. The amount is included in Paragraph 1A above.

E. Not oversee nor bear any responsibility for ensuring whether Grantor expends the compensation rendered to Grantor to install item described in 1D.

F. County shall construct a drive way as shown on Exhibit "C".

2. Grantor shall:

A. Retain the contractors to complete the work in Paragraph 1D and directly

compensate contractor for all costs, fees, and/or expenses.

B. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

C. Be obligated hereunder to include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue until the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

3. Any and all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on the note secured by Deed of Trust recorded November 20, 2006, as Instrument No. 2006-0854963, Official Records of Riverside County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a reconveyance as the Assessor's Parcel Number 608-061-017, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Deed of Trust.

Grantor hereby authorizes and directs the disbursement of funds which are demanded under the terms of said Deed of Trust.

4. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this agreement by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment for such possession and use.

5. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may commenced by County in the Superior Court of Riverside County to condemn said land, and waives any and all claim to money that has been or may be deposited in court in such case or to damages by reason of the filing of such action.

6. The performance by the County of its obligations under this agreement shall

relieve the County of any and all further obligations or claims on account of the acquisition of the property referred to herein or on account of the location, grade, or construction of the proposed public improvement.

7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

8. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it prepared this agreement in its executed form.

9. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: _____

GRANTOR:

ROSAELIA ULLOA, AN UNMARRIED WOMAN

By: _____
Rosaelia Ulloa

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

MH:jw
09/24/08
243TR
12.129

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

B: _____
Synthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-59

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of Lot 1 of Tract No. 2240, as shown on a map thereof filed in Book 42, Page 60 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 1 as shown on said map of Tract No. 2240;

thence along the easterly line of said Lot 1 South 00°21'30" East 82.13 feet to the beginning of a tangent curve concave northwesterly and having a radius of 20.00 feet, said curve also being the southeasterly line of said Lot 1;

thence along said southeasterly line and curve southerly, southwesterly and westerly 29.95 feet through a central angle of 85°47'37", a radial line of said curve from said point bears South 04°33'53" East;

thence non-tangent from said curve North 44°41'17" East 16.34 feet to a line that is parallel with and 7.00 feet westerly of, measured at right angles, from the easterly line of said Lot 1;

EXHIBIT "A"
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-59

thence along said parallel line North 00°21'30" West 90.60 feet to the northerly line of said Lot 1;

thence along said northerly line North 89°54'00" East 7.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 696.25 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

8/5/2008
Date:_____

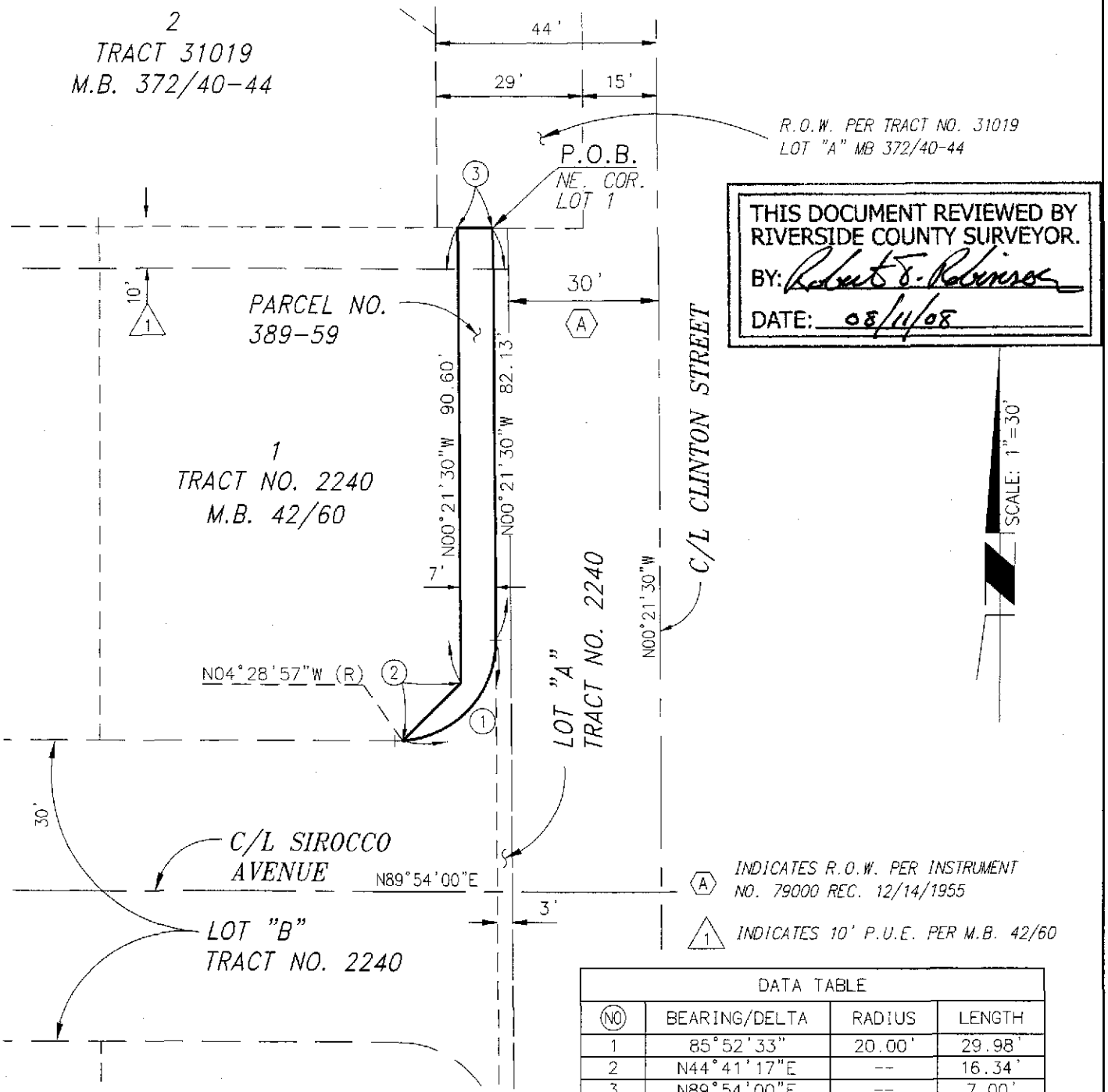
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 08/11/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: JULY 30, 2008

EXHIBIT "B"

PLAT
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT

INDICATES PUBLIC ROAD AND UTILITY EASEMENT: 696.25 +/- S.F.



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert E. Robinson
DATE: 08/11/08

SCALE: 1"=30'

(A) INDICATES R.O.W. PER INSTRUMENT NO. 79000 REC. 12/14/1955

(1) INDICATES 10' P.U.E. PER M.B. 42/60

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	85°52'33"	20.00'	29.98'
2	N44°41'17"E	--	16.34'
3	N89°54'00"E	--	7.00'

NORTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-59

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET PUBLIC ROADS AND UTILITY EASEMENT.

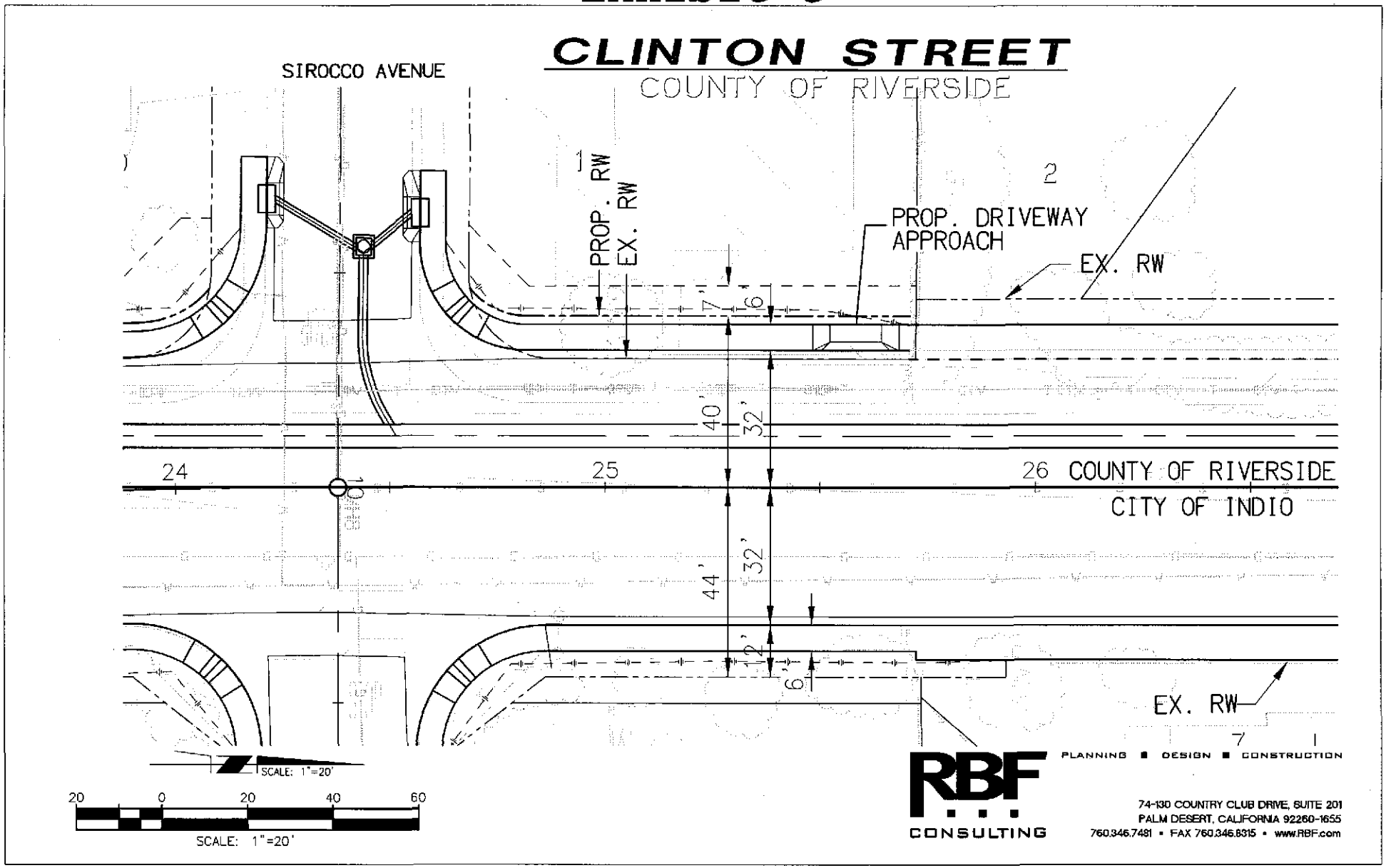
PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: APRIL 30, 2008 JN: 20-100220-59

Exhibit C


CLINTON STREET
COUNTY OF RIVERSIDE
SIROCCO AVENUE
1
2
PROP. RW
EX. RW
PROP. DRIVEWAY APPROACH
EX. RW
7'
6'
40'
32'
24
25
26
COUNTY OF RIVERSIDE
CITY OF INDIO
44'
32'
12'
6'
EX. RW
SCALE: 1"=20'
20 0 20 40 60
SCALE: 1"=20'
RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.6315 • www.RBF.com

Contract No. 09-04-003
Riverside Co. Transportation

COUNTY OF RIVERSIDE, (Herein referred to as "County"), and

ROSAELIA ULLOA, AN UNMARRIED WOMAN, (Herein referred to as "Grantor")

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-59A
APN: 608-061-017 (portion)

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted to the County to enter upon and use the land of Grantor in the County of Riverside, State of California, identified as portion of Assessor's Parcel Number 608-061-017, as described in the legal description and depicted on the plat map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of the project.

2. The temporary construction easement, used during construction of the project consists of approximately seven hundred forty one (741) square feet as described on the attached legal description, referenced as Exhibit "A" and depicted on the attached plat map, referenced as Exhibit "B".

3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for four (4) months from the thirty (30) day written notice, or until completion of said project, whichever shall be later.

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the easement area. County agrees not to damage Grantor's property in the process of performing such activities.

5. The right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

6. At the termination of the period of use of Grantor's land by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

7. Grantor shall be held harmless from all claims of third persons arising from the use by County of Grantor's land.

8. Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

9. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.

10. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

11. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

13. County agrees to pay Grantor Two Hundred Forty Two Dollars ($242) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

Date: _____

GRANTOR:

ROSAELIA ULLOA, AN UNMARRIED WOMAN

By: _____
Rosaelia Ulloa

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

MH:jw
09/24/08
12.129

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-59A

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of Lot 1 of Tract No. 2240, as shown on a map thereof filed in Book 42, Page 60 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 1 as shown on said map of Tract No. 2240;

thence along the northerly line of said Lot South 89°54'00" West 7.00 feet to a line parallel with and 7.00 feet westerly of, measured at right angles, the easterly line of said Lot 1 said point being the **TRUE POINT OF BEGINNING;**

thence along said parallel line South 00°21'30" East 90.60 feet;

thence South 44°41'17" West 16.34 feet to a point on the southerly line of said Lot, also being in the northerly right-of-way line of Sirocco Avenue (having a northerly half width of 30.00 feet); said point being a non-tangent curve concave northerly and having a radius of 20.00 feet, a radial line of said curve from said point bears North04°28'57"West;

thence along said curve northerly1.53 feet through a central angle of 04°22'57".

thence along said northerly right-of-way line of said Sirocco Avenue South 89°54'00" West 7.81 feet;

thence North 44°49'33" East 19.59 feet;

thence South 00°21'30" East 88.38 feet to the northerly line of said Lot 1;

EXHIBIT "A"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-59A

thence along said northerly line North 89°54'00" East 7.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 740.70 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.

Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 8/5/2008

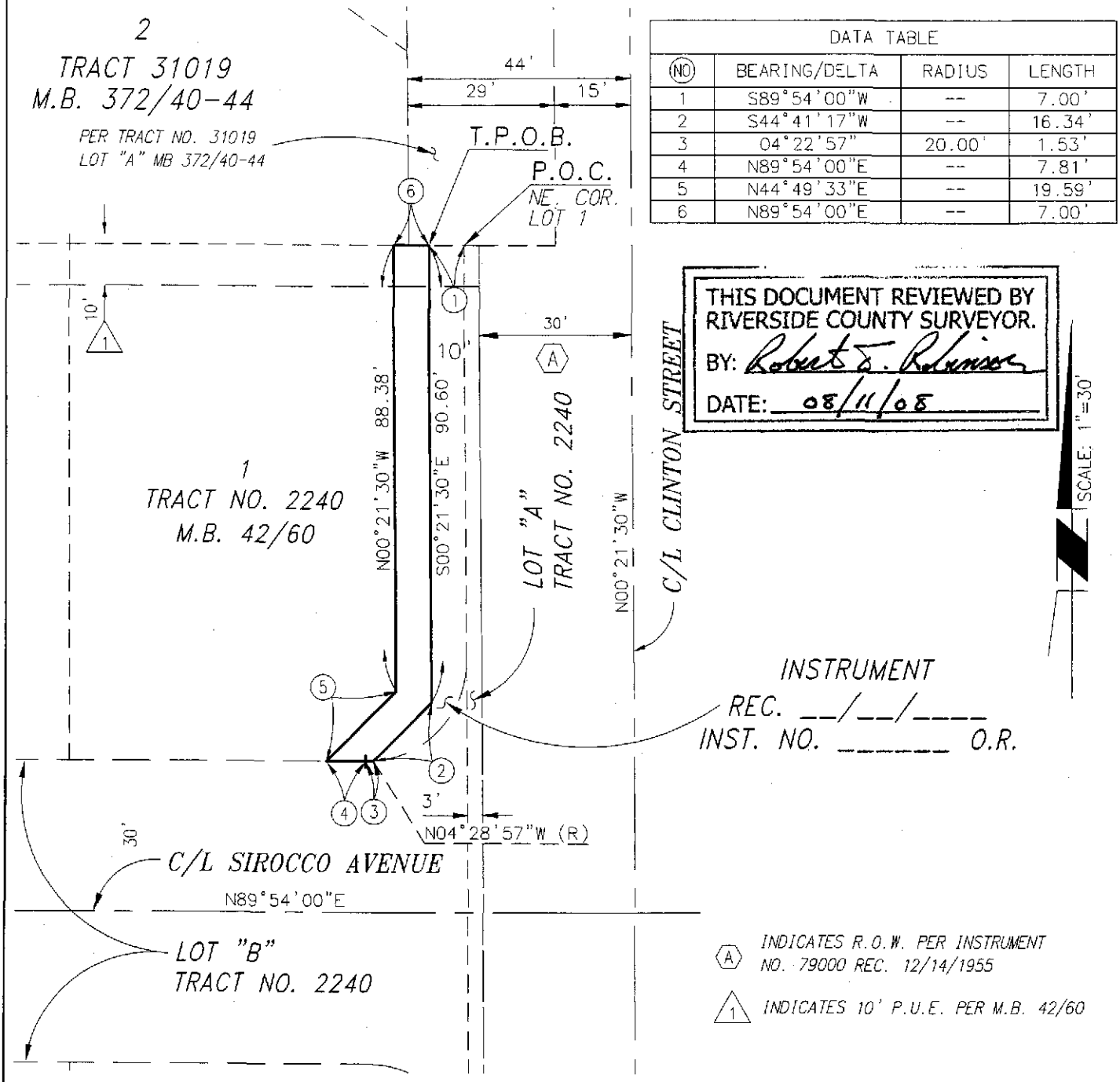
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert E. Robinson
DATE: 08/11/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: JULY 30, 2008

INDICATES TEMPORARY CONSTRUCTION EASEMENT: 740.70 +/- S.F.

EXHIBIT "B"

PLAT
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT



DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	S89°54'00"W	--	7.00'
2	S44°41'17"W	--	16.34'
3	04°22'57"	20.00'	1.53'
4	N89°54'00"E	--	7.81'
5	N44°49'33"E	--	19.59'
6	N89°54'00"E	--	7.00'

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: Robert S. Robinson
DATE: 08/11/08

(A) INDICATES R.O.W. PER INSTRUMENT NO. 79000 REC. 12/14/1955

(1) INDICATES 10' P.U.E. PER M.B. 42/60

NORTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-59A

PLAT TO ACCOMPANY A LEGAL DESCRIPTION FOR CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT.

PROFESSIONAL LAND SURVEYOR
LEVI DAVID COX
No. 7930
Exp. 12/31/09
STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION

74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: APRIL 30, 2008 JN: 20-100220-59A

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

16.1

1:30 a.m. being the time set for public hearing on the Request by Tovey/Shultz Construction, Inc., to substitute out subcontractor Array Builders, Inc., for the San Jacinto Valley Animal Shelter, 3rd District, submitted by Facilities Management, the Chairman called the matter for hearing.

Charles Waltman, Deputy Director, presented the matter.

Steve Tovey, owner, introduced his Counsel, Randall Petre, who spoke on the matter.

Rezza Hedayat, President of Array Builders, spoke in opposition.

Charles Willison, Contractor, also spoke in opposition.

It appearing that no one else present wished to speak on the matter, the Chairman declared the hearing closed.

On motion of Supervisor Buster seconded by Supervisor Ashley, and duly carried, IT WAS ORDERED that the above matter be is continued to Tuesday, April 21, 2009 at 9:00 a.m.

Roll Call:
Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Wilson

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on April 7, 2009 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: April 7, 2009
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
(seal) and for the County of Riverside, State of California.

By: _____ Deputy

AGENDA NO.
16.1

xc: Facil. Mgmt., Tovey/Shultz, Array Builders, COB

3.19

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 3/19/09

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

459

FROM: Department of Facilities Management

SUBMITTAL DATE:
March 17, 2009

SUBJECT: San Jacinto Valley Animal Shelter - Sub Contractor Substitution

RECOMMENDED MOTION: That the Board of Supervisors hold a hearing regarding the request by Tovey/Shultz Construction Inc. (project prime contractor) to substitute out Array Builders, Inc.

BACKGROUND: The construction contract documents for the San Jacinto Valley Animal Shelter were approved and authorized to be bid out on July 29, 2008. The bids were received by the Clerk of the Board on October 29, 2008. The apparent low bidder was Tovey/Shultz Construction, Inc. and Notice of Award was sent out on November 4, 2008.

(Continued)

Robert Field, Director
Department of Facilities Management

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	08/09

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

☐ Consent ☒ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

2009 MAR 19 AM 11:08

Prev. Agn. Ref.: 3.28, 1/27/09 | **District:** 3 | **Agenda Number:**

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

BACKGROUND: (Continued)

On February 4, 2009, Tovey/Shultz submitted a request to substitute the listed HVAC sub-contractor (Array Builders, Inc.) alleging that Array's bonding threshold did not permit Array to provide a bond to Tovey/Shultz. Notice of this request was given to Array Builders as required by Public Contract Code 4107(a). Array submitted their objection to the request for substitution to the County, dated Feburary 5, 2009 claiming that Tovey/Shultz failed to provide Array with notice of the performance bond requirement. If a written objection to a substitution is filed, Public Contract Code Section 4107(a) requires that notice be given and a hearing be held by the awarding authority on the prime contractor's request for substitution.

Tovey/Shultz alleges that California Public Contract Code 4107 (a) (1) & (4) allows them to substitute the listed HVAC sub-contractor (Array Builders, Inc.) due to their failure in providing bonding. Public Contract Code Section 4107(a) (1) and (4) provide in pertinent part:

"A Prime Contractor whose bid is accepted may not:
(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcotnractor in any of the following situations:
(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(4) When the listed subcontractor fails or refuses to meet the bond requirement of the prime contractor as set forth in Section 4108."

Array Builders, Inc. alleges that Public Contract Code 4108 (c)(1) & (3) controls because they contend the bonding requirement was not communicated to Array Builders, Inc. Public Contract Code Section 4108 provides as follows:

"(a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

BACKGROUND: (Continued)

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.
(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published requrest for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section."

The letters and documentation submitted by both parties are provided to the Board as attachments to this Board item, as well as the notice that was given to the parties of this hearing.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

321

FROM: FIRE

SUBMITTAL DATE:
March 25, 2009

SUBJECT: Approval of the Fire Protection Services Agreement with the City of Wildomar

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Fire Protection Services Agreement between the County and the City of Wildomar.

BACKGROUND: The City of Wildomar desires to continue contracting for Fire Protection Services with the Riverside County Fire Department, and as such, the two agencies have reached an agreement as to the level of service to be provided to the City for Fiscal Year 09/10. The term of this agreement is for Fiscal Year beginning July 1, 2009 through Fiscal Year ending on June 30, 2012.

John R. Hawkins, Riverside County Fire Chief

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

SOURCE OF FUNDS: City of Wildomar

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 4-3-09

☐ Consent ☒ Policy

☐ Consent ☐ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: None | **District:** 1 | **Agenda Number:** 3.20

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF WILDOMAR

THIS AGREEMENT, made and entered into this 11th day of March, 2009, by and between the County of Riverside (hereinafter referred to as "COUNTY") and the City of Wildomar (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when CITY requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY has failed to agree to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. COUNTY shall make a claim to CITY for the actual cost of contracted services,

pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. X [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. X [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. The Fire Engine Use Agreement is utilized in the event that the CITY elects to have the COUNTY maintain responsibility of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars ($944.00) per day, or Six Thousand Six Hundred Eight Dollars ($6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2009, to June 30, 2012. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2011.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services from that provided by this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been entered into. Payment by CITY for services rendered by COUNTY during the extended period shall be provided as set forth in Exhibit "A," as amended.

SECTION V: TERMINATION

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. This Agreement may be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, COUNTY shall, at the written request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement, will represent the CITY in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less extraordinary collection expenses, will be credited to the CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: INDEMNIFICATION

A. COUNTY, to the extent permitted by law, agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of any activities under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to CITY or from acts not within the scope of duties to be performed pursuant to this Agreement.

B. CITY, to the extent permitted by law, agrees to indemnify, defend and hold harmless COUNTY, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CITY in the performance of any activities under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to COUNTY or from acts not within the scope of duties to be performed pursuant to this Agreement.

SECTION XI: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY and COUNTY representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Riverside.

SECTION XIII: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration and litigation.

SECTION XIV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF WILDOMAR
City Manager
23873 Clinton Keith Road
Suite 111
Wildomar, CA 92595

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: March 11, 2009

CITY OF WILDOMAR

By: _____
SCOTT FARNAM, MAYOR

ATTEST:

By: _____

Title: City Clerk

(SEAL)

APPROVED AS TO FORM:

_____

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem
[redacted]
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:

_____
SYNTHIA M. GUNZEL
Deputy County Counsel
for PAMELA J. WALLS,
County Counsel

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EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF WILDOMAR
DATE JANUARY 14, 2009 FOR FY 09/10

	CAPTAINS		MEDIC CAPTAINS		ENGINEERS		MEDIC ENGINEERS		FF II'S		MEDIC FF II'S		ANNUAL TOTAL	
STA. #61	309,024	2			132,278	1	149,281	1	112,879	1	128,737	1	832,199	6.0
STA. Relief			171,583	1	132,278	1			112,879	1			416,740	3.0
		2		1		2		1		2		1		9.0

ESTIMATED SUPPORT SERVICES				
Administrative/Operational	15,834	per assigned Staff **	163,407	10.32
Volunteer Program	9,666	per Volunteer Co.	9,666	1.0
Medic Program	11,703	per assigned Medics**	42,833	3.7
Battalion Chief Support	53,922	.25 FTE per Station	70,099	1.3
Fleet Support	37,287	per Fire Suppression Equip	48,473	1.3
ECC Support		Calls/Station Basis	69,185	
Comm/IT Support		Calls/Station Basis	115,886	
SUPPORT SERVICES SUBTOTAL			519,549	
ESTIMATED DIRECT CHARGES			36,104	
FIRE ENGINE USE AGREEMENT	16,050 each engine		16,050	1
WILDOMAR ESTIMATED FIRE TAX CREDIT			(1,820,642)	
ESTIMATED CITY BUDGET			(0)	
TOTAL STAFF				10.32

** Vacation Relief added into Administrative/Operational Staff (1/3 of 3 positions-FC, FAE medic, FFII medic)
** Vacation Relief added into Medic Program Staff (1/3 of 2 medic positions-FAE medic, FFII medic)

SUPPORT SERVICES

Administrative & Operational Services
- Finance
- Training
- Data Processing
- Accounting
- Personnel
- Public Affairs
- Procurement
- Emergency Services
- Fire Fighting Equip.
- Office Supplies/Equip.

**	9.0	Assigned Staff
	0.32	Battalion Chief Support
	1.0	Vacation Relief (1/3 of 3 positions)
	10.32	Total Assigned Staff
	1.3	Fire Stations
	1,960	Estimated Number of Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

154,512	CAPT.
132,278	ENG.
16,050	FIRE ENGINES
128,737	FFII MEDIC
149,281	FAE MEDIC
112,879	FF II
103,023	FIRE SAFETY SPECIALIST
171,583	CAPT MEDIC

15,834	SRVDEL
9,666	VOL DEL
11,703	MEDIC DEL
53,922	BATT DEL
11,788	ECC STATION
27.48	ECC CALLS
37,287	FLEET SUPPORT
19,744	COMM/IT STATION
46.03	COMM/IT CALLS
1,802	FACILITY STATION
559	FACILITY FTE

EXHIBIT "B"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF WILDOMAR
DATED March 11, 2009**

PAYMENT FOR SERVICES
ADDITIONAL TERMS

COUNTY shall make a claim to CITY for the actual cost of contracted services as shown on Exhibit "A" during each of the following periods:

(1) July 1 through September 30, claim in October;
(2) October 1 through December 31, claim in January;
(3) January 1 through March 31, claim in April; and
(4) April 1 through June 30, claim in July

The claims shall be for 25% of the estimated costs of services after any deduction for fire taxes, with final reconciliation to actual costs resulting in an additional claim or refund to CITY, the subsequent quarter with the final reconciliation in August. CITY shall pay each claim within 30 days after receipt thereof. COUNTY shall allow a credit in the amount of the Structural Fire taxes as determined by COUNTY to be collected in each fiscal year of this Agreement. The allowed credit shall not exceed the cost of contracted services.

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF WILDOMAR
DATED March 11 **, 2009**

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 61

Engine 61 , RCO No. 05-801	$ 16,050.00
	$ 16,050.00

The Fire Engine Use Agreement is utilized in the event that the CITY elects to have the COUNTY maintain responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The COUNTY will maintain insurance on said fire engine(s).

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is $321,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3.31A

FROM: Human Resources Department

SUBMITTAL DATE:
March 24, 2009

SUBJECT: Exclusive Care - EPO Medical Contractor Agreement with Optimal Rehab Inc.

RECOMMENDED MOTION: 1) Approve the attached Medical Contractor Agreement from June 1, 2009 until May 31, 2014, with Optimal Rehab Inc., a durable medical supplier located in San Dimas; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers. This agreement adds participation in the Exclusive Care Provider Network under terms similar to other comparable providers under contract.

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	None
	Annual Net County Cost:	$ to be determined by claims	**For Fiscal Year:**	2008/09

SOURCE OF FUNDS: Premiums paid by members

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:
APPROVE

BY: Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY TAWNY VLIEU DATE 4/7/09
Departmental Concurrence

☒ Policy ☐ Consent — Dep't Recomm.:
☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.21

G:\EXEC\Form 11\EPO Provider Contracts\2009 Contracts\Optimal Rehab Inc.doc

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RIVERSIDE COUNTY - EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
MEDICAL CONTRACTOR AGREEMENT

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and **Optimal Rehab, Inc.** (hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed an Exclusive Provider Organization ("EPO") to provide health care services to the employees of Riverside County; and,

WHEREAS, Contractor is a health care services provider capable of providing services for the EPO; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Health Care Services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 Agreement means this Contractor Agreement for the provision of services for the EPO of County, and all attachments, addenda and amendments hereto.

1.2 Co-payment or Deductible means any nominal fee, approved by EPO that may be charged to Members at the time of service for designated Health Care Services.

1.3 Director means the Director of Human Resources for Riverside County, or his or her designee.

1.4 Clean Claim(s) means those claims submitted to EPO which are complete including but not limited to complete coding, itemization, dates of service and billed amounts.

1.5 Emergency Medical Conditions means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one or more of the following conditions: placing the health or the individual or unborn child in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.6 Emergency Services means those health services needed to evaluate or stabilize an Emergency Medical Condition.

1.7 Exclusive Provider Organization (EPO) means the health care plan developed, and implemented by the County for the provision of health care services to County employees their dependents and other public entity employees and their dependents - to be known as Exclusive Care.

1.8 Formulary means the list of medications reimbursable by the pharmacy benefit of the EPO.

1.9 Health Care Services means all Medically Necessary services to which Members are entitled under the EPO, including physician, medical, hospital, preventive, ancillary, emergency, and health education services.

1.10 IPA means Independent Physician Association.

1.11 Physician Service means those services rendered by a physician to an EPO member either as inpatient or an out patient.

1.12 Medically Necessary means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.13 Member means any eligible beneficiary who has enrolled in the County EPO for whom the County, by and through the EPO, provides Health Care Services.

1.14 Member Non-Physician Medical Practitioner means nurse practitioner, physician assistants, mental health licensed professionals or certified nurse midwifes licensed to practice in the State of California and who are employees, subcontractors or who have written agreements with IPA or are directly contracted by the EPO to provide medical services to Members.

1.15 Member Physicians means physicians, surgeons, osteopaths and Doctors of Podiatric Medicine (DPM) licensed to practice medicine in the State of California and who have an ownership interest in, are employed by, or have written agreements with IPA or are directly contracted with the EPO to provide medical services to Members.

1.16 Non-contracted Providers mean licensed physicians, surgeons, osteopaths, and other licensed health care professionals which provide Health Care Services to Members eligible to receive benefits under the EPO. Non-Contracted Providers do not have written agreements with IPA or directly contracted with the EPO.

1.17 PCP means a physician who is the Primary Care Physician responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This may include physicians who are in Family Practice, Pediatrics, Internal Medicine, Obstetrics, or General Practice.

1.18 Provider means licensed physicians, surgeons, osteopaths and other licensed health care professionals who provide Health Care Services to EPO members.

1.19 Quality Assessment and Improvement Program (QAIP) means a program established by the EPO to oversee quality assessment and quality improvement reviews of services provided to Members.

1.20 Referrals means recommended directions of non primary care services of Members to physicians, including Outside Providers, or providers of ancillary services such as but not limited to lab, x-ray and physical therapy, EKG, EEG, health education, medical social service, home health care, mental health , for the purposes of obtaining Health Care Services.

1.21 State means the State of California.

1.22 Surcharge means an additional fee which is charged to a Member for covered services of a health plan or the County or appropriate government agency and disclosed in the evidence of coverage or the disclosure form used as the evidence of coverage. Surcharges are not allowable charges.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those Health Care Services, which are Medically Necessary when such services are authorized by EPO, and in accordance with this Agreement. Contractor is responsible for coordinating the provision of Health Care Services, with the Members PCP or EPO.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County for the EPO. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All EPO and County operating procedures shall apply, including eligibility verification, pre-certification, submission of clean claims, compliance with the current formulary and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to Health Care Services, and provide for reasonable hours of operations in compliance with EPO established standards for access and availability, and in accordance with community standards.

2.3 PRIOR AUTHORIZATION - Contractor shall obtain advance authorization from EPO as applicable, prior to the rendering of any non-emergent service for a Member. In the case of an emergency or an elective admit, Contractor agrees to notify EPO, either orally or in writing during normal business hours on the day of admission of the Member, or on the first working day following the admission of Member on weekends, holidays, or after hours.

2.4 HOSPITAL TRANSFERS - In any circumstance where Contractor is providing Hospital Service under this Agreement, Contractor agrees to notify EPO immediately and to assist in facilitating the transfer of Members requiring Health Care Services that are not offered or available at Hospital. Contractor agrees to cooperate and comply with EPO standards with respect to required referral systems for services to ensure continuity of care between EPO and other entities to which the Member is referred.

2.5 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of other plans. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of the Member's need for Health Care Services or the Member's utilization of Health Care Services. Contractor may refuse to provide professional health care services to any member only if a reasonable cause is presented and accepted by the EPO.

2.6 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by EPO and all applicable state and federal laws and regulations relating to the delivery of Health Care Services and in accordance with community standards. Health Care Services shall

be rendered by qualified medical providers. All Health Care Services shall be provided in accordance with generally accepted industry standards in compliance with the standards developed by EPO. Contractor agrees to maintain and demonstrate to EPO, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of Health Care Services by Contractor under this Agreement.

2.7 ASSURANCE OF MEMBER CARE – Health Care Services shall be rendered by qualified medical providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with EPO and Contractor concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.8 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide Health Care Services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.9 CITATIONS - Contractor shall notify EPO in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

2.10 STAFF PRIVILEGES - Where applicable, Contractor shall use its best efforts to enable physicians seeking to participate in EPO to apply for, obtain and maintain membership on the Medical Staff of any Hospital contracting with EPO. Such clinical privileges shall be appropriate for the area of practice at Hospital, provided such physicians meet Hospital standards.

2.11 UTILIZATION REVIEW (UR) - Contractor agrees to participate in the UR program developed by EPO, and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under EPOs UR program. Contractor agrees to provide access to EPO utilization review and case management personnel for the purpose of conducting concurrent review and case management on Members who are receiving Health Care Services.

2.12 QUALITY ASSURANCE (QA) PROGRAM - Contractor agrees to cooperate in the EPOs QA program, with regular EPO monitoring and evaluation of compliance with the QA standards and EPO policies and procedures, including participation in Member grievance resolutions and quality of care studies. Contractor shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms with generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as

determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.13 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify EPO immediately, upon its knowledge of a complaint by a Member. The EPO grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. Contractor agrees to cooperate with EPO in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of EPO. At no time shall a Member's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between Member and the provider of service.

2.14 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide Health Care Services to Members meet the standards set by EPO, and consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.15 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures EPO and County that contractual commitments to other HMOs, competitive medical plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Home Health and Hospice Services to Members.

2.16 NONDISCRIMINATION - Contractor represents and assures that Health Care Services are provided to Members in the same manner and quality as such services are provided to Contractors' other patients. Members shall not be subject to any discrimination whatsoever by Contractor in regard to access to Health Care Services. Contractor agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.17 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.), AB2222 (the Prudence Kay Poppink Act) of 2000, the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.), and Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996.

Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.18 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, Contractor shall identify the names of the following persons by listing them on Attachment 1 of this Agreement, attached hereto and incorporated herein by this reference.

A. Contractor officers;
B. Contractor owners, including parent corporation(s);
C. Stockholders owning greater than 10% of any stock issued by Contractor;
D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify EPO within thirty (30) days of any changes in the information in Attachment 1.

2.19 AVAILABILITY OF SERVICES - Contractor agrees to provide EPO with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractors services.

2.20 PROVISION OF INFORMATION- Contractor shall provide EPO and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.21 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable EPO to fulfill its reporting and other obligations under the Agreement.

2.22 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the EPO.

2.23 CREDENTIALING OF CONTRACTOR – Contractor agrees to provide all necessary information, and/or documents to EPO so that the EPO may credential Contractor, and verify that Contractor has obtained, and has maintained appropriate licensing, accreditation, or certification, and insurance coverage. Such information shall be provided within thirty (30) days and on an annual basis, or upon request by EPO. Failure of Contractor to become credentialed by EPO, and/or to remain credentialed by EPO shall be cause for immediate termination of this Agreement by EPO.

3.0 DUTIES OF COUNTY AND EPO

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the medical needs of Member require otherwise, EPO agrees to use Contractor for the provision of Health Care Services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of EPO and this Agreement.

3.3 MEMBER SERVICES - EPO agrees to provide Member Services, including, but not limited to, processing Member complaints and grievances, informing Members of EPO policies and procedures, providing Members with information about EPO and its network of hospitals, IPAs and PCPs.

3.4 BENEFIT INFORMATION - EPO agrees to apprise all Members concerning the type, scope and duration of benefits and services to which such Members are entitled under the EPO. This includes, but it not limited to, written notification to Members of Health Care Services available, and changes in the availability or location of Health Care Services, being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. EPO shall provide necessary training regarding EPO policies and procedures.

3.6 UTILIZATION REVIEW (UR) PROGRAM - EPO shall establish a UR program which shall seek to avoid unnecessary or unduly costly hospital and medical services while ensuring the delivery of Health Care Services, to Members are Medically Necessary. The UR program will include, but will not be limited to: admission certification, concurrent and continuing stay review, retrospective review, discharge planning and case management. EPO shall provide prior authorization to Contractor for treatment and hospitalization of Members. Prior authorizations shall provide the number of days anticipated for any hospitalization, and any extension of Hospital Days shall require authorization by EPO prior or during the hospital stay, in accordance with EPO UR standards. EPO shall not retrospectively deny any Health Care Services, approved as Medically Necessary provided that the information given by Contractor to EPO is reasonably true and accurate regarding the medical condition of the Member.

3.7 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill EPO on the HCFA 1500 form, or their successor form, whichever is applicable, within one (1) year from the date of service for outpatient claims and sixty (60) days from the date of discharge for inpatient claims. Contractor agrees to provide EPO with all information necessary to verify and substantiate the provisions of and charges for Health Care Services including providing the authorization number on the UB92, or HCFA 1500 form, or their successor forms. Claims will be adjudicated using all accepted coding and payment conventions of the United States, including but not limited to usual and customary criteria, RBRVS rules, professional review and routine claim edits normally performed in the course of preparing a claim for payment. All appeals must be received within one (1) year from the date of denial. All claims must be submitted within one (1) year from the date of service in order to be considered for compensation.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by EPO, or for services not covered under the

EPO. Contractor shall advise Member, in writing, of their payment responsibility, if any, prior to rendering non-covered Health Care Services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he or she will be responsible of the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein, shall not be affected by this Agreement or its termination.

4.3 SERVICE WAIVER - In the event Health Care Services are denied by EPO, as not being Medically Necessary, or as not a covered benefit under the EPO, Contractor shall not charge a Member unless Contractor has obtained a written waiver from Member. The waiver must be obtained in advance of rendering services and shall specify those services EPO has denied as not being Medically Necessary, or as not a covered benefit under the EPO, and shall clearly state that the Member is responsible for payment of those services denied by EPO.

4.4 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by EPO, insolvency of EPO, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for Health Care Services, provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.5 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members. EPO shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members and EPO shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with EPO coordination of benefits. In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Attachment 2. Unless Member has other health insurance coverage, Contractor accepts payment from County for Health Care Services as provided herein as full payment for such Health Care Services and shall at no time seek compensation from Members.

4.6 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of Health Care Services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.7 COMPENSATION - County shall pay Contractor, in accordance with the rates as outlined in Attachment 2, within sixty (60) working days of receipt from Contractor of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

4.8 ADEQUACY OF COMPENSATION - Contractor shall accept the payments specified in this Agreement as payment in full for all Health Care Services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments to Contractor as provided herein, whether from EPO's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for Health Care Services. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate financial records and information as reasonably necessary to County so that County may properly administer the EPO and consistent with state and federal law. Such records shall be retained by Contractor for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. Medical Records must be maintained in accordance with industry standards including all HIPAA regulations. These obligations are not terminated upon a termination of the Agreement, whether by rescission or otherwise. County reserves the right to audit both financial and medical records from time to time as deemed necessary. Any expense involved in such as audit shall be the Contractor's responsibility.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential in accordance with applicable law, including HIPAA regulations. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the EPO, or state and/or federal regulators. Records shall include, without limitation, Member patient records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the cost of operations and income received for Health Care Services, rendered to Members. Such records shall be made available at all reasonable times the Contractor upon reasonable request by County. Contractor shall

maintain its books and records in accordance with general standards for books and record keeping.

5.4 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and/or EPO and meetings involving County and/or EPO management may be subject to the public records and meetings laws and regulations of the State of California.

5.5 QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS Contractor shall cooperate with EPO's QA and UR programs and, upon reasonable request, shall provide EPO with summaries of, or access to records maintained by Contractor and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION, ACTS AND OMISSIONS, LIABILITY AND INSURANCE

6.1 INDEMNIFICATION - CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation

shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6.2 COUNTY ACTS OR OMISSIONS - County agrees to defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of County, EPO, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

6.3 LIABILITY FOR OBLIGATIONS - Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

6.4 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES - EPO and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of June 1, 2009, and shall continue in effect for five (5) years, until May 31, 2014.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Insolvency of EPO - including the filing of bankruptcy by EPO.

C. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by County:

A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Failure to Provide Services - Failure of Contractor to provide Health Care Services to Members as authorized herein.

C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.

D. Credentialing – Failure of Contractor to become credentialed by EPO, and/or remain credentialed by the EPO.

E. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.

F. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.

G. Insolvency of Contractor - including the filing of bankruptcy of Contractor.

H. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

I. Discontinuance of EPO Services by County - discontinuance of the offering of EPO as a health care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least ninety (90) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 CARE OF MEMBERS – In the event of termination of this agreement, contractor shall continue to provide services to hospitalized patients until their discharge from the hospital and will be compensated for the health care services under the terms of this agreement. The contractor has also agreed to see all the members, those who were hospitalized at the time of termination of the agreement as well as those receiving treatment on an outpatient basis, for an additional 30 days for durable medical equipment emergencies under the same terms, including rates of this agreement.

10.2 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist EPO in the transfer of Member medical care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

10.3 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with EPO for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

10.4 NON-PAYMENT POLICY - Notwithstanding the above, or any other provisions to the contrary, Contractor agrees that in the event EPO ceases operations for any reason, including insolvency, Contractor shall continue to provide Health Care Services including Hospital Services for those Members who are hospitalized on an inpatient basis. Contractor shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Hospital Services, or Health Care Services provided after EPO ceases operation. This continuation of Health Care Services and Hospital Services obligation shall continue until Member is discharged from Hospital, or complete the course of outpatient treatment. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the EPO receiving Health Care Services or Contractor Services shall be Members of EPO. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other than patient medical files) and lists contained in Contractor and EPO files. Contractor acknowledges that County believes that all such information is confidential under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of EPO or the Member. Nothing contained herein abrogates the right of the Member to disenroll from EPO.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner to specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their

enrollments with EPO or to encourage Members to participate in another health services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of EPO as an indication of Contractor's willingness to provide Health Care Services and/or Contractor Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing EPO or County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list EPO or County in any informational material distributed, displayed or advertised, listing EPO and/or County as a participating health plan.

11.7 USE OF NAMES AND TRADEMARKS - County, EPO and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:

HUMAN RESOURCES DEPARTMENT
3403 Tenth Street, Ste. 500
Riverside, CA 92502
Attn: Ron Komers,
Director Human Resources

CONTRACTOR:

OPTIMAL REHAB, INC.
P.O. Box 4586
Ontario, CA 91761
Phone: (909) 394-0012

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)- The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

12.7 ENTIRE AGREEMENT - This Agreement (together with all attachments hereto), and any requirements promulgated by EPO or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by EPO or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder

12.8 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all Health Care Services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

[Rest of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:
Clerk to the Board
Nancy Romero

By _____
Deputy

Date _____

COUNTY OF RIVERSIDE:

By _____
Chairman, Board of Supervisors

Date _____

Approved as to form and content:

Pamela J. Walls
~~Interim~~ County Counsel

By: _____
Deputy County Counsel

CONTRACTOR: Optimal Rehab, Inc.
TIN: 330751178

By: _____

Printed Name: Larry Vivo

Title: President

Date: 03-20-2009

Attachment 1

Officers, Owners, Stockholders, and Creditors Listing

Perry Vives	President	50%
Irene Vives	Vice President	50%

Attachment 2
Compensation

Reimbursement by Exclusive Care for authorized covered services, shall be payable by County at 55% (fifty-five percent) of the current year Medicare allowable for locality 99 with the following additional terms:

In the event a code is not listed under the Medicare Fee Schedule reimbursement shall be 30% (thirty percent) discount off billed charges for sale items not to exceed $2,000.00. Sale items over $2,000.00 and not listed on the Medicare Fee Schedule shall be paid at invoice minus but not limited to tax, shipping and handling.

Ostomy supplies shall be paid at the cost of item on the invoice plus 35% (thirty – five percent). All additional charges such as but not limited to tax, handling fee and shipping are not payable.

Once a rental item reaches the amount equal to the purchase price the item becomes paid in full and the monthly rental amount shall cease.

Contractor is responsible for collecting deductibles, co-payments, and coinsurance amount from Member receiving Covered Servic

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3.33A

FROM: Human Resources Department

SUBMITTAL DATE:
April 1, 2009

SUBJECT: Exclusive Care - EPO Medical Contractor Agreement with John E. Ebaugh, DPM doing business as Foot & Ankle Associates of the Desert.

RECOMMENDED MOTION: 1) Approve the attached Medical Contractor Agreement from May 1, 2009 until April 30, 2014 with John E. Ebaugh, DPM, a Podiatrist located in Indio; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.

The California Board of Podiatric Medicine has been checked and no adverse actions were found. This Provider has completed the Exclusive Care credentialing process. This agreement continues participation in the Exclusive Care Provider Network under terms similar to other comparable providers under contract.

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	None
	Annual Net County Cost:	$ to be determined by claims	**For Fiscal Year:**	2008/09

SOURCE OF FUNDS: Premiums paid by members

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
BY: Elizabeth J. Olson

FORM APPROVED COUNTY COUNSEL
BY: TAMMY G. LIEU DATE 4/7/09

Departmental Concurrence

☒ Policy ☐ Consent — Dep't Recomm.:
☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.22

G:\EXEC\Form 11\EPO Provider Contracts\2009 Contracts\J Ebaugh.doc

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RIVERSIDE COUNTY - EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
MEDICAL CONTRACTOR AGREEMENT

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and **John E. Ebaugh, DPM doing business as Foot & Ankle Associates of the Desert, Inc.**(hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed an Exclusive Provider Organization ("EPO") to provide health care services to the employees of Riverside County; and,

WHEREAS, Contractor is a health care services provider capable of providing services for the EPO; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Health Care Services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 Agreement means this Contractor Agreement for the provision of services for the EPO of County, and all attachments, addenda and amendments hereto.

1.2 Co-payment or Deductible means any nominal fee, approved by EPO that may be charged to Members at the time of service for designated Health Care Services.

1.3 Director means the Director of Human Resources for Riverside County, or his or her designee.

1.4 Clean Claim(s) means those claims submitted to EPO which are complete including but not limited to complete coding, itemization, dates of service and billed amounts.

1.5 Emergency Medical Conditions means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one or more of the following conditions: placing the health or the individual or unborn child in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.6 Emergency Services means those health services needed to evaluate or stabilize an Emergency Medical Condition.

1.7 Exclusive Provider Organization (EPO) means the health care plan developed, and implemented by the County for the provision of health care services to County employees their dependents and other public entity employees and their dependents - to be known as Exclusive Care.

1.8 Formulary means the list of medications reimbursable by the pharmacy benefit of the EPO.

1.9 Health Care Services means all Medically Necessary services to which Members are entitled under the EPO, including physician, medical, hospital, preventive, ancillary, emergency, and health education services.

1.10 IPA means Independent Physician Association.

1.11 Physician Service means those services rendered by a physician to an EPO member either as inpatient or an out patient.

1.12 Medically Necessary means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.13 Member means any eligible beneficiary who has enrolled in the County EPO for whom the County, by and through the EPO, provides Health Care Services.

1.14 Member Non-Physician Medical Practitioner means nurse practitioner, physician assistants, mental health licensed professionals or certified nurse midwifes licensed to practice in the State of California and who are employees, subcontractors or who have written agreements with IPA or are directly contracted by the EPO to provide medical services to Members.

1.15 Member Physicians means physicians, surgeons, osteopaths and Doctors of Podiatric Medicine (DPM) licensed to practice medicine in the State of California and who have an ownership interest in, are employed by, or have written agreements with IPA or are directly contracted with the EPO to provide medical services to Members.

1.16 Non-contracted Providers mean licensed physicians, surgeons, osteopaths, and other licensed health care professionals which provide Health Care Services to Members eligible to receive benefits under the EPO. Non-Contracted Providers do not have written agreements with IPA or directly contracted with the EPO.

1.17 PCP means a physician who is the Primary Care Physician responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This may include physicians who are in Family Practice, Pediatrics, Internal Medicine, Obstetrics, or General Practice.

1.18 Provider means licensed physicians, surgeons, osteopaths and other licensed health care professionals who provide Health Care Services to EPO members.

1.19 Quality Assessment and Improvement Program (QAIP) means a program established by the EPO to oversee quality assessment and quality improvement reviews of services provided to Members.

1.20 Referrals means recommended directions of non primary care services of Members to physicians, including Outside Providers, or providers of ancillary services such as but not limited to lab, x-ray and physical therapy, EKG, EEG, health education, medical social service, home health care, mental health , for the purposes of obtaining Health Care Services.

1.21 State means the State of California.

1.22 Surcharge means an additional fee which is charged to a Member for covered services of a health plan or the County or appropriate government agency and disclosed in the evidence of coverage or the disclosure form used as the evidence of coverage. Surcharges are not allowable charges.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those Health Care Services, which are Medically Necessary when such services are authorized by EPO, and in accordance with this Agreement. Contractor is responsible for coordinating the provision of Health Care Services, with the Members PCP or EPO.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County for the EPO. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All EPO and County operating procedures shall apply, including eligibility verification, pre-certification, submission of clean claims, compliance with the current formulary and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to Health Care Services, and provide for reasonable hours of operations in compliance with EPO established standards for access and availability, and in accordance with community standards.

2.3 PRIOR AUTHORIZATION - Contractor shall obtain advance authorization from EPO as applicable, prior to the rendering of any non-emergent service for a Member. In the case of an emergency or an elective admit, Contractor agrees to notify EPO, either orally or in writing during normal business hours on the day of admission of the Member, or on the first working day following the admission of Member on weekends, holidays, or after hours.

2.4 HOSPITAL TRANSFERS - In any circumstance where Contractor is providing Hospital Service under this Agreement, Contractor agrees to notify EPO immediately and to assist in facilitating the transfer of Members requiring Health Care Services that are not offered or available at Hospital. Contractor agrees to cooperate and comply with EPO standards with respect to required referral systems for services to ensure continuity of care between EPO and other entities to which the Member is referred.

2.5 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of other plans. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of the Member's need for Health Care Services or the Member's utilization of Health Care Services. Contractor may refuse to provide professional health care services to any member only if a reasonable cause is presented and accepted by the EPO.

2.6 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by EPO and all applicable state and federal laws and regulations relating to the delivery of Health Care Services and in accordance with community standards. Health Care Services shall

be rendered by qualified medical providers. All Health Care Services shall be provided in accordance with generally accepted industry standards in compliance with the standards developed by EPO. Contractor agrees to maintain and demonstrate to EPO, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of Health Care Services by Contractor under this Agreement.

2.7 ASSURANCE OF MEMBER CARE – Health Care Services shall be rendered by qualified medical providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with EPO and Contractor concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.8 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide Health Care Services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.9 CITATIONS - Contractor shall notify EPO in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

2.10 STAFF PRIVILEGES - Where applicable, Contractor shall use its best efforts to enable physicians seeking to participate in EPO to apply for, obtain and maintain membership on the Medical Staff of any Hospital contracting with EPO. Such clinical privileges shall be appropriate for the area of practice at Hospital, provided such physicians meet Hospital standards.

2.11 UTILIZATION REVIEW (UR) - Contractor agrees to participate in the UR program developed by EPO, and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under EPOs UR program. Contractor agrees to provide access to EPO utilization review and case management personnel for the purpose of conducting concurrent review and case management on Members who are receiving Health Care Services.

2.12 QUALITY ASSURANCE (QA) PROGRAM - Contractor agrees to cooperate in the EPOs QA program, with regular EPO monitoring and evaluation of compliance with the QA standards and EPO policies and procedures, including participation in Member grievance resolutions and quality of care studies. Contractor shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms with generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as

determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.13 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify EPO immediately, upon its knowledge of a complaint by a Member. The EPO grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. Contractor agrees to cooperate with EPO in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of EPO. At no time shall a Member's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between Member and the provider of service.

2.14 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide Health Care Services to Members meet the standards set by EPO, and consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.15 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures EPO and County that contractual commitments to other HMOs, competitive medical plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Home Health and Hospice Services to Members.

2.16 NONDISCRIMINATION - Contractor represents and assures that Health Care Services are provided to Members in the same manner and quality as such services are provided to Contractors' other patients. Members shall not be subject to any discrimination whatsoever by Contractor in regard to access to Health Care Services. Contractor agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.17 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.), AB2222 (the Prudence Kay Poppink Act) of 2000, the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.), and Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996.

Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.18 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, Contractor shall identify the names of the following persons by listing them on Attachment 1 of this Agreement, attached hereto and incorporated herein by this reference.

A. Contractor officers;
B. Contractor owners, including parent corporation(s);
C. Stockholders owning greater than 10% of any stock issued by Contractor;
D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify EPO within thirty (30) days of any changes in the information in Attachment 1.

2.19 AVAILABILITY OF SERVICES - Contractor agrees to provide EPO with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractors services.

2.20 PROVISION OF INFORMATION- Contractor shall provide EPO and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.21 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable EPO to fulfill its reporting and other obligations under the Agreement.

2.22 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the EPO.

2.23 CREDENTIALING OF CONTRACTOR – Contractor agrees to provide all necessary information, and/or documents to EPO so that the EPO may credential Contractor, and verify that Contractor has obtained, and has maintained appropriate licensing, accreditation, or certification, and insurance coverage. Such information shall be provided within thirty (30) days and on an annual basis, or upon request by EPO. Failure of Contractor to become credentialed by EPO, and/or to remain credentialed by EPO shall be cause for immediate termination of this Agreement by EPO.

3.0 DUTIES OF COUNTY AND EPO

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the medical needs of Member require otherwise, EPO agrees to use Contractor for the provision of Health Care Services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of EPO and this Agreement.

3.3 MEMBER SERVICES - EPO agrees to provide Member Services, including, but not limited to, processing Member complaints and grievances, informing Members of EPO policies and procedures, providing Members with information about EPO and its network of hospitals, IPAs and PCPs.

3.4 BENEFIT INFORMATION - EPO agrees to apprise all Members concerning the type, scope and duration of benefits and services to which such Members are entitled under the EPO. This includes, but it not limited to, written notification to Members of Health Care Services available, and changes in the availability or location of Health Care Services, being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. EPO shall provide necessary training regarding EPO policies and procedures.

3.6 UTILIZATION REVIEW (UR) PROGRAM - EPO shall establish a UR program which shall seek to avoid unnecessary or unduly costly hospital and medical services while ensuring the delivery of Health Care Services, to Members are Medically Necessary. The UR program will include, but will not be limited to: admission certification, concurrent and continuing stay review, retrospective review, discharge planning and case management. EPO shall provide prior authorization to Contractor for treatment and hospitalization of Members. Prior authorizations shall provide the number of days anticipated for any hospitalization, and any extension of Hospital Days shall require authorization by EPO prior or during the hospital stay, in accordance with EPO UR standards. EPO shall not retrospectively deny any Health Care Services, approved as Medically Necessary provided that the information given by Contractor to EPO is reasonably true and accurate regarding the medical condition of the Member.

3.7 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill EPO on the HCFA 1500 form, or their successor form, whichever is applicable, within one (1) year from the date of service for outpatient claims and sixty (60) days from the date of discharge for inpatient claims. Contractor agrees to provide EPO with all information necessary to verify and substantiate the provisions of and charges for Health Care Services including providing the authorization number on the UB92, or HCFA 1500 form, or their successor forms. Claims will be adjudicated using all accepted coding and payment conventions of the United States, including but not limited to usual and customary criteria, RBRVS rules, professional review and routine claim edits normally performed in the course of preparing a claim for payment. All appeals must be received within one (1) year from the date of denial. All claims must be submitted within one (1) year from the date of service in order to be considered for compensation.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by EPO, or for services not covered under the

EPO. Contractor shall advise Member, in writing, of their payment responsibility, if any, prior to rendering non-covered Health Care Services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he or she will be responsible of the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein, shall not be affected by this Agreement or its termination.

4.3 SERVICE WAIVER - In the event Health Care Services are denied by EPO, as not being Medically Necessary, or as not a covered benefit under the EPO, Contractor shall not charge a Member unless Contractor has obtained a written waiver from Member. The waiver must be obtained in advance of rendering services and shall specify those services EPO has denied as not being Medically Necessary, or as not a covered benefit under the EPO, and shall clearly state that the Member is responsible for payment of those services denied by EPO.

4.4 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by EPO, insolvency of EPO, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for Health Care Services, provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.5 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members. EPO shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members and EPO shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with EPO coordination of benefits. In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Attachment 2. Unless Member has other health insurance coverage, Contractor accepts payment from County for Health Care Services as provided herein as full payment for such Health Care Services and shall at no time seek compensation from Members.

4.6 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of Health Care Services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.7 COMPENSATION - County shall pay Contractor, in accordance with the rates as outlined in Attachment 2, within sixty (60) working days of receipt from Contractor of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

4.8 ADEQUACY OF COMPENSATION - Contractor shall accept the payments specified in this Agreement as payment in full for all Health Care Services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments to Contractor as provided herein, whether from EPO's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for Health Care Services. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate financial records and information as reasonably necessary to County so that County may properly administer the EPO and consistent with state and federal law. Such records shall be retained by Contractor for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. Medical Records must be maintained in accordance with industry standards including all HIPAA regulations. These obligations are not terminated upon a termination of the Agreement, whether by rescission or otherwise. County reserves the right to audit both financial and medical records from time to time as deemed necessary. Any expense involved in such as audit shall be the Contractor's responsibility.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential in accordance with applicable law, including HIPAA regulations. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the EPO, or state and/or federal regulators. Records shall include, without limitation, Member patient records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the cost of operations and income received for Health Care Services, rendered to Members. Such records shall be made available at all reasonable times the Contractor upon reasonable request by County. Contractor shall

maintain its books and records in accordance with general standards for books and record keeping.

5.4 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and/or EPO and meetings involving County and/or EPO management may be subject to the public records and meetings laws and regulations of the State of California.

5.5 QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS Contractor shall cooperate with EPO's QA and UR programs and, upon reasonable request, shall provide EPO with summaries of, or access to records maintained by Contractor and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION, ACTS AND OMISSIONS, LIABILITY AND INSURANCE

6.1 INDEMNIFICATION - CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation

shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6.2 COUNTY ACTS OR OMISSIONS - County agrees to defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of County, EPO, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

6.3 LIABILITY FOR OBLIGATIONS - Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

6.4 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES - EPO and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of May 1, 2009, and shall continue in effect for five (5) years, until April 30, 2014.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Insolvency of EPO - including the filing of bankruptcy by EPO.

C. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by County:

A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Failure to Provide Services - Failure of Contractor to provide Health Care Services to Members as authorized herein.

C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.

D. Credentialing – Failure of Contractor to become credentialed by EPO, and/or remain credentialed by the EPO.

E. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.

F. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.

G. Insolvency of Contractor - including the filing of bankruptcy of Contractor.

H. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

I. Discontinuance of EPO Services by County - discontinuance of the offering of EPO as a health care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least ninety (90) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 CARE OF MEMBERS – In the event of termination of this agreement, contractor shall continue to provide services to hospitalized patients until their discharge from the hospital and will be compensated for the health care services under the terms of this agreement. The contractor has also agreed to see all the members, those who were hospitalized at the time of termination of the agreement as well as those receiving treatment on an outpatient basis, for an additional 30 days for podiatric emergencies under the same terms, including rates of this agreement.

10.2 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist EPO in the transfer of Member medical care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

10.3 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with EPO for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

10.4 NON-PAYMENT POLICY - Notwithstanding the above, or any other provisions to the contrary, Contractor agrees that in the event EPO ceases operations for any reason, including insolvency, Contractor shall continue to provide Health Care Services including Hospital Services for those Members who are hospitalized on an inpatient basis. Contractor shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Hospital Services, or Health Care Services provided after EPO ceases operation. This continuation of Health Care Services and Hospital Services obligation shall continue until Member is discharged from Hospital, or complete the course of outpatient treatment. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the EPO receiving Health Care Services or Contractor Services shall be Members of EPO. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other than patient medical files) and lists contained in Contractor and EPO files. Contractor acknowledges that County believes that all such information is confidential under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of EPO or the Member. Nothing contained herein abrogates the right of the Member to disenroll from EPO.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner to specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their

enrollments with EPO or to encourage Members to participate in another health services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of EPO as an indication of Contractor's willingness to provide Health Care Services and/or Contractor Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing EPO or County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list EPO or County in any informational material distributed, displayed or advertised, listing EPO and/or County as a participating health plan.

11.7 USE OF NAMES AND TRADEMARKS - County, EPO and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:

HUMAN RESOURCES DEPARTMENT
3403 Tenth Street, Ste. 500
Riverside, CA 92502
Attn: Ron Komers,
Director Human Resources

CONTRACTOR:

JOHN E. EBAUGH, DPM dba
FOOT AND ANKLE ASSOCIATES
OF THE DESERT
82-013 Dr. Carreon Blvd, Ste. L
Indio, CA 92201
Phone: 760-863-0070

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)- The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

12.7 ENTIRE AGREEMENT - This Agreement (together with all attachments hereto), and any requirements promulgated by EPO or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by EPO or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder

12.8 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all Health Care Services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

[Rest of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:
Clerk to the Board
Nancy Romero

By _____
Deputy

Date _____

COUNTY OF RIVERSIDE:

By _____
Chairman, Board of Supervisors

Date _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By: _____
Deputy County Counsel

CONTRACTOR: John E. Ebaugh, DPM
TIN: 412116159

By: _____

Printed Name: John E. EBAUGH

Title: _____

Date: 3-26-09

Attachment 1

Officers, Owners, Stockholders, and Creditors Listing

100% Solely Owned by
John E. Ebaugh D.P.M.

Attachment 2
Compensation

Reimbursement by Exclusive Care for authorized covered services, shall be payable by County at 70% (seventy percent) of the current year Medicare allowable for locality 99. Contractor is responsible for collecting deductibles, co-payments, and coinsurance amount from Members receiving Covered Services.

3349

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Human Resources Department

SUBMITTAL DATE:
March 25, 2009

SUBJECT: Exclusive Care - EPO Jasmine L. Ramos, M.D., A Professional Corporation.

RECOMMENDED MOTION: 1) Approve the attached Medical Contractor Agreement from May 1, 2009 until April 30, 2014 with Jasmine L. Ramos, M.D. a Pediatrician located in Palm Desert; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.

The Medical Board of California has been checked and no adverse actions were found. This Provider has completed the Exclusive Care credentialing process. This agreement continues participation in the Exclusive Care Provider Network under terms similar to other comparable providers under contract.

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	None
	Annual Net County Cost:	$ to be determined by claims	**For Fiscal Year:**	2008/09

SOURCE OF FUNDS: Premiums paid by members

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth A. Olson

FORM APPROVED COUNTY COUNSEL
BY TAMMY D. LIEU DATE 4/7/09

Departmental Concurrence

☒ Policy ☐ Consent
☐ Policy ☐ Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.23

G:\EXEC\Form 11\EPO Provider Contracts\2009 Contracts\Ramos,M.D.doc.doc

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RIVERSIDE COUNTY - EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
MEDICAL CONTRACTOR AGREEMENT

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and **Jasmine L. Ramos, M.D., A Professional Corporation** (hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed an Exclusive Provider Organization ("EPO") to provide health care services to the employees of Riverside County; and,

WHEREAS, Contractor is a health care services provider capable of providing services for the EPO; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Health Care Services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 Agreement means this Contractor Agreement for the provision of services for the EPO of County, and all attachments, addenda and amendments hereto.

1.2 Co-payment or Deductible means any nominal fee, approved by EPO that may be charged to Members at the time of service for designated Health Care Services.

1.3 Director means the Director of Human Resources for Riverside County, or his or her designee.

1.4 Clean Claim(s) means those claims submitted to EPO which are complete including but not limited to complete coding, itemization, dates of service and billed amounts.

1.5 Emergency Medical Conditions means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one or more of the following conditions: placing the health or the individual or unborn child in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.6 Emergency Services means those health services needed to evaluate or stabilize an Emergency Medical Condition.

1.7 Exclusive Provider Organization (EPO) means the health care plan developed, and implemented by the County for the provision of health care services to County employees their dependents and other public entity employees and their dependents - to be known as Exclusive Care.

1.8 Formulary means the list of medications reimbursable by the pharmacy benefit of the EPO.

1.9 Health Care Services means all Medically Necessary services to which Members are entitled under the EPO, including physician, medical, hospital, preventive, ancillary, emergency, and health education services.

1.10 IPA means Independent Physician Association.

1.11 Physician Service means those services rendered by a physician to an EPO member either as inpatient or an out patient.

1.12 Medically Necessary means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.13 Member means any eligible beneficiary who has enrolled in the County EPO for whom the County, by and through the EPO, provides Health Care Services.

1.14 Member Non-Physician Medical Practitioner means nurse practitioner, physician assistants, mental health licensed professionals or certified nurse midwifes licensed to practice in the State of California and who are employees, subcontractors or who have written agreements with IPA or are directly contracted by the EPO to provide medical services to Members.

1.15 Member Physicians means physicians, surgeons, osteopaths and Doctors of Podiatric Medicine (DPM) licensed to practice medicine in the State of California and who have an ownership interest in, are employed by, or have written agreements with IPA or are directly contracted with the EPO to provide medical services to Members.

1.16 Non-contracted Providers mean licensed physicians, surgeons, osteopaths, and other licensed health care professionals which provide Health Care Services to Members eligible to receive benefits under the EPO. Non-Contracted Providers do not have written agreements with IPA or directly contracted with the EPO.

1.17 PCP means a physician who is the Primary Care Physician responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This may include physicians who are in Family Practice, Pediatrics, Internal Medicine, Obstetrics, or General Practice.

1.18 Provider means licensed physicians, surgeons, osteopaths and other licensed health care professionals who provide Health Care Services to EPO members.

1.19 Quality Assessment and Improvement Program (QAIP) means a program established by the EPO to oversee quality assessment and quality improvement reviews of services provided to Members.

1.20 Referrals means recommended directions of non primary care services of Members to physicians, including Outside Providers, or providers of ancillary services such as but not limited to lab, x-ray and physical therapy, EKG, EEG, health education, medical social service, home health care, mental health , for the purposes of obtaining Health Care Services.

1.21 State means the State of California.

1.22 Surcharge means an additional fee which is charged to a Member for covered services of a health plan or the County or appropriate government agency and disclosed in the evidence of coverage or the disclosure form used as the evidence of coverage. Surcharges are not allowable charges.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those Health Care Services, which are Medically Necessary when such services are authorized by EPO, and in accordance with this Agreement. Contractor is responsible for coordinating the provision of Health Care Services, with the Members PCP or EPO.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County for the EPO. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All EPO and County operating procedures shall apply, including eligibility verification, pre-certification, submission of clean claims, compliance with the current formulary and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to Health Care Services, and provide for reasonable hours of operations in compliance with EPO established standards for access and availability, and in accordance with community standards.

2.3 PRIOR AUTHORIZATION - Contractor shall obtain advance authorization from EPO as applicable, prior to the rendering of any non-emergent service for a Member. In the case of an emergency or an elective admit, Contractor agrees to notify EPO, either orally or in writing during normal business hours on the day of admission of the Member, or on the first working day following the admission of Member on weekends, holidays, or after hours.

2.4 HOSPITAL TRANSFERS - In any circumstance where Contractor is providing Hospital Service under this Agreement, Contractor agrees to notify EPO immediately and to assist in facilitating the transfer of Members requiring Health Care Services that are not offered or available at Hospital. Contractor agrees to cooperate and comply with EPO standards with respect to required referral systems for services to ensure continuity of care between EPO and other entities to which the Member is referred.

2.5 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of other plans. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of the Member's need for Health Care Services or the Member's utilization of Health Care Services. Contractor may refuse to provide professional health care services to any member only if a reasonable cause is presented and accepted by the EPO.

2.6 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by EPO and all applicable state and federal laws and regulations relating to the delivery of Health Care Services and in accordance with community standards. Health Care Services shall

be rendered by qualified medical providers. All Health Care Services shall be provided in accordance with generally accepted industry standards in compliance with the standards developed by EPO. Contractor agrees to maintain and demonstrate to EPO, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of Health Care Services by Contractor under this Agreement.

2.7 ASSURANCE OF MEMBER CARE – Health Care Services shall be rendered by qualified medical providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with EPO and Contractor concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.8 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide Health Care Services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.9 CITATIONS - Contractor shall notify EPO in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

2.10 STAFF PRIVILEGES - Where applicable, Contractor shall use its best efforts to enable physicians seeking to participate in EPO to apply for, obtain and maintain membership on the Medical Staff of any Hospital contracting with EPO. Such clinical privileges shall be appropriate for the area of practice at Hospital, provided such physicians meet Hospital standards.

2.11 UTILIZATION REVIEW (UR) - Contractor agrees to participate in the UR program developed by EPO, and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under EPOs UR program. Contractor agrees to provide access to EPO utilization review and case management personnel for the purpose of conducting concurrent review and case management on Members who are receiving Health Care Services.

2.12 QUALITY ASSURANCE (QA) PROGRAM - Contractor agrees to cooperate in the EPOs QA program, with regular EPO monitoring and evaluation of compliance with the QA standards and EPO policies and procedures, including participation in Member grievance resolutions and quality of care studies. Contractor shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms with generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as

determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.13 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify EPO immediately, upon its knowledge of a complaint by a Member. The EPO grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. Contractor agrees to cooperate with EPO in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of EPO. At no time shall a Member's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between Member and the provider of service.

2.14 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide Health Care Services to Members meet the standards set by EPO, and consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.15 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures EPO and County that contractual commitments to other HMOs, competitive medical plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Home Health and Hospice Services to Members.

2.16 NONDISCRIMINATION - Contractor represents and assures that Health Care Services are provided to Members in the same manner and quality as such services are provided to Contractors' other patients. Members shall not be subject to any discrimination whatsoever by Contractor in regard to access to Health Care Services. Contractor agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.17 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.), AB2222 (the Prudence Kay Poppink Act) of 2000, the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.), and Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996.

Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.18 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, Contractor shall identify the names of the following persons by listing them on Attachment 1 of this Agreement, attached hereto and incorporated herein by this reference.

A. Contractor officers;
B. Contractor owners, including parent corporation(s);
C. Stockholders owning greater than 10% of any stock issued by Contractor;
D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify EPO within thirty (30) days of any changes in the information in Attachment 1.

2.19 AVAILABILITY OF SERVICES - Contractor agrees to provide EPO with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractors services.

2.20 PROVISION OF INFORMATION- Contractor shall provide EPO and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.21 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable EPO to fulfill its reporting and other obligations under the Agreement.

2.22 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the EPO.

2.23 CREDENTIALING OF CONTRACTOR – Contractor agrees to provide all necessary information, and/or documents to EPO so that the EPO may credential Contractor, and verify that Contractor has obtained, and has maintained appropriate licensing, accreditation, or certification, and insurance coverage. Such information shall be provided within thirty (30) days and on an annual basis, or upon request by EPO. Failure of Contractor to become credentialed by EPO, and/or to remain credentialed by EPO shall be cause for immediate termination of this Agreement by EPO.

3.0 DUTIES OF COUNTY AND EPO

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the medical needs of Member require otherwise, EPO agrees to use Contractor for the provision of Health Care Services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of EPO and this Agreement.

3.3 MEMBER SERVICES - EPO agrees to provide Member Services, including, but not limited to, processing Member complaints and grievances, informing Members of EPO policies and procedures, providing Members with information about EPO and its network of hospitals, IPAs and PCPs.

3.4 BENEFIT INFORMATION - EPO agrees to apprise all Members concerning the type, scope and duration of benefits and services to which such Members are entitled under the EPO. This includes, but it not limited to, written notification to Members of Health Care Services available, and changes in the availability or location of Health Care Services, being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. EPO shall provide necessary training regarding EPO policies and procedures.

3.6 UTILIZATION REVIEW (UR) PROGRAM - EPO shall establish a UR program which shall seek to avoid unnecessary or unduly costly hospital and medical services while ensuring the delivery of Health Care Services, to Members are Medically Necessary. The UR program will include, but will not be limited to: admission certification, concurrent and continuing stay review, retrospective review, discharge planning and case management. EPO shall provide prior authorization to Contractor for treatment and hospitalization of Members. Prior authorizations shall provide the number of days anticipated for any hospitalization, and any extension of Hospital Days shall require authorization by EPO prior or during the hospital stay, in accordance with EPO UR standards. EPO shall not retrospectively deny any Health Care Services, approved as Medically Necessary provided that the information given by Contractor to EPO is reasonably true and accurate regarding the medical condition of the Member.

3.7 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill EPO on the HCFA 1500 form, or their successor form, whichever is applicable, within one (1) year from the date of service for outpatient claims and sixty (60) days from the date of discharge for inpatient claims. Contractor agrees to provide EPO with all information necessary to verify and substantiate the provisions of and charges for Health Care Services including providing the authorization number on the UB92, or HCFA 1500 form, or their successor forms. Claims will be adjudicated using all accepted coding and payment conventions of the United States, including but not limited to usual and customary criteria, RBRVS rules, professional review and routine claim edits normally performed in the course of preparing a claim for payment. All appeals must be received within one (1) year from the date of denial. All claims must be submitted within one (1) year from the date of service in order to be considered for compensation.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by EPO, or for services not covered under the EPO. Contractor shall advise Member, in writing, of their payment responsibility, if any, prior to rendering non-covered Health Care Services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he or she will be responsible of the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein, shall not be affected by this Agreement or its termination.

4.3 SERVICE WAIVER - In the event Health Care Services are denied by EPO, as not being Medically Necessary, or as not a covered benefit under the EPO, Contractor shall not charge a Member unless Contractor has obtained a written waiver from Member. The waiver must be obtained in advance of rendering services and shall specify those services EPO has denied as not being Medically Necessary, or as not a covered benefit under the EPO, and shall clearly state that the Member is responsible for payment of those services denied by EPO.

4.4 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by EPO, insolvency of EPO, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for Health Care Services, provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.5 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members. EPO shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members and EPO shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with EPO coordination of benefits. In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Attachment 2. Unless Member has other health insurance coverage, Contractor accepts payment from County for Health Care Services as provided

herein as full payment for such Health Care Services and shall at no time seek compensation from Members.

4.6 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of Health Care Services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.7 COMPENSATION - County shall pay Contractor, in accordance with the rates as outlined in Attachment 2, within sixty (60) working days of receipt from Contractor of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

4.8 ADEQUACY OF COMPENSATION - Contractor shall accept the payments specified in this Agreement as payment in full for all Health Care Services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments to Contractor as provided herein, whether from EPO's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for Health Care Services. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate financial records and information as reasonably necessary to County so that County may properly administer the EPO and consistent with state and federal law. Such records shall be retained by Contractor for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. Medical Records must be maintained in accordance with industry standards including all HIPAA regulations. These obligations are not terminated upon a termination of the Agreement, whether by rescission or otherwise. County reserves the right to audit both financial and medical records from time to time as deemed necessary. Any expense involved in such as audit shall be the Contractor's responsibility.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential in accordance with applicable law, including HIPAA regulations. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the EPO, or state and/or federal regulators. Records shall include, without limitation, Member patient records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the cost of operations and income received for Health Care Services, rendered to Members. Such records shall be made available at

all reasonable times the Contractor upon reasonable request by County. Contractor shall maintain its books and records in accordance with general standards for books and record keeping.

5.4 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and/or EPO and meetings involving County and/or EPO management may be subject to the public records and meetings laws and regulations of the State of California.

5.5 QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS Contractor shall cooperate with EPO's QA and UR programs and, upon reasonable request, shall provide EPO with summaries of, or access to records maintained by Contractor and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION, ACTS AND OMISSIONS, LIABILITY AND INSURANCE

6.1 INDEMNIFICATION - CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6.2 COUNTY ACTS OR OMISSIONS - County agrees to defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of County, EPO, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

6.3 LIABILITY FOR OBLIGATIONS - Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

6.4 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If

such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the

COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES - EPO and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of May 1, 2009, and shall continue in effect for five (5) years, until April 30, 2014.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Insolvency of EPO - including the filing of bankruptcy by EPO.

C. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by County:

A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Failure to Provide Services - Failure of Contractor to provide Health Care Services to Members as authorized herein.

C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.

D. Credentialing – Failure of Contractor to become credentialed by EPO, and/or remain credentialed by the EPO.

E. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.

F. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.

G. Insolvency of Contractor - including the filing of bankruptcy of Contractor.

H. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

I. Discontinuance of EPO Services by County - discontinuance of the offering of EPO as a health care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least ninety (90) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 CARE OF MEMBERS – In the event of termination of this agreement, contractor shall continue to provide services to hospitalized patients until their discharge from the hospital and will be compensated for the health care services under the terms of this agreement. The contractor has also agreed to see all the members, those who were hospitalized at the time of termination of the agreement as well as

those receiving treatment on an outpatient basis, for an additional 30 days for pediatric emergencies under the same terms, including rates of this agreement.

10.2 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist EPO in the transfer of Member medical care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

10.3 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with EPO for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

10.4 NON-PAYMENT POLICY - Notwithstanding the above, or any other provisions to the contrary, Contractor agrees that in the event EPO ceases operations for any reason, including insolvency, Contractor shall continue to provide Health Care Services including Hospital Services for those Members who are hospitalized on an inpatient basis. Contractor shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Hospital Services, or Health Care Services provided after EPO ceases operation. This continuation of Health Care Services and Hospital Services obligation shall continue until Member is discharged from Hospital, or complete the course of outpatient treatment. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the EPO receiving Health Care Services or Contractor Services shall be Members of EPO. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other than patient medical files) and lists contained in Contractor and EPO files. Contractor acknowledges that County believes that all such information is confidential under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of EPO or the Member. Nothing contained herein abrogates the right of the Member to disenroll from EPO.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner to specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their enrollments with EPO or to encourage Members to participate in another health services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of EPO as an indication of Contractor's willingness to provide Health Care Services and/or Contractor Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing EPO or County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list EPO or County in any informational material distributed, displayed or advertised, listing EPO and/or County as a participating health plan.

11.7 USE OF NAMES AND TRADEMARKS - County, EPO and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:

HUMAN RESOURCES DEPARTMENT
3403 Tenth Street, Ste. 500
Riverside, CA 92502
Attn: Ron Komers,
Director Human Resources

CONTRACTOR:

JASMINE L. RAMOS, MD
73-555 San Gorgonio Way
Palm Desert, CA 92260
(Phone: 760-654-4976)

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)- The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

12.7 ENTIRE AGREEMENT - This Agreement (together with all attachments hereto), and any requirements promulgated by EPO or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by EPO or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder

12.8 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations

promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all Health Care Services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

[Rest of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:
Clerk to the Board
Nancy Romero

By _____
Deputy

Date _____

COUNTY OF RIVERSIDE:

By _____
Chairman, Board of Supervisors

Date _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By: _____
Deputy County Counsel

CONTRACTOR: Jasmine L. Ramos, MD
TIN 320159621

By: Jasmine L Ramos M.D.

Printed Name: JASMINE L RAMOS, M.D

Title: President

Date: 3/19/09

Attachment 1

Officers, Owners, Stockholders, and Creditors Listing

100% solely owned by JASMINE L. RAMOS, M.D.

Attachment 2
Compensation

Reimbursement by Exclusive Care for authorized covered services, shall be payable by County at 70% (seventy percent) of the current year Medicare allowable for locality 99. Contractor is responsible for collecting deductibles, co-payments, and coinsurance amount from Members receiving Covered Services.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

335 A

FROM: Human Resources Department

SUBMITTAL DATE:
March 30, 2009

SUBJECT: Exclusive Care - EPO Medical Contractor Agreement with West Coast Spine Restoration Center, Inc.

RECOMMENDED MOTION: 1) Approve the attached Medical Contractor Agreement from May 1, 2009 until April 30, 2014 with West Coast Spine Restoration Center, Inc., a multidisciplinary group of physical, speech and occupational therapists located in Riverside; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.

The Physical Therapy Board of California, the Speech-Language Pathology and Audiology Board and the Board of Occupational Therapy has been checked and no adverse actions were found. These Providers have completed the Exclusive Care credentialing process. This agreement adds participation in the Exclusive Care Provider Network under terms similar to other comparable providers under contract.

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	None
	Annual Net County Cost:	$ to be determined by claims	**For Fiscal Year:**	2008/09

SOURCE OF FUNDS: Premiums paid by members

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

FORM APPROVED COUNTY COUNSEL
BY: TAMMY G. LIEU DATE 4/7/09
Departmental Concurrence

☒ Policy ☐ Consent
☑ Policy ☐ Consent
Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD | **District:** | **Agenda Number:** 3.24

G:\EXEC\Form 11\EPO Provider Contracts\2009 Contracts\West Coast Spine Restoration Center Agr.doc

RIVERSIDE COUNTY - EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
MEDICAL CONTRACTOR AGREEMENT

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and **West Coast Spine Restoration Center, Inc.**(hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed an Exclusive Provider Organization ("EPO") to provide health care services to the employees of Riverside County; and,

WHEREAS, Contractor is a health care services provider capable of providing services for the EPO; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Health Care Services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 Agreement means this Contractor Agreement for the provision of services for the EPO of County, and all attachments, addenda and amendments hereto.

1.2 Co-payment or Deductible means any nominal fee, approved by EPO that may be charged to Members at the time of service for designated Health Care Services.

1.3 Director means the Director of Human Resources for Riverside County, or his or her designee.

1.4 Clean Claim(s) means those claims submitted to EPO which are complete including but not limited to complete coding, itemization, dates of service and billed amounts.

1.5 Emergency Medical Conditions means a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one or more of the following conditions: placing the health or the individual or unborn child in serious jeopardy; serious impairment to bodily function; or serious dysfunction of any bodily organ or part.

1.6 Emergency Services means those health services needed to evaluate or stabilize an Emergency Medical Condition.

1.7 Exclusive Provider Organization (EPO) means the health care plan developed, and implemented by the County for the provision of health care services to County employees their dependents and other public entity employees and their dependents - to be known as Exclusive Care.

1.8 Formulary means the list of medications reimbursable by the pharmacy benefit of the EPO.

1.9 Health Care Services means all Medically Necessary services to which Members are entitled under the EPO, including physician, medical, hospital, preventive, ancillary, emergency, and health education services.

1.10 IPA means Independent Physician Association.

1.11 Physician Service means those services rendered by a physician to an EPO member either as inpatient or an out patient.

1.12 Medically Necessary means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury.

1.13 Member means any eligible beneficiary who has enrolled in the County EPO for whom the County, by and through the EPO, provides Health Care Services.

1.14 Member Non-Physician Medical Practitioner means nurse practitioner, physician assistants, mental health licensed professionals or certified nurse midwifes licensed to practice in the State of California and who are employees, subcontractors or who have written agreements with IPA or are directly contracted by the EPO to provide medical services to Members.

1.15 Member Physicians means physicians, surgeons, osteopaths and Doctors of Podiatric Medicine (DPM) licensed to practice medicine in the State of California and who have an ownership interest in, are employed by, or have written agreements with IPA or are directly contracted with the EPO to provide medical services to Members.

1.16 Non-contracted Providers mean licensed physicians, surgeons, osteopaths, and other licensed health care professionals which provide Health Care Services to Members eligible to receive benefits under the EPO. Non-Contracted Providers do not have written agreements with IPA or directly contracted with the EPO.

1.17 PCP means a physician who is the Primary Care Physician responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This may include physicians who are in Family Practice, Pediatrics, Internal Medicine, Obstetrics, or General Practice.

1.18 Provider means licensed physicians, surgeons, osteopaths and other licensed health care professionals who provide Health Care Services to EPO members.

1.19 Quality Assessment and Improvement Program (QAIP) means a program established by the EPO to oversee quality assessment and quality improvement reviews of services provided to Members.

1.20 Referrals means recommended directions of non primary care services of Members to physicians, including Outside Providers, or providers of ancillary services such as but not limited to lab, x-ray and physical therapy, EKG, EEG, health education, medical social service, home health care, mental health , for the purposes of obtaining Health Care Services.

1.21 State means the State of California.

1.22 Surcharge means an additional fee which is charged to a Member for covered services of a health plan or the County or appropriate government agency and disclosed in the evidence of coverage or the disclosure form used as the evidence of coverage. Surcharges are not allowable charges.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those Health Care Services, which are Medically Necessary when such services are authorized by EPO, and in accordance with this Agreement. Contractor is responsible for coordinating the provision of Health Care Services, with the Members PCP or EPO.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County for the EPO. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All EPO and County operating procedures shall apply, including eligibility verification, pre-certification, submission of clean claims, compliance with the current formulary and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to Health Care Services, and provide for reasonable hours of operations in compliance with EPO established standards for access and availability, and in accordance with community standards.

2.3 PRIOR AUTHORIZATION - Contractor shall obtain advance authorization from EPO as applicable, prior to the rendering of any non-emergent service for a Member. In the case of an emergency or an elective admit, Contractor agrees to notify EPO, either orally or in writing during normal business hours on the day of admission of the Member, or on the first working day following the admission of Member on weekends, holidays, or after hours.

2.4 HOSPITAL TRANSFERS - In any circumstance where Contractor is providing Hospital Service under this Agreement, Contractor agrees to notify EPO immediately and to assist in facilitating the transfer of Members requiring Health Care Services that are not offered or available at Hospital. Contractor agrees to cooperate and comply with EPO standards with respect to required referral systems for services to ensure continuity of care between EPO and other entities to which the Member is referred.

2.5 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of other plans. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of the Member's need for Health Care Services or the Member's utilization of Health Care Services. Contractor may refuse to provide professional health care services to any member only if a reasonable cause is presented and accepted by the EPO.

2.6 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by EPO and all applicable state and federal laws and regulations relating to the delivery of Health Care Services and in accordance with community standards. Health Care Services shall

be rendered by qualified medical providers. All Health Care Services shall be provided in accordance with generally accepted industry standards in compliance with the standards developed by EPO. Contractor agrees to maintain and demonstrate to EPO, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of Health Care Services by Contractor under this Agreement.

2.7 ASSURANCE OF MEMBER CARE – Health Care Services shall be rendered by qualified medical providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with EPO and Contractor concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.8 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide Health Care Services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.9 CITATIONS - Contractor shall notify EPO in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

2.10 STAFF PRIVILEGES - Where applicable, Contractor shall use its best efforts to enable physicians seeking to participate in EPO to apply for, obtain and maintain membership on the Medical Staff of any Hospital contracting with EPO. Such clinical privileges shall be appropriate for the area of practice at Hospital, provided such physicians meet Hospital standards.

2.11 UTILIZATION REVIEW (UR) - Contractor agrees to participate in the UR program developed by EPO, and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under EPOs UR program. Contractor agrees to provide access to EPO utilization review and case management personnel for the purpose of conducting concurrent review and case management on Members who are receiving Health Care Services.

2.12 QUALITY ASSURANCE (QA) PROGRAM - Contractor agrees to cooperate in the EPOs QA program, with regular EPO monitoring and evaluation of compliance with the QA standards and EPO policies and procedures, including participation in Member grievance resolutions and quality of care studies. Contractor shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms with generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as

determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.13 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify EPO immediately, upon its knowledge of a complaint by a Member. The EPO grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. Contractor agrees to cooperate with EPO in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of EPO. At no time shall a Member's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between Member and the provider of service.

2.14 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide Health Care Services to Members meet the standards set by EPO, and consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.15 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures EPO and County that contractual commitments to other HMOs, competitive medical plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Home Health and Hospice Services to Members.

2.16 NONDISCRIMINATION - Contractor represents and assures that Health Care Services are provided to Members in the same manner and quality as such services are provided to Contractors' other patients. Members shall not be subject to any discrimination whatsoever by Contractor in regard to access to Health Care Services. Contractor agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.17 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.), AB2222 (the Prudence Kay Poppink Act) of 2000, the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.), and Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996.

Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.18 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, Contractor shall identify the names of the following persons by listing them on Attachment 1 of this Agreement, attached hereto and incorporated herein by this reference.

A. Contractor officers;
B. Contractor owners, including parent corporation(s);
C. Stockholders owning greater than 10% of any stock issued by Contractor;
D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify EPO within thirty (30) days of any changes in the information in Attachment 1.

2.19 AVAILABILITY OF SERVICES - Contractor agrees to provide EPO with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractors services.

2.20 PROVISION OF INFORMATION- Contractor shall provide EPO and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.21 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable EPO to fulfill its reporting and other obligations under the Agreement.

2.22 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the EPO.

2.23 CREDENTIALING OF CONTRACTOR – Contractor agrees to provide all necessary information, and/or documents to EPO so that the EPO may credential Contractor, and verify that Contractor has obtained, and has maintained appropriate licensing, accreditation, or certification, and insurance coverage. Such information shall be provided within thirty (30) days and on an annual basis, or upon request by EPO. Failure of Contractor to become credentialed by EPO, and/or to remain credentialed by EPO shall be cause for immediate termination of this Agreement by EPO.

3.0 DUTIES OF COUNTY AND EPO

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the medical needs of Member require otherwise, EPO agrees to use Contractor for the provision of Health Care Services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of EPO and this Agreement.

3.3 MEMBER SERVICES - EPO agrees to provide Member Services, including, but not limited to, processing Member complaints and grievances, informing Members of EPO policies and procedures, providing Members with information about EPO and its network of hospitals, IPAs and PCPs.

3.4 BENEFIT INFORMATION - EPO agrees to apprise all Members concerning the type, scope and duration of benefits and services to which such Members are entitled under the EPO. This includes, but it not limited to, written notification to Members of Health Care Services available, and changes in the availability or location of Health Care Services, being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. EPO shall provide necessary training regarding EPO policies and procedures.

3.6 UTILIZATION REVIEW (UR) PROGRAM - EPO shall establish a UR program which shall seek to avoid unnecessary or unduly costly hospital and medical services while ensuring the delivery of Health Care Services, to Members are Medically Necessary. The UR program will include, but will not be limited to: admission certification, concurrent and continuing stay review, retrospective review, discharge planning and case management. EPO shall provide prior authorization to Contractor for treatment and hospitalization of Members. Prior authorizations shall provide the number of days anticipated for any hospitalization, and any extension of Hospital Days shall require authorization by EPO prior or during the hospital stay, in accordance with EPO UR standards. EPO shall not retrospectively deny any Health Care Services, approved as Medically Necessary provided that the information given by Contractor to EPO is reasonably true and accurate regarding the medical condition of the Member.

3.7 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill EPO on the HCFA 1500 form, or their successor form, whichever is applicable, within one (1) year from the date of service for outpatient claims and sixty (60) days from the date of discharge for inpatient claims. Contractor agrees to provide EPO with all information necessary to verify and substantiate the provisions of and charges for Health Care Services including providing the authorization number on the UB92, or HCFA 1500 form, or their successor forms. Claims will be adjudicated using all accepted coding and payment conventions of the United States, including but not limited to usual and customary criteria, RBRVS rules, professional review and routine claim edits normally performed in the course of preparing a claim for payment. All appeals must be received within one (1) year from the date of denial. All claims must be submitted within one (1) year from the date of service in order to be considered for compensation.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by EPO, or for services not covered under the

EPO. Contractor shall advise Member, in writing, of their payment responsibility, if any, prior to rendering non-covered Health Care Services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he or she will be responsible of the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein, shall not be affected by this Agreement or its termination.

4.3 SERVICE WAIVER - In the event Health Care Services are denied by EPO, as not being Medically Necessary, or as not a covered benefit under the EPO, Contractor shall not charge a Member unless Contractor has obtained a written waiver from Member. The waiver must be obtained in advance of rendering services and shall specify those services EPO has denied as not being Medically Necessary, or as not a covered benefit under the EPO, and shall clearly state that the Member is responsible for payment of those services denied by EPO.

4.4 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by EPO, insolvency of EPO, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for Health Care Services, provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.5 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members. EPO shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members and EPO shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with EPO coordination of benefits. In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Attachment 2. Unless Member has other health insurance coverage, Contractor accepts payment from County for Health Care Services as provided herein as full payment for such Health Care Services and shall at no time seek compensation from Members.

4.6 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of Health Care Services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.7 COMPENSATION - County shall pay Contractor, in accordance with the rates as outlined in Attachment 2, within sixty (60) working days of receipt from Contractor of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

4.8 ADEQUACY OF COMPENSATION - Contractor shall accept the payments specified in this Agreement as payment in full for all Health Care Services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments to Contractor as provided herein, whether from EPO's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for Health Care Services. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate financial records and information as reasonably necessary to County so that County may properly administer the EPO and consistent with state and federal law. Such records shall be retained by Contractor for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. Medical Records must be maintained in accordance with industry standards including all HIPAA regulations. These obligations are not terminated upon a termination of the Agreement, whether by rescission or otherwise. County reserves the right to audit both financial and medical records from time to time as deemed necessary. Any expense involved in such as audit shall be the Contractor's responsibility.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential in accordance with applicable law, including HIPAA regulations. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the EPO, or state and/or federal regulators. Records shall include, without limitation, Member patient records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the cost of operations and income received for Health Care Services, rendered to Members. Such records shall be made available at all reasonable times the Contractor upon reasonable request by County. Contractor shall

maintain its books and records in accordance with general standards for books and record keeping.

5.4 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and/or EPO and meetings involving County and/or EPO management may be subject to the public records and meetings laws and regulations of the State of California.

5.5 QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS Contractor shall cooperate with EPO's QA and UR programs and, upon reasonable request, shall provide EPO with summaries of, or access to records maintained by Contractor and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION, ACTS AND OMISSIONS, LIABILITY AND INSURANCE

6.1 INDEMNIFICATION - CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation

shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6.2 COUNTY ACTS OR OMISSIONS - County agrees to defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of County, EPO, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

6.3 LIABILITY FOR OBLIGATIONS - Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

6.4 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and *policies of insurance shall contain* the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (*such as the use of aircraft*, watercraft, cranes, etc.) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES - EPO and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of May 1, 2009, and shall continue in effect for five (5) years, until April 30, 2014.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Insolvency of EPO - including the filing of bankruptcy by EPO.

C. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by County:

A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Failure to Provide Services - Failure of Contractor to provide Health Care Services to Members as authorized herein.

C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.

D. Credentialing – Failure of Contractor to become credentialed by EPO, and/or remain credentialed by the EPO.

E. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.

F. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.

G. Insolvency of Contractor - including the filing of bankruptcy of Contractor.

H. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

I. Discontinuance of EPO Services by County - discontinuance of the offering of EPO as a health care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least ninety (90) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 CARE OF MEMBERS – In the event of termination of this agreement, contractor shall continue to provide services to hospitalized patients until their discharge from the hospital and will be compensated for the health care services under the terms of this agreement. The contractor has also agreed to see all the members, those who were hospitalized at the time of termination of the agreement as well as those receiving treatment on an outpatient basis, for an additional 30 days for rehabilitation emergencies under the same terms, including rates of this agreement.

10.2 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist EPO in the transfer of Member medical care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

10.3 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with EPO for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

10.4 NON-PAYMENT POLICY - Notwithstanding the above, or any other provisions to the contrary, Contractor agrees that in the event EPO ceases operations for any reason, including insolvency, Contractor shall continue to provide Health Care Services including Hospital Services for those Members who are hospitalized on an inpatient basis. Contractor shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Hospital Services, or Health Care Services provided after EPO ceases operation. This continuation of Health Care Services and Hospital Services obligation shall continue until Member is discharged from Hospital, or complete the course of outpatient treatment. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the EPO receiving Health Care Services or Contractor Services shall be Members of EPO. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other than patient medical files) and lists contained in Contractor and EPO files. Contractor acknowledges that County believes that all such information is confidential under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of EPO or the Member. Nothing contained herein abrogates the right of the Member to disenroll from EPO.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner to specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their

enrollments with EPO or to encourage Members to participate in another health services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of EPO as an indication of Contractor's willingness to provide Health Care Services and/or Contractor Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing EPO or County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list EPO or County in any informational material distributed, displayed or advertised, listing EPO and/or County as a participating health plan.

11.7 USE OF NAMES AND TRADEMARKS - County, EPO and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:

HUMAN RESOURCES DEPARTMENT
3403 Tenth Street, Ste. 500
Riverside, CA 92502
Attn: Ron Komers,
Director Human Resources

CONTRACTOR:

WEST COAST SPINE RESTORATION CENTER
6117 River Crest Dr., Ste. A
Riverside, CA 92507
(Phone: 951-653-4480)

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)- The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

12.7 ENTIRE AGREEMENT - This Agreement (together with all attachments hereto), and any requirements promulgated by EPO or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by EPO or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder

12.8 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all Health Care Services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

[Rest of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:
Clerk to the Board
Nancy Romero

By _____
Deputy

Date _____

COUNTY OF RIVERSIDE:

By _____
Chairman, Board of Supervisors

Date _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By: _____
Deputy County Counsel

CONTRACTOR: West Coast Spine Restoration, Inc.
(TIN: 330528925)

By: _____

Printed Name: Nancy Kishino

Title: Director

Date: 3-10-09

Attachment 1

Officers, Owners, Stockholders, and Creditors Listing

Nancy Kishino - 100% solely owned by Nancy Kishino

Attachment 2
Compensation

Reimbursement by Exclusive Care for authorized covered services, shall be payable by County at 70% (seventy percent) of the current year Medicare allowable for locality 99. Contractor is responsible for collecting deductibles, co-payments, and coinsurance amount from Members receiving Covered Services.

Attachment 3

Roster

Of

Locations:

6177 River Crest Dr., Ste. A
Riverside, CA 92507
Phone: 951-653-4480
Fax: 951-653-5051

6370 Magnolia Ave., Ste. L-140
Riverside, CA 92516
Phone: 951-774-0793
Fax: 951-0783

330A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Human Resources Department

SUBMITTAL DATE:
March 24, 2009

SUBJECT: Exclusive Care - EPO Behavioral Health Contractor Agreement with Carol Bayer, MFT.

RECOMMENDED MOTION: 1) Approve the attached Behavioral Health Contractor Agreement from May 1, 2009 until April 30, 2014, with Carol Bayer, MFT, a Marriage Family Therapist located in Rancho Mirage; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.

(Continued)

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	None
	Annual Net County Cost:	$ to be determined by claims	**For Fiscal Year:**	2008/09

SOURCE OF FUNDS: Premiums paid by members

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Elizabeth J. Olson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: TAMMY V. DIEU DATE 4/7/09

Departmental Concurrence

☒ Policy ☐ Consent

☐ Policy ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.25

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

G:\EXEC\Form 11\EPO Provider Contracts\2009 Contracts\Carol Bayer MFT.doc

BACKGROUND continued:

The California Board of Behavioral Sciences has been checked and no adverse actions were found. This Provider has completed the Exclusive Care credentialing process. This agreement adds participation in the Exclusive Care Provider Network under terms similar to other comparable providers under contract.

RIVERSIDE COUNTY - EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
BEHAVIORAL HEALTH CONTRACTOR AGREEMENT

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and **Carol Bayer, MFT** (hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed an Exclusive Provider Organization ("EPO") to provide health care services, including mental health services, to the employees of Riverside County; and, other area municipalities; and,

WHEREAS, Contractor is a mental health professional capable of providing services for the EPO; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of behavioral health care services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 Agreement means this Contractor Agreement for the provision of services for the EPO of County, and all attachments, addenda and amendments hereto.

1.2 Behavioral Health Services - Services rendered or made available to a Member for treatment of Mental Health and Substance Abuse Disorders.

1.3 Co-payment or Deductible means any nominal fee, approved by EPO, that may be charged to Members at the time of service for designated Behavioral health care services.

1.4 Director means the Director of Human Resources for Riverside County, or his or her designee.

1.5 Clean Claim(s) means those claims submitted to EPO which are complete including but not limited to complete coding, itemization, dates of service and billed amounts.

1.6 Employee Assistance Program (EAP) - The County of Riverside's Employee Assistance Program functions as the behavioral health administrative division of the Exclusive Provider Option.

1.7 Emergency Psychiatric Condition - A Mental Health/Substance Abuse Disorder which manifests itself by acute symptoms of sufficient severity such that the absence of immediate Behavioral Health Services could reasonably be expected to result in the following: (i) immediate harm to self or others; (ii) placing the Member's health in serious jeopardy; (iii) serious impairment of the Member's functioning; or (iv) serious and permanent dysfunction of the Member.

1.8 Emergent/Urgent Treatment - The immediate and unscheduled screening, examination, and evaluation of a Member by a Medical or Psychiatric Practitioner to determine if an Emergency Condition exists. If an Emergency Condition is found to exist, Emergency Treatment will include the care and treatment to relieve or eliminate the Emergency Condition or stabilize the Member before transfer to a facility capable of handling higher levels of emergent care.

1.9 Exclusive Provider Organization (EPO) means the health care plan developed, and implemented by the County for the provision of health care services, including behavioral health care services, to County employees their dependents and other public entity employees and their dependents - to be known as Exclusive Care.

1.10 Formulary means the list of medications reimbursable by the pharmacy benefit of the EPO.

1.11 Health care services means all Medically Necessary services to which Members are entitled under the EPO, including physician, medical, psychiatric, hospital based, preventive, ancillary, emergency, and health education services.

1.12 IPA means Independent Physician Association.

1.13 Physician Service means those services rendered by a physician to an EPO member either as inpatient or an out patient.

1.14 Medically/Clinically Necessary. Medically Necessary means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury. Clinically Necessary – Behavioral Health Services or supplies for treatment of an active Mental or Substance Abuse Disorder which have been established in accordance with generally acceptable professional standards and EXCLUSIVE CARE's Utilization Review Committee to be:

- Rendered for the treatment and diagnosis of a Mental Health or Substance Abuse Disorder as defined by the *DMS-IV as may be revised from time to time*, and limited to impairment of a Member's mental, emotional or behavioral functioning; and

- Appropriate for the severity of symptoms, consistent with diagnosis, and otherwise in accordance with generally accepted mental health practice and professionally recognized standards; and

- Not furnished primarily for the convenience of the Member, the attending Participating Practitioner, or other provider of service; and

- Furnished at the most appropriate level which may be provided safely and effectively to the Member.

1.15 Member means any eligible beneficiary who has enrolled in the County EPO for whom the County, by and through the EPO, provides health care services, including behavioral health services.

1.16 Member Physicians means physicians, psychiatrists, surgeons, osteopaths and Doctors of Podiatric Medicine (DPM) licensed to practice medicine in the State of California and who have an ownership interest in, are employed by, or have written agreements with IPA or are directly contracted with the EPO to provide medical services to Members.

1.17 Non-contracted Providers mean licensed physicians, psychiatrists, surgeons, osteopaths, and other licensed health care professionals which provide health care services, including behavioral health services, to Members eligible to receive benefits under the EPO. Non-Contracted Providers do not have written agreements with IPA and are not directly contracted with the EPO.

1.18 Non-Physician Medical Practitioner means nurse practitioner, physician assistants, mental health licensed professionals (LCSW, MFCC, MFT) or certified nurse midwifes licensed to practice in the State of California and who are employees, subcontractors or who have written agreements with IPA or are directly contracted by the EPO to provide medical services to Members.

1.19 PCP means a physician who is the Primary Care Physician responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This may include physicians who are licensed in Family Practice, Pediatrics, Internal Medicine, Obstetrics, or General Practice.

1.20 Provider means licensed physicians, surgeons, osteopaths, licensed mental health professionals and other licensed health care professionals who provide health care services or behavioral health care services to EPO members.

1.21 Quality Assessment and Improvement Program (QAIP) means a program established by the EPO to oversee quality assessment and quality improvement reviews of services provided to Members.

1.22 Referrals means recommended directions of non primary care services of Members to physicians, including Outside Providers, or providers of ancillary services such as but not limited to lab, x-ray and physical therapy, EKG, EEG, health education, medical social service, home health care, mental health, for the purposes of obtaining health care services, including behavioral health care services.

1.23 State means the State of California.

1.24 Surcharge means an additional fee which is charged to a Member for covered services of a health plan or the County or appropriate government agency and disclosed in the evidence of coverage or the disclosure form used as the evidence of coverage. Surcharges are not allowable charges.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those behavioral health care services, which are Medically Necessary when such services are authorized by the Employee Assistance Program (EAP) and EPO, and in accordance with this Agreement. Contractor is responsible for coordinating the provision of behavioral health care services, with EAP and the EPO.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County for the EPO. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All EPO and County operating procedures shall apply, including eligibility verification, pre-certification, submission of clean claims, compliance with the current formulary and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to behavioral health care services, and provide for reasonable hours of operations in compliance with EPO established standards for access and availability, and in accordance with community standards.

2.3 PRIOR AUTHORIZATION - Contractor shall obtain advance authorization from the EAP division of the EPO as applicable, prior to the rendering of any non-emergent service for a Member. In the case of an emergency or an elective admit, Contractor agrees to notify EPO, either orally or in writing during normal business hours on the day of admission of the Member, or on the first working day following the admission of Member on weekends, holidays, or after hours.

2.4 HOSPITAL TRANSFERS - In any circumstance where Contractor is providing Hospital Service under this Agreement, Contractor agrees to notify EAP division of the EPO immediately and to assist in facilitating the transfer of Members requiring behavioral health care services that are not offered or available at Hospital. Contractor agrees to cooperate and comply with EPO standards with respect to required referral systems for services to ensure continuity of care between EPO and other entities to which the Member is referred.

2.5 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of other plans. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of the Member's need for behavioral health care services or the Member's utilization of behavioral health care services. Contractor may refuse to provide professional healthcare services to any member only if a reasonable cause is presented and accepted by the EPO.

2.6 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by EPO and all applicable state and federal laws and regulations relating to the delivery of behavioral health care services and in accordance with community standards. Behavioral health care services shall be rendered by qualified mental health providers. All behavioral health care services, shall be provided in accordance with generally accepted industry standards in compliance with the standards developed by EPO. Contractor agrees to

maintain and demonstrate to EPO, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of behavioral health care services by Contractor under this Agreement.

2.7 ASSURANCE OF MEMBER CARE - Behavioral health care services shall be rendered by qualified medical providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with EPO and Contractor concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.8 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide behavioral health care services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.9 CITATIONS - Contractor shall notify EPO in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

2.10 STAFF PRIVILEGES - Where applicable, Contractor shall use its best efforts to enable physicians seeking to participate in EPO to apply for, obtain and maintain membership on the Medical Staff of any Hospital contracting with EPO. Such clinical privileges shall be appropriate for the area of practice at Hospital, provided such physicians meet Hospital standards.

2.11 UTILIZATION REVIEW (UR) - Contractor agrees to participate in the UR program developed by EPO, and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under EPOs UR program.
Contractor agrees to provide access to EPO utilization review and case management personnel for the purpose of conducting concurrent review and case management on Members who are receiving Behavioral health care services.

2.12 QUALITY ASSURANCE (QA) PROGRAM - Contractor agrees to cooperate in the EPOs QA program, with regular EPO monitoring and evaluation of compliance with the QA standards and EPO policies and procedures, including participation in Member grievance resolutions and quality of care studies. Contractor shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms with generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.13 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify EPO immediately, upon its knowledge of a complaint by a Member. The EPO grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. Contractor agrees to cooperate with EPO in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of EPO. At no time shall a Member's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between Member and the provider of service.

2.14 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide behavioral health care services to Members meet the standards set by EPO, and consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.15 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures EPO and County that contractual commitments to other HMOs, competitive medical plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of behavioral health care services to Members.

2.16 NONDISCRIMINATION - Contractor represents and assures that behavioral health care services are provided to Members in the same manner and quality as such services are provided to Contractors' other patients. Members shall not be subject to any discrimination whatsoever by Contractor in regard to access to behavioral health care services. Contractor agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.17 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.), AB2222 (the Prudence Kay Poppink Act) of 2000, the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.), and Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996.

Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.18 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, Contractor shall identify the names of the following persons by listing them on Attachment 1 of this Agreement, attached hereto and incorporated herein by this reference.

A. Contractor officers;
B. Contractor owners, including parent corporation(s);
C. Stockholders owning greater than 10% of any stock issued by Contractor;
D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify EPO within thirty (30) days of any changes in the information in Attachment 1.

2.19 AVAILABILITY OF SERVICES - Contractor agrees to provide EPO with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractors services.

2.20 PROVISION OF INFORMATION- Contractor shall provide EPO and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.21 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable EPO to fulfill its reporting and other obligations under the Agreement.

2.22 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the EPO.

2.23 CREDENTIALING OF CONTRACTOR – Contractor agrees to provide all necessary information, and/or documents to EPO so that the EPO may credential Contractor, and verify that Contractor has obtained, and has maintained appropriate licensing, accreditation, or certification, and insurance coverage. Such information shall be provided within thirty (30) days and on an annual basis, or upon request by EPO. Failure of Contractor to become credentialed by EPO, and/or to remain credentialed by EPO shall be cause for immediate termination of this Agreement by EPO.

3.0 DUTIES OF COUNTY AND EPO

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the medical needs of Member require otherwise, EPO agrees to use Contractor for the provision of behavioral health care services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of EPO and this Agreement.

3.3 MEMBER SERVICES - EPO agrees to provide Member Services, including, but not limited to, processing Member complaints and grievances, informing Members of EPO policies and procedures, providing Members with information about EPO and its network of hospitals, IPAs and PCPs.

3.4 BENEFIT INFORMATION – The EAP division of the EPO agrees to apprise all Members concerning the type, scope and duration of behavioral health benefits and services to which such Members are entitled under the EPO. This includes, but it not limited to, written notification to Members of behavioral health care services available, and changes in the availability or location of behavioral health care services, being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. EPO shall provide necessary training regarding EPO policies and procedures.

3.6 UTILIZATION REVIEW (UR) PROGRAM - EPO shall establish a UR program which shall seek to avoid unnecessary or unduly costly hospital and medical services while ensuring the delivery of behavioral health care services, to Members are Medically Necessary. The UR program will include, but will not be limited to: admission certification, concurrent and continuing stay review, retrospective review, discharge planning and case management. EPO shall provide prior authorization to Contractor for treatment and hospitalization of Members. Prior authorizations shall provide the number of days anticipated for any hospitalization, and any extension of Hospital Days shall require authorization by EPO prior or during the hospital stay, in accordance with EPO UR standards. EPO shall not retrospectively deny any Health Care Service, approved as Medically Necessary provided that the information given by Contractor to EPO is reasonably true and accurate regarding the medical condition of the Member.

3.7 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill EPO on the HCFA 1500 form, or their successor form, whichever is applicable, within one (1) year from the date of service for outpatient claims and sixty (60) days from the date of discharge for inpatient claims. Contractor agrees to provide EPO with all information necessary to verify and substantiate the provisions of and charges for behavioral health care services including providing the authorization number on the UB92, or HCFA 1500 form, or their successor forms. Claims will be adjudicated using all accepted coding and payment conventions of the United States, including but not limited to usual and customary criteria, RBRVS rules, professional review and routine claim edits normally performed in the course of preparing a claim for payment. All appeals must be received within one (1) year from the date of denial. All claims must be submitted within one (1) year from the date of service in order to be considered for compensation.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by EPO, or for services not covered under the EPO. Contractor shall advise Member, in writing, of their payment responsibility, if any, prior to rendering non-covered behavioral health care services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he or she will be responsible of the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein, shall not be affected by this Agreement or its termination.

4.3 SERVICE WAIVER - In the event behavioral health care services, are denied by EPO, as not being Medically Necessary, or as not a covered benefit under the EPO, Contractor shall not charge a Member unless Contractor has obtained a written waiver from Member. The waiver must be obtained in advance of rendering services and shall specify those services EPO has denied as not being Medically Necessary, or as not a covered benefit under the EPO, and shall clearly state that the Member is responsible for payment of those services denied by EPO.

4.4 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by EPO, insolvency of EPO, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for behavioral health care services, provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.5 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members. EPO shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members and EPO shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with EPO coordination of benefits. In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Attachment 2. Unless Member has other health insurance

coverage, Contractor accepts payment from County for Behavioral health care services as provided herein as full payment for such Behavioral health care services and shall at no time seek compensation from Members.

4.6 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of behavioral health care services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.7 COMPENSATION - County shall pay Contractor, in accordance with the rates as outlined in Attachment 2, within sixty (60) working days of receipt from Contractor of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

4.8 ADEQUACY OF COMPENSATION - Contractor shall accept the payments specified in this Agreement as payment in full for all behavioral health care services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments to Contractor as provided herein, whether from EPO's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for behavioral health care services. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate financial records and information as reasonably necessary to County so that County may properly administer the EPO and consistent with state and federal law. Such records shall be retained by Contractor for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. Medical Records must be maintained in accordance with industry standards including all HIPAA regulations. These obligations are not terminated upon a termination of the Agreement, whether by rescission or otherwise. County reserves the right to audit both financial and medical records from time to time as deemed necessary. Any expense involved in such as audit shall be the Contractor's responsibility.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential in accordance with applicable law, including HIPAA regulations. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the EPO, or state and/or federal regulators. Records shall include, without limitation, Member patient

records (subject to applicable state and federal law governing the confidentiality of medical records), and/or financial records pertaining to the cost of operations and income received for Behavioral health care services, rendered to Members. Such records shall be made available at all reasonable times the Contractor upon reasonable request by County. Contractor shall maintain its books and records in accordance with general standards for books and record keeping.

5.4 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and/or EPO and meetings involving County and/or EPO management may be subject to the public records and meetings laws and regulations of the State of California.

5.5 QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS
Contractor shall cooperate with EPO's QA and UR programs and, upon reasonable request, shall provide EPO with summaries of, or access to records maintained by Contractor and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION, ACTS AND OMISSIONS, LIABILITY AND INSURANCE

6.1 INDEMNIFICATION - CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6.2 COUNTY ACTS OR OMISSIONS - County agrees to defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of County, EPO, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

6.3 LIABILITY FOR OBLIGATIONS - Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

6.4 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S

performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the

COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and

the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES - EPO and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of May 1, 2009 and shall continue in effect for five (5) years, until April 30, 2014.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Insolvency of EPO - including the filing of bankruptcy by EPO.

C. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by County:

A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Failure to Provide Services - Failure of Contractor to provide behavioral health care services to Members as authorized herein.

C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.

D. Credentialing – Failure of Contractor to become credentialed by EPO, and/or remain credentialed by the EPO.

E. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.

F. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.

G. Insolvency of Contractor - including the filing of bankruptcy of Contractor.

H. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

I. Discontinuance of EPO Services by County - discontinuance of the offering of EPO as a health care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least ninety (90) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 CARE OF MEMBERS – In the event of termination of this agreement, contractor shall continue to provide services to hospitalized patients until their discharge from the hospital and will be compensated for the health care services under the terms of this agreement. The contractor has also agreed to see all the members, those who were hospitalized at the time of termination of the agreement as well as those receiving treatment on an outpatient basis, for an additional 30 days for behavioral health emergencies under the same terms, including rates of this agreement.

10.2 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist EPO in the transfer of Member behavioral health care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

10.3 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with EPO for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

10.4 NON-PAYMENT POLICY - Notwithstanding the above, or any other provisions to the contrary, Contractor agrees that in the event EPO ceases operations for any reason, including insolvency, Contractor shall continue to provide behavioral health care services and Hospital Services for those Members who are hospitalized on an inpatient basis. Contractor shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Hospital Services, or behavioral health care services provided after EPO ceases operation. This continuation of behavioral health care services and Hospital Services obligation shall continue until Member is discharged from Hospital, or complete the course of outpatient treatment. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the EPO receiving behavioral health care services or Contractor Services shall be Members of EPO. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other than patient medical files) and lists contained in Contractor and EPO files. Contractor acknowledges that County believes that all such information is confidential under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this

Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of EPO or the Member. Nothing contained herein abrogates the right of the Member to disenroll from EPO.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner to specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their enrollments with EPO or to encourage Members to participate in another health services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of EPO as an indication of Contractor's willingness to provide behavioral health care services and/or Contractor Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing EPO or County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list EPO or County in any informational material distributed, displayed or advertised, listing EPO and/or County as a participating health plan.

11.7 USE OF NAMES AND TRADEMARKS - County, EPO and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

[Rest of the page intentionally left blank]

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:	**CONTRACTOR:**
HUMAN RESOURCES DEPARTMENT County Administrative Center 3403 Tenth Street, Ste. 500 Riverside, CA 92502 Attn: Ron Komers, Director Human Resources	CAROL BAYER, MFT 42-600 Bob Hope Dr. Ste. 407 Rancho Mirage, CA 92270 (Phone: 760-776-5123

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)- The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

12.7 ENTIRE AGREEMENT - This Agreement (together with all attachments hereto), and any requirements promulgated by EPO or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement

which are not expressly set forth herein, or are not promulgated by EPO or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder

12.8 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all behavioral health care services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:
Clerk of the Board
Nancy Romero

By _____
Deputy

Date _____

COUNTY OF RIVERSIDE:

By _____
Chairman, Board of Supervisors

Date _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By: _____
Deputy County Counsel

CONTRACTOR: Carol Bayer, MFT

By: Carol Bayer MFT

Printed Name: CAROL A. BAYER, MFT

Title: M.F.T.

Date: 3/20/09

Attachment 1

Officers, Owners, Stockholders, and Creditors Listing

100 % solely owned
by Carol A. Bayer

Attachment 2

Compensation

Reimbursement of the Exclusive Care Provider Organization, Exclusive Care, established by the County of Riverside for employees and their dependents, for authorized covered services, shall be payable by County at the fees set forth below net of co-payments and/or coinsurance . Contractor is responsible for collecting the co-payment.

DESCRIPTION	CPT	Licensed Rates
Psychiatric diagnostic interview	90801	$80.00
Psychiatric treatment, office, 20-30 minutes	90804	$40.00
Psychiatric treatment, office, 45-50 minutes	90806	$70.00
Family psychiatric treatment with patient	90847	$75.00
Group psychotherapy	90853	$25.00
Psychiatric service/therapy/Case Management	90899	$20.00

These rates include the member's co-payment

332A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Human Resources Department

SUBMITTAL DATE: March 27, 2009

SUBJECT: Exclusive Care - EPO Behavioral Health Contractor Agreement with Carol Teitelbaum, MFT .

RECOMMENDED MOTION: 1) Approve the attached Behavioral Health Contractor Agreement from May 1, 2009 until April 30, 2014 with Carol Teitelbaum, MFT a Marriage Family Therapist located in Rancho Mirage; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.

The California Board of Behavioral Sciences has been checked and no adverse actions were found. This Provider has completed the Exclusive Care credentialing process. This agreement continuesparticipation in the Exclusive Care Provider Network under terms similar to other comparable providers under contract.

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FORM APPROVED COUNTY COUNSEL
BY TAWNY V. LIEU DATE 4/7/09

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	None
	Annual Net County Cost:	$ to be determined by claims	For Fiscal Year:	2008/09

SOURCE OF FUNDS: Premiums paid by members

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth A. Olson

☒ Policy ☐ Consent

☐ Policy ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.:

District:

Agenda Number: 3.26

G:\EXEC\Form 11\EPO Provider Contracts\2009 Contracts\Teitelbaum MFT.doc

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

RIVERSIDE COUNTY - EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
BEHAVIORAL HEALTH CONTRACTOR AGREEMENT

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and **Carol Teitelbaum, MFT** (hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed an Exclusive Provider Organization ("EPO") to provide health care services, including mental health services, to the employees of Riverside County; and, other area municipalities; and,

WHEREAS, Contractor is a mental health professional capable of providing services for the EPO; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of behavioral health care services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 Agreement means this Contractor Agreement for the provision of services for the EPO of County, and all attachments, addenda and amendments hereto.

1.2 Behavioral Health Services - Services rendered or made available to a Member for treatment of Mental Health and Substance Abuse Disorders.

1.3 Co-payment or Deductible means any nominal fee, approved by EPO, that may be charged to Members at the time of service for designated Behavioral health care services.

1.4 Director means the Director of Human Resources for Riverside County, or his or her designee.

1.5 Clean Claim(s) means those claims submitted to EPO which are complete including but not limited to complete coding, itemization, dates of service and billed amounts.

1.6 Employee Assistance Program (EAP) - The County of Riverside's Employee Assistance Program functions as the behavioral health administrative division of the Exclusive Provider Option.

1.7 Emergency Psychiatric Condition - A Mental Health/Substance Abuse Disorder which manifests itself by acute symptoms of sufficient severity such that the absence of immediate Behavioral Health Services could reasonably be expected to

result in the following: (i) immediate harm to self or others; (ii) placing the Member's health in serious jeopardy; (iii) serious impairment of the Member's functioning; or (iv) serious and permanent dysfunction of the Member.

1.8 Emergent/Urgent Treatment - The immediate and unscheduled screening, examination, and evaluation of a Member by a Medical or Psychiatric Practitioner to determine if an Emergency Condition exists. If an Emergency Condition is found to exist, Emergency Treatment will include the care and treatment to relieve or eliminate the Emergency Condition or stabilize the Member before transfer to a facility capable of handling higher levels of emergent care.

1.9 Exclusive Provider Organization (EPO) means the health care plan developed, and implemented by the County for the provision of health care services, including behavioral health care services, to County employees their dependents and other public entity employees and their dependents - to be known as Exclusive Care.

1.10 Formulary means the list of medications reimbursable by the pharmacy benefit of the EPO.

1.11 Health care services means all Medically Necessary services to which Members are entitled under the EPO, including physician, medical, psychiatric, hospital based, preventive, ancillary, emergency, and health education services.

1.12 IPA means Independent Physician Association.

1.13 Physician Service means those services rendered by a physician to an EPO member either as inpatient or an out patient.

1.14 Medically/Clinically Necessary. Medically Necessary means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury. Clinically Necessary – Behavioral Health Services or supplies for treatment of an active Mental or Substance Abuse Disorder which have been established in accordance with generally acceptable professional standards and EXCLUSIVE CARE's Utilization Review Committee to be:

- Rendered for the treatment and diagnosis of a Mental Health or Substance Abuse Disorder as defined by the *DMS-IV as may be revised from time to time*, and limited to impairment of a Member's mental, emotional or behavioral functioning; and

- Appropriate for the severity of symptoms, consistent with diagnosis, and otherwise in accordance with generally accepted mental health practice and professionally recognized standards; and

- Not furnished primarily for the convenience of the Member, the attending Participating Practitioner, or other provider of service; and

- Furnished at the most appropriate level which may be provided safely and effectively to the Member.

1.15 Member means any eligible beneficiary who has enrolled in the County EPO for whom the County, by and through the EPO, provides health care services, including behavioral health services.

1.16 Member Physicians means physicians, psychiatrists, surgeons, osteopaths and Doctors of Podiatric Medicine (DPM) licensed to practice medicine in the State of California and who have an ownership interest in, are employed by, or have written agreements with IPA or are directly contracted with the EPO to provide medical services to Members.

1.17 Non-contracted Providers mean licensed physicians, psychiatrists, surgeons, osteopaths, and other licensed health care professionals which provide health care services, including behavioral health services, to Members eligible to receive benefits under the EPO. Non-Contracted Providers do not have written agreements with IPA and are not directly contracted with the EPO.

1.18 Non-Physician Medical Practitioner means nurse practitioner, physician assistants, mental health licensed professionals (LCSW, MFCC, MFT) or certified nurse midwifes licensed to practice in the State of California and who are employees, subcontractors or who have written agreements with IPA or are directly contracted by the EPO to provide medical services to Members.

1.19 PCP means a physician who is the Primary Care Physician responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This may include physicians who are licensed in Family Practice, Pediatrics, Internal Medicine, Obstetrics, or General Practice.

1.20 Provider means licensed physicians, surgeons, osteopaths, licensed mental health professionals and other licensed health care professionals who provide health care services or behavioral health care services to EPO members.

1.21 Quality Assessment and Improvement Program (QAIP) means a program established by the EPO to oversee quality assessment and quality improvement reviews of services provided to Members.

1.22 Referrals means recommended directions of non primary care services of Members to physicians, including Outside Providers, or providers of ancillary services such as but not limited to lab, x-ray and physical therapy, EKG, EEG, health education, medical social service, home health care, mental health, for the purposes of obtaining health care services, including behavioral health care services.

1.23 State means the State of California.

1.24 Surcharge means an additional fee which is charged to a Member for covered services of a health plan or the County or appropriate government agency and disclosed in the evidence of coverage or the disclosure form used as the evidence of coverage. Surcharges are not allowable charges.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those behavioral health care services, which are Medically Necessary when such services are authorized by the Employee Assistance Program (EAP) and EPO, and in accordance with this Agreement. Contractor is responsible for coordinating the provision of behavioral health care services, with EAP and the EPO.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County for the EPO. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All EPO and County operating procedures shall apply, including eligibility verification, pre-certification, submission of clean claims, compliance with the current formulary and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to behavioral health care services, and provide for reasonable hours of operations in compliance with EPO established standards for access and availability, and in accordance with community standards.

2.3 PRIOR AUTHORIZATION - Contractor shall obtain advance authorization from the EAP division of the EPO as applicable, prior to the rendering of any non-emergent service for a Member. In the case of an emergency or an elective admit, Contractor agrees to notify EPO, either orally or in writing during normal business hours on the day of admission of the Member, or on the first working day following the admission of Member on weekends, holidays, or after hours.

2.4 HOSPITAL TRANSFERS - In any circumstance where Contractor is providing Hospital Service under this Agreement, Contractor agrees to notify EAP division of the EPO immediately and to assist in facilitating the transfer of Members requiring behavioral health care services that are not offered or available at Hospital. Contractor agrees to cooperate and comply with EPO standards with respect to required referral systems for services to ensure continuity of care between EPO and other entities to which the Member is referred.

2.5 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of other plans. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of the Member's need for behavioral health care services or the Member's utilization of behavioral health care services. Contractor may refuse to provide professional healthcare services to any member only if a reasonable cause is presented and accepted by the EPO.

2.6 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by EPO and all applicable state and federal laws and regulations relating to the delivery of behavioral health care services and in accordance with community standards. Behavioral health care services shall be rendered by qualified mental health providers. All behavioral health care services, shall be provided in accordance with generally accepted industry

standards in compliance with the standards developed by EPO. Contractor agrees to maintain and demonstrate to EPO, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of behavioral health care services by Contractor under this Agreement.

2.7 ASSURANCE OF MEMBER CARE - Behavioral health care services shall be rendered by qualified medical providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with EPO and Contractor concerning their respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.8 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide behavioral health care services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.9 CITATIONS - Contractor shall notify EPO in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard; any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

2.10 STAFF PRIVILEGES - Where applicable, Contractor shall use its best efforts to enable physicians seeking to participate in EPO to apply for, obtain and maintain membership on the Medical Staff of any Hospital contracting with EPO. Such clinical privileges shall be appropriate for the area of practice at Hospital, provided such physicians meet Hospital standards.

2.11 UTILIZATION REVIEW (UR) - Contractor agrees to participate in the UR program developed by EPO, and to abide by decisions resulting from that review, subject to any rights of reconsideration that may be available under EPOs UR program.
Contractor agrees to provide access to EPO utilization review and case management personnel for the purpose of conducting concurrent review and case management on Members who are receiving Behavioral health care services.

2.12 QUALITY ASSURANCE (QA) PROGRAM - Contractor agrees to cooperate in the EPOs QA program, with regular EPO monitoring and evaluation of compliance with the QA standards and EPO policies and procedures, including participation in Member grievance resolutions and quality of care studies. Contractor shall also implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms with generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as

determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.13 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify EPO immediately, upon its knowledge of a complaint by a Member. The EPO grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute resolution, or upon the time frame required by applicable law, whichever is less. Contractor agrees to cooperate with EPO in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of EPO. At no time shall a Member's medical condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the independence of the medical decision making process to resolve any medical disputes between Member and the provider of service.

2.14 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide behavioral health care services to Members meet the standards set by EPO, and consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.15 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures EPO and County that contractual commitments to other HMOs, competitive medical plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of behavioral health care services to Members.

2.16 NONDISCRIMINATION - Contractor represents and assures that behavioral health care services are provided to Members in the same manner and quality as such services are provided to Contractors' other patients. Members shall not be subject to any discrimination whatsoever by Contractor in regard to access to behavioral health care services. Contractor agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of subsection (b) of Title 2, CCR, Section 8107 shall be applicable for this Agreement.

2.17 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12100 et. seq.), AB2222 (the Prudence Kay Poppink Act) of 2000, the Drug Free Workplace Act of 1990 (Government Code Section 8355 et. seq.), and Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996.

Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.18 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, Contractor shall identify the names of the following persons by listing them on Attachment 1 of this Agreement, attached hereto and incorporated herein by this reference.

A. Contractor officers;
B. Contractor owners, including parent corporation(s);
C. Stockholders owning greater than 10% of any stock issued by Contractor;
D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify EPO within thirty (30) days of any changes in the information in Attachment 1.

2.19 AVAILABILITY OF SERVICES - Contractor agrees to provide EPO with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractors services.

2.20 PROVISION OF INFORMATION- Contractor shall provide EPO and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.21 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable EPO to fulfill its reporting and other obligations under the Agreement.

2.22 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the EPO.

2.23 CREDENTIALING OF CONTRACTOR – Contractor agrees to provide all necessary information, and/or documents to EPO so that the EPO may credential Contractor, and verify that Contractor has obtained, and has maintained appropriate licensing, accreditation, or certification, and insurance coverage. Such information shall be provided within thirty (30) days and on an annual basis, or upon request by EPO. Failure of Contractor to become credentialed by EPO, and/or to remain credentialed by EPO shall be cause for immediate termination of this Agreement by EPO.

3.0 DUTIES OF COUNTY AND EPO

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the medical needs of Member require otherwise, EPO agrees to use Contractor for the provision of behavioral health care services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of EPO and this Agreement.

3.3 MEMBER SERVICES - EPO agrees to provide Member Services, including, but not limited to, processing Member complaints and grievances, informing Members of EPO policies and procedures, providing Members with information about EPO and its network of hospitals, IPAs and PCPs.

3.4 BENEFIT INFORMATION – The EAP division of the EPO agrees to apprise all Members concerning the type, scope and duration of behavioral health benefits and services to which such Members are entitled under the EPO. This includes, but it not limited to, written notification to Members of behavioral health care services available, and changes in the availability or location of behavioral health care services, being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. EPO shall provide necessary training regarding EPO policies and procedures.

3.6 UTILIZATION REVIEW (UR) PROGRAM - EPO shall establish a UR program which shall seek to avoid unnecessary or unduly costly hospital and medical services while ensuring the delivery of behavioral health care services, to Members are Medically Necessary. The UR program will include, but will not be limited to: admission certification, concurrent and continuing stay review, retrospective review, discharge planning and case management. EPO shall provide prior authorization to Contractor for treatment and hospitalization of Members. Prior authorizations shall provide the number of days anticipated for any hospitalization, and any extension of Hospital Days shall require authorization by EPO prior or during the hospital stay, in accordance with EPO UR standards. EPO shall not retrospectively deny any Health Care Service, approved as Medically Necessary provided that the information given by Contractor to EPO is reasonably true and accurate regarding the medical condition of the Member.

3.7 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill EPO on the HCFA 1500 form, or their successor form, whichever is applicable, within one (1) year from the date of service for outpatient claims and sixty (60) days from the date of discharge for inpatient claims. Contractor agrees to provide EPO with all information necessary to verify and substantiate the provisions of and charges for behavioral health care services including providing the authorization number on the UB92, or HCFA 1500 form, or their successor forms. Claims will be adjudicated using all accepted coding and payment conventions of the United States, including but not limited to usual and customary criteria, RBRVS rules, professional review and routine claim edits normally performed in the course of preparing a claim for payment. All appeals must be received within one (1) year from the date of denial. All claims must be submitted within one (1) year from the date of service in order to be considered for compensation.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by EPO, or for services not covered under the EPO. Contractor shall advise Member, in writing, of their payment responsibility, if any, prior to rendering non-covered Behavioral health care services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he or she will be responsible of the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein, shall not be affected by this Agreement or its termination.

4.3 SERVICE WAIVER - In the event behavioral health care services, are denied by EPO, as not being Medically Necessary, or as not a covered benefit under the EPO, Contractor shall not charge a Member unless Contractor has obtained a written waiver from Member. The waiver must be obtained in advance of rendering services and shall specify those services EPO has denied as not being Medically Necessary, or as not a covered benefit under the EPO, and shall clearly state that the Member is responsible for payment of those services denied by EPO.

4.4 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by EPO, insolvency of EPO, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for behavioral health care services, provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.5 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members. EPO shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members and EPO shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with EPO coordination of benefits. In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Attachment 2. Unless Member has other health insurance coverage, Contractor accepts payment from County for Behavioral health care services as

provided herein as full payment for such Behavioral health care services and shall at no time seek compensation from Members.

4.6 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of behavioral health care services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.7 COMPENSATION - County shall pay Contractor, in accordance with the rates as outlined in Attachment 2, within sixty (60) working days of receipt from Contractor of an uncontested claim which is accurate, complete and otherwise in accordance with the provisions herein.

4.8 ADEQUACY OF COMPENSATION - Contractor shall accept the payments specified in this Agreement as payment in full for all behavioral health care services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments to Contractor as provided herein, whether from EPO's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for behavioral health care services. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate financial records and information as reasonably necessary to County so that County may properly administer the EPO and consistent with state and federal law. Such records shall be retained by Contractor for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. Medical Records must be maintained in accordance with industry standards including all HIPAA regulations. These obligations are not terminated upon a termination of the Agreement, whether by rescission or otherwise. County reserves the right to audit both financial and medical records from time to time as deemed necessary. Any expense involved in such as audit shall be the Contractor's responsibility.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential in accordance with applicable law, including HIPAA regulations. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the EPO, or state and/or federal regulators. Records shall include, without limitation, Member patient records (subject to applicable state and federal law governing the confidentiality of medical

records), and/or financial records pertaining to the cost of operations and income received for Behavioral health care services, rendered to Members. Such records shall be made available at all reasonable times the Contractor upon reasonable request by County. Contractor shall maintain its books and records in accordance with general standards for books and record keeping.

5.4 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and/or EPO and meetings involving County and/or EPO management may be subject to the public records and meetings laws and regulations of the State of California.

5.5 QUALITY ASSURANCE AND UTILIZATION REVIEW RECORDS Contractor shall cooperate with EPO's QA and UR programs and, upon reasonable request, shall provide EPO with summaries of, or access to records maintained by Contractor and required in connection with such programs, subject to applicable state and federal laws concerning the confidentiality of medical records.

6.0 INDEMNIFICATION, ACTS AND OMISSIONS, LIABILITY AND INSURANCE

6.1 INDEMNIFICATION - CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6.2 COUNTY ACTS OR OMISSIONS - County agrees to defend, indemnify, and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all fines, claims, demands, suits, actions, and costs (including, without limitation, reasonable attorney's fees) of any kind and nature arising by reasons of the acts or omissions of County, EPO, or of its officers, directors, agents, and employees in connection with the obligations imposed by this Agreement.

6.3 LIABILITY FOR OBLIGATIONS - Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligation for the payment of wages, salaries or other compensation (including all state, federal and local taxes and mandatory employee benefits), insurance and voluntary employment related or other contractual or fringe benefits as may be due or payable by the party to or on behalf of such party's employees, agents and representatives.

6.4 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations

liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) The COUNTY'S Reserved Rights–Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES - EPO and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of May 1, 2009 and shall continue in effect for five (5) years, until April 30, 2014.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Insolvency of EPO - including the filing of bankruptcy by EPO.

C. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by County:

A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Failure to Provide Services - Failure of Contractor to provide behavioral health care services to Members as authorized herein.

C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.

D. Credentialing – Failure of Contractor to become credentialed by EPO, and/or remain credentialed by the EPO.

E. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.

F. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.

G. Insolvency of Contractor - including the filing of bankruptcy of Contractor.

H. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

I. Discontinuance of EPO Services by County - discontinuance of the offering of EPO as a health care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least ninety (90) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 CARE OF MEMBERS – In the event of termination of this agreement, contractor shall continue to provide services to hospitalized patients until their discharge from the hospital and will be compensated for the health care services under the terms of this agreement. The contractor has also agreed to see all the members, those who were hospitalized at the time of termination of the agreement as well as those receiving treatment on an outpatient basis, for an additional 30 days for mental health emergencies under the same terms, including rates of this agreement.

10.2 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist EPO in the transfer of Member behavioral health care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

10.3 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with EPO for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

10.4 NON-PAYMENT POLICY - Notwithstanding the above, or any other provisions to the contrary, Contractor agrees that in the event EPO ceases operations for any reason, including insolvency, Contractor shall continue to provide behavioral health care services and Hospital Services for those Members who are hospitalized on an inpatient basis. Contractor shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Hospital Services, or behavioral health care services provided after EPO ceases operation. This continuation of behavioral health care services and Hospital Services obligation shall continue until Member is discharged from Hospital, or complete the course of outpatient treatment. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the EPO receiving behavioral health care services or Contractor Services shall be Members of EPO. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other than patient medical files) and lists contained in Contractor and EPO files. Contractor acknowledges that County believes that all such information is confidential

under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of EPO or the Member. Nothing contained herein abrogates the right of the Member to disenroll from EPO.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner to specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their enrollments with EPO or to encourage Members to participate in another health services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of EPO as an indication of Contractor's willingness to provide behavioral health care services and/or Contractor Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing EPO or County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list EPO or County in any informational material distributed, displayed or advertised, listing EPO and/or County as a participating health plan.

11.7 USE OF NAMES AND TRADEMARKS - County, EPO and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

[Rest of the page intentionally left blank]

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:	**CONTRACTOR:**
HUMAN RESOURCES DEPARTMENT	CAROL TEITELBAUM, MFT
County Administrative Center	41750 Rancho Las Palmas
3403 Tenth Street, Ste. 500	Ste. D-2
Riverside, CA 92502	Rancho Mirage, CA 92270
Attn: Ron Komers, Director Human Resources	Phone: 760-346-4606

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)- The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in

compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

12.7 ENTIRE AGREEMENT - This Agreement (together with all attachments hereto), and any requirements promulgated by EPO or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by EPO or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder

12.8 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - *Time* shall be of the essence of each and every term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all behavioral health care services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

[Rest of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:
Clerk of the Board
Nancy Romero

By _____
Deputy

Date _____

COUNTY OF RIVERSIDE:

By _____
Chairman, Board of Supervisors

Date _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By: _____
Deputy County Counsel

CONTRACTOR: Carol Teitelbaum, MFT
TIN 553649786

By: _____

Printed Name: Carol Teitelbaum

Title: MFT

Date: 3/19/09

Attachment 1

Officers, Owners, Stockholders, and Creditors Listing

100% Solely owned by
Carol Teitelbaum MFT

Attachment 2

Compensation

Reimbursement of the Exclusive Care Provider Organization, Exclusive Care, established by the County of Riverside for employees and their dependents, for authorized covered services, shall be payable by County at the fees set forth below net of co-payments and/or coinsurance . Contractor is responsible for collecting the co-payment.

DESCRIPTION	CPT	Licensed Rates
Psychiatric diagnostic interview	90801	$80.00
Psychiatric treatment, office, 20-30 minutes	90804	$40.00
Psychiatric treatment, office, 45-50 minutes	90806	$70.00
Family psychiatric treatment with patient	90847	$75.00
Group psychotherapy	90853	$25.00
Psychiatric service/therapy/Case Management	90899	$20.00

These rates include the member's co-payment

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Probation Department

SUBMITTAL DATE:
April 9, 2009

SUBJECT: EDWARD BYRNE MEMORIAL COMPETITIVE GRANT APPLICATION

RECOMMENDED MOTION: Move that the Board of Supervisors:
Authorize the Chair to sign Assurances, Certifications, Disclosure of Lobbying Activities, and Certification of Review and Representation of Compliance with Requirements documents allowing the County to apply for Edward Byrne Memorial Competitive Grant program.

BACKGROUND:
The Probation Department extensively reviewed the Federal Stimulus Grant package and found that the American Recovery and Reinvestment Act (ARRA) Edward Byrne Memorial Competitive Grant Program is available to provide funding for neighborhood based probation and parole officers. As such, the Department is requesting approval to participate in the competitive grant process in order to obtain new funding to implement evidence-based practices countywide to be consistent with statewide risk assessments systems.

PBR-003-08-09

Alan M. Crogan, Chief Probation Officer

FORM APPROVED COUNTY COUNSEL
BY: TAWNY V. LIEU DATE 4/13/09

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:
APPROVE
BY: Steve P. Schubert

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 3.27

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

In the absence of not having an evidence-based risk assessment system, probationers in the County had a reoccurrence of offense at a rate of greater than 40%, according to the Department of Justice 2006 statistics. Because community corrections professionals play a key role in both aiding prisoners reentry and preventing crime by monitoring and engaging adult offenders in effective case management and offender supervision, the grant moneys provided by the Edward Byrne Memorial grant, would allow the Department to implement the Wisconsin Risk/Needs Assessment instrument to monitor probationers and provide effective case management and offender supervision.

The deadline for the submission of the application and certifications is April 27, 2009. The project period for awards under this program is a maximum of 24 months. The project start date is to be on or after July 31, 2009. No funding beyond the 24-month project period is anticipated. There is no match requirement.

The grantor requires original signatures of the Chairman on: A) Certification as to Recovery Act Reporting Requirements; B) General Certification as to Requirements for Receipt of Funds for Infrastructure Investments to accompany the grant application. Upon receipt of the grant award the Department will submit a separate Form 11 for Board acceptance of the funding.

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
April 28, 2009

SUBJECT: PSEC Project Contract Legal Support for Rebanding Contract Negotiations

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the contract with outside counsel Katz Law Office for the Rebanding contract negotiations with Sprint Nextel, and;
2. Authorize the Chairman to execute the contract on behalf of the County.

On July 8, 2004, the FCC approved a Report and Order to resolve the ongoing and growing problem of interference between public safety radio systems operating in the 800 MHz band and Sprint Nextel customers. The plan requires reorganization of the existing 800 MHz frequency allocations (public safety and other users) in order to reduce or eliminate interference in the band. In accordance with the FCC's Report and Order, Sprint Nextel is responsible for funding the Rebanding Project.

Matthew W. Frymire
Chief Information Officer

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 100,000	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$	**Budget Adjustment:**	No
	Annual Net County Cost:	$	**For Fiscal Year:**	08/09

SOURCE OF FUNDS: PSEC operating budget.

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 4/24/09

Departmental Concurrence

☑ Policy ☐ Policy
☐ Consent ☐ Consent
Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: **District:** **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.28

BACKGROUND: (Continued)

Beginning in early 2000, several public safety agencies using 800 MHz trunked radio systems discovered that mobile communications were sometimes disrupted--a mobile or portable radio could not receive or transmit in certain geographic areas.

After some investigation, it was discovered that the interference was related to the nearby commercial radio transmitter sites operated by commercial radio companies, in most cases the wireless carrier Nextel. An agreement was reached between the FCC and Nextel and a plan was created to reband the 800 MHz channels and eliminate the growing interference problems. It was agreed to continue this plan after Sprint and Nextel merged in 2005.

In lieu of rebanding the County's 800 MHz frequencies, and in consideration of the current PSEC implementation, the FCC and Sprint Nextel requested that the County instead migrate totally from the 800 MHz frequencies to the 700 MHz frequency. The 700MHz band is being established for expansion of public safety frequencies. By doing so, the County would then relinquish the assigned 800 MHz frequencies to assist in other rebanding efforts throughout Southern California. Sprint Nextel has agreed to fund the County's migration as part of the rebanding effort.

This agreement will ultimately be a zero cost contract to the County. Payment by the County will be made directly to Katz Law Office, after which Sprint Nextel will reimburse the County for these legal expenses.

The PSEC Project is now in the contract negotiation phase with Sprint Nextel and requires legal support. The support is necessary to assist in the negotiation of a comprehensive final contract with Sprint Nextel. The contract will define the reimbursement for the County's expenses to complete this migration to 700 MHz. In addition, the contract will define the equipment affected by this effort and resources required to successfully perform the migration.

Arthur Katz, attorney with Katz Law Office was selected by County Counsel and RCIT, and has been involved with the PSEC Project since 2006. Mr. Katz is aware of the County's time requirements and has a thorough understanding of Rebanding. Finding and hiring another attorney with the level of experience and knowledge of the County's requirements would cause a detriment to the established timeframe and negotiation process.

AGREEMENT WITH KATZ LAW OFFICE, P.C.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between THE COUNTY OF RIVERSIDE (hereinafter referred to as the "COUNTY") and KATZ LAW OFFICE, P.C. (hereinafter referred to as "LAW FIRM") and dated as of the first day of the term of this AGREEMENT under Section 1 hereof.

RECITALS

WHEREAS, the Board of Supervisors (hereinafter referred to as the "Board") of the COUNTY desires to contract for professional legal services with regard to certain re-engineering and reconfiguration of radio frequencies on which the COUNTY'S emergency communications systems operate; and

WHEREAS, LAW FIRM has been providing professional legal services to the COUNTY on related matters and been found qualified to perform the services described herein based upon competence and experience in relevant areas; and

WHEREAS, the COUNTY desires to retain LAW FIRM'S services of the scope described below on the terms provided herein:

NOW THEREFORE, the COUNTY and LAW FIRM agree as follows:

1. Term. The term of this AGREEMENT shall begin on the date that the COUNTY executes this Agreement following execution by LAW FIRM, and shall continue until completion of the Project (as defined in Exhibit A hereto), unless sooner terminated pursuant to Section 2 or Section 5.

2. Termination. Services performed under this AGREEMENT may be terminated in whole or in part at any time the COUNTY deems to be in its best interest, as determined by the COUNTY. The COUNTY shall terminate services by delivering to LAW FIRM a written Termination Notice executed by the COUNTY and specifying the extent to which services are terminated and the effective termination date. LAW FIRM also will have the right to terminate this engagement at any time, subject to giving the COUNTY a reasonable opportunity to arrange for alternative representation. LAW FIRM may also, subject to applicable professional ethical obligations, terminate its services and resign its representation of the COUNTY under this AGREEMENT in the event that any of LAW FIRM'S statements for fees and expenses remain unpaid (in whole or in part) after the due date for such statement and ten (10) business days after LAW FIRM has notified the COUNTY that it intends to resign if such statement is not fully paid, and the COUNTY expressly agrees and consents to such right to terminate and resign as set forth in this paragraph. LAW FIRM'S engagement to represent the COUNTY with

respect to the Project will be deemed to have terminated (i) when LAW FIRM has completed the services contemplated by this AGREEMENT or (ii) at any time that a period of one year elapses during which the COUNTY does not request and LAW FIRM does not furnish any billable services (other than final services to be delivered in compliance with Section 3) to COUNTY under this AGREEMENT, provided that such termination shall become effective only upon LAW FIRM'S notice to the COUNTY and acknowledgement of its agreement to provide the final services described under Section 3 below prior to such termination. .

3. Effect of Termination. After receiving a Termination Notice and unless otherwise directed by COUNTY, or in the event that LAW FIRM terminates and resigns as permitted under Section 2, LAW FIRM shall, subject to applicable professional ethical obligations: (1) take all reasonable steps necessary to stop services on the date and to the extent specified in the Termination Notice; (2) complete services not terminated by the Termination Notice; (3) submit final billing for terminated services within thirty (30) days from the end of the calendar month of the effective termination date of the terminated services; and (4) notwithstanding the mandate of clause (1) of this Section 3 and in accordance with Section 4, promptly submit a brief closing report advising COUNTY of the status of the matters being handled and any memorandum requested.

4. Closing Report upon Termination. LAW FIRM shall deliver a Closing Report to the COUNTY immediately after termination of services under Section 2 or Section 5 which shall include, but not be limited to:

(a) A brief description of the status of all matters or projects that had been assigned to ATTORNEY hereunder.

(b) A memorandum addressing such questions as the COUNTY may specify regarding the COUNTY'S current position and legal position with respect to the Project and within the scope of LAW FIRM'S engagement.

On request with respect to the terminating services for the Project, LAW FIRM shall give COUNTY copies or originals, as appropriate, of all matter files and attorney work product for the Project. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

5. Professional Conflict of Interest. LAW FIRM represents and warrants that no the COUNTY employee whose position as such enables him/her to influence the award of this AGREEMENT or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by LAW FIRM, or shall have any direct or indirect financial interest in this AGREEMENT.

Anyone who is a former employee of the COUNTY at the time of execution of this AGREEMENT or who subsequently becomes affiliated with LAW FIRM in any capacity (employee, associate or partner) shall not (i) participate in the services provided by LAW FIRM to the COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of LAW FIRM for a period of one year from the date the former COUNTY employee left COUNTY employment.

It is possible that some of the LAW FIRM'S present or future clients will have disputes with the COUNTY during the time that LAW FIRM is representing the COUNTY. The COUNTY and LAW FIRM agree that should the situation arise where a new or existing client engages LAW FIRM in any matter in a position adverse to the COUNTY or in which the COUNTY'S interest may be adversely affected, that LAW FIRM will so advise COUNTY and upon receipt of such notice the COUNTY may determine that the conflict may be waived or may determine that it is in the COUNTY'S best interest to terminate the services of LAW FIRM. Should the COUNTY determine that it is best to terminate the services of LAW FIRM, the COUNTY will notify LAW FIRM of such decision, and Section 3 of this Agreement shall apply. .

6. LAW FIRM' Services and Responsibilities. Upon appointment, LAW FIRM shall provide the COUNTY with the names of any other professionals (partners, associates, law clerks, paralegal, etc.) in addition to the undersigned who on the date hereof are expected to assist in the provision of services under this AGREEMENT, and the functions to be performed by each such professional shall also be provided. LAW FIRM'S Supervising Attorney shall be the undersigned representative of FIRM, who will be fully responsible for the quality of the work product. The COUNTY also requests no more than two (2) attorneys in the firm handle its files. Within a law firm, research and minor work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegal) capable of performing a given task. Responsibility for the quality of work product remains with LAW FIRM'S Supervising Attorney. Subject to applicable professional obligations and LAW FIRM'S right to withdraw from representation of the COUNTY on the Project if COUNTY disapproval might subject LAW FIRM to legal claims or liability, LAW FIRM agrees that the COUNTY retains the right to approve or disapprove any and all attorney assignments to the Project, and the COUNTY agrees to make such approval/disapproval determination promptly on request if such determination is material to LAW FIRM'S planning to staff the Project or otherwise comply with this AGREEMENT.

Key LAW FIRM Personnel:

(1) LAW FIRM'S supervising attorney for this engagement on the Project (the "Supervising Attorney") shall be Arthur S. Katz. Subject to applicable professional ethical rules, any change in LAW FIRM'S Supervising Attorney shall be first authorized in writing by the COUNTY. LAW FIRM'S Supervising Attorney shall have full authority to act for LAW FIRM on all daily operational matters under this AGREEMENT.

(2) Support attorneys and paralegals shall be designated by LAW FIRM'S Supervising Attorney and shall be comprised as agreed upon on an as needed basis. Any change

in staffing shall be made only upon telephonic or written notice, and written consent by the COUNTY in accordance with this Section 6, which may be made by facsimile transmission, which consent shall not be unreasonably withheld.

7. Legal Representation. This AGREEMENT defines and is limited to LAW FIRM'S engagement to represent the COUNTY with respect to the Project. The scope of LAW FIRM'S representation of the COUNTY with respect to the Project is further set forth in Exhibit A to this AGREEMENT.

LAW FIRM shall meet with COUNTY as COUNTY requires and provide all information and reports, including an estimate of fees for each aspect of representation, deemed necessary by the COUNTY to keep it informed.

8. Prior Approvals. LAW FIRM shall obtain the prior written approval of the COUNTY before: (i) retaining any consultant; (ii) undertaking research of more than four (4) hours on any particular issue; (iii) commencing air or other long-distance travel on behalf of the COUNTY.

In addition, LAW FIRM shall: (i) assist the COUNTY in evaluation and negotiations, and shall obtain authority from the COUNTY before making any settlement proposal on behalf of the COUNTY; (ii) immediately notify the COUNTY verbally and in writing when a proposal of settlement is received; and (iii) keep and preserve all backup documentation to support all entries included in its billing statements with respect to the Project for a period of four (4) years after termination or completion of LAW FIRM'S work on the Project. The COUNTY acknowledges and agrees that LAW FIRM may, in exercising judgment while working on a matter, discard or overwrite certain documents and files, such as interim drafts, the retention of which they do not believe to be significant to the protection of the client's interest, and that COUNTY has no rights to files that contain information that is confidential or privileged to other clients of LAW FIRM.

9. Settlement Evaluation. If applicable, LAW FIRM shall provide the COUNTY with an initial evaluation on settlement potential involving the COUNTY or any subordinate program that will serve as the basis for developing the legal position and strategy of the COUNTY and for controlling costs. LAW FIRM shall provide status reports upon request of the COUNTY.

10. Initial Cost Estimate. LAW FIRM and the COUNTY have determined an initial cost estimate of one hundred thousand dollars ($100,000.00) (the "Initial Cost Estimate"); LAW FIRM shall notify the COUNTY immediately in writing when LAW FIRM has expended fifty percent (50%) and seventy-five percent (75%) of the Initial Cost Estimate. LAW FIRM shall not exceed the Initial Cost Estimate without prior written authorization of the COUNTY. A written amendment shall be a condition precedent to any obligation for payment by the COUNTY beyond the approved Initial Cost Estimate.

11. Supervision of Agreement. Matthew Frymire, COUNTY Chief Information Officer, shall administer this Agreement on behalf of the COUNTY. Mr. Frymire, or his designee, shall have full authority to act for the COUNTY on all daily operational matters under this Agreement and shall review and approve all LAW FIRM' reports, whether written or verbal, and any change in LAW FIRM' Supervising Attorney. Approval of proposed settlement recommendations is subject to approval by the Board of Supervisors, as legislative body of the COUNTY.

12. Fees. The billing rate for all attorneys that provide services under this AGREEMENT shall be:

$683 per hour for Arthur Katz for the year ending August 31, 2009,

with a 4% increase (rounded to the nearest dollar) for subsequent years commencing each September 1, provided that LAW FIRM shall also provide invoices covering periods prior to the effective date of this AGREEMENT for services that may be reimbursable by Sprint Nextel Corporation ("Nextel") as related to the Project, and billing rates in those invoices for periods prior to September 1, 2008 shall be as have already been authorized by the COUNTY under the terms of the engagement under which they arose. Any rate increase not provided for in this AGREEMENT shall require an amendment to this AGREEMENT. The COUNTY acknowledges that it has been advised that in the event of any fee dispute, the COUNTY has the right (but not the obligation) to request arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System, or under applicable New York bar association procedures, and LAW FIRM agrees to participate fully in that process.

13. Expenses. The COUNTY shall reimburse LAW FIRM for their actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the LAW FIRM'S hourly rate.

Reimbursable ordinary expenses shall include, but not be limited to: (i) postage and express/overnight courier service; (ii) messenger service; (iii) document reproduction by outside vendor; and (iv) in-house document reproduction, provided, however, that if amount charged in any one month exceeds $500.00, prior approval of the COUNTY shall be obtained.

Reimbursable extraordinary expenses shall include charges for which LAW FIRM has obtained prior approval of the COUNTY. Such expenses shall include, but not be limited to: (i) consultants; (ii) air or other long-distance travel, including related expenses; (iii) investigative services and (iv) any expense item exceeding Five Hundred Dollars ($500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) administrative staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for time spent to provide necessary administrative information for the COUNTY audits or internal COUNTY billing inquiries; and (iii) charges for work performed which had not been authorized by the COUNTY, in

which event the COUNTY may refuse such work and the related charges, provided that work performed consistent with prior instructions, practices and course of conduct requested or accepted by the COUNTY shall be deemed to have been authorized unless and until the COUNTY instructs that work is to be performed differently.

14. Billings and Payments. LAW FIRM shall submit its billing statement monthly, but if no more than $2,000 of services have been delivered in the month, then LAW FIRM may submit its billing statement no less frequently than quarterly, in arrears, no later than the last day of the month following the month(s) for which services were rendered and described in the statement. The COUNTY accepts that because there are sometimes delays in the accrual of costs and disbursements, LAW FIRM may include accrued costs and disbursements related to services provided in a particular month in a subsequent billing statement. The original billing statement(s) and one copy shall be submitted to:

Matthew Frymire, Chief Information Officer
Riverside County Information Technology
4080 Lemon Street, 10th Floor
Riverside, CA 92501

or a .pdf file of such billing statement and any associated cover letter shall be sent to Mr. Frymire at his email address, MFrymire@riversidecountyit.org. Mr. Frymire may also designate in writing another person to receive these documents.

The original of each billing statement or accompanying cover letter shall be deemed to have been reviewed and determined to be accurate by LAW FIRM'S Supervising Attorney and shall be identified by a unique number and shall be itemized to include: (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) listing of each activity as a line item in a time reporting format acceptable to the COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed on the Project; and (iv) current period expenses and total cumulative expenses for the Project billed in itemized categories, including all invoices for disbursements paid to others. The COUNTY agrees that LAW FIRM'S historical form of invoice is generally acceptable, provided that to the extent that the COUNTY requires a declaration or cumulative fees and further expense information, such information shall be supplied in an accompanying cover letter to the related invoice(s).

It is the expectation of the COUNTY that it will not be billed for ordinary overhead expenses, including (i) ordinary word processing services; (ii) time to prepare and review billings for COUNTY audits or internal COUNTY billing inquiries; and (iii) travel within the locality in which LAW FIRM is based (other than ground transportation that is part of pre-authorized long-distance travel). Reimbursable charges would include (i) telephone calls; (ii) express mail or courier service when deemed necessary: (iii) fax charges; (iv) photocopy charges (within industry standards); and (v) travel expenses at prudent levels for travel to the southern California area, with prior authorization of the COUNTY. LAW FIRM shall generally follow then current travel policies notified to LAW FIRM that are applicable to the

COUNTY employees engaged in interstate travel. Generally, LAW FIRM shall not bill for travel time; however, the COUNTY agrees to cooperate in the planning and scheduling of meetings so that LAW FIRM'S attorneys may take advantage of overnight flights and similar means of avoiding business hours spent on uncompensated travel.

LAW FIRM shall have and maintain individual daily time entry backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and consistent with prevalent practices for comparable law firms. LAW FIRM shall make such documentation (which may be provided in electronic form) available to auditors upon request and at such reasonable times and locations as may be agreed to between the COUNTY and LAW FIRM.

The COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on the itemized billing statement(s) LAW FIRM submit to the COUNTY. The COUNTY shall review all billing statements in accordance with COUNTY policy and standards, and for purposes of Nextel payment in accordance with Exhibit A. The COUNTY shall make its best effort to process payments promptly after receiving LAW FIRM' monthly billing statement (including prompt delivery to Nextel of such reviewed invoices and any required acknowledgement forms in the case of fees and expenses reimbursable by Nextel). If full payment is not received within 60 days of the COUNTY's receipt of the statement, LAW FIRM reserves the right to assess a late charge at a per annum rate equal to 0.5% per month or part thereof (based upon the day of the month of the invoice). The purpose of the late charge is to assess on an equitable basis the added expenses incurred by LAW FIRM for overdue accounts.

15. Confidentiality. LAW FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, State and COUNTY laws, regulations, ordinances and directives relating to confidentiality, including applicable professional ethical obligations under the Code of Professional Responsibility. LAW FIRM shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

16. Communications with the COUNTY. LAW FIRM recognizes that its relationship with the COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege as defined under applicable law and professional ethical obligations, and that subject to such law and obligations, any information acquired during the term of this AGREEMENT from or through the COUNTY is confidential and privileged. LAW FIRM warrants that it shall not disclose or use in any manner whatsoever any of the information received from the COUNTY and its officers, employees and agents in connection with said relationships or proceedings LAW FIRM understands that the County Counsel is the empowered legal representative of the COUNTY and its officers and employees. LAW FIRM shall not without specific direction from the County Counsel communicate with or advise the COUNTY Board of Supervisors.

17. Insurance. LAW FIRM shall procure and maintain or cause to be maintained, at its sole cost and expense, errors and omissions (professional liability) insurance applicable to the services to be rendered under this AGREEMENT, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If LAW FIRM'S professional liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this AGREEMENT or the expiration or cancellation of the claims made insurance policy, LAW FIRM shall purchase at its sole expense either (1) an Extended Reporting Endorsement (also known as Tail Coverage); or (2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this AGREEMENT; or (3) demonstrate through Certificates of Insurance that LAW FIRM has maintained continuous coverage with the same or original insurer. Coverage provided under items; (1), (2) or (3) will continue for a period of five (5) years beyond the termination of this Agreement.. Additionally, LAW FIRM shall not dispatch to COUNTY premises to perform services under this Agreement any person who, if using vehicles or mobile equipment on COUNTY premises, does not maintain for himself/herself liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence (including applicable umbrella liability coverage. LAW FIRM currently carries professional liability insurance applicable to the services to be rendered under this AGREEMENT with a limit of liability of $2,000,000 per occurrence and $2,000,000 annual aggregate.

LAW FIRM shall either (i) maintain customary Commercial General Liability insurance coverage covering claims which may arise from or out of LAW FIRM'S performance of its obligations hereunder or (ii) if such a policy is not maintained, shall otherwise fulfill its obligations under this AGREEMENT but only send to COUNTY premises LAW FIRM personnel that are covered by customary personal liability (including umbrella coverage) insurance meeting the dollar coverage limits of this paragraph. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

LAW FIRM shall indemnify and hold the harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability constituting Damages arising out of third party claims based upon LAW FIRM'S services, to the extent that such Damages are proximately caused by the negligent act or omission or the willful or intentional misconduct of LAW FIRM in the course of providing services. "Damages" shall mean the Damages defined in and payable under the errors and omissions (professional liability) insurance policy referred to in the first paragraph of this Section 17 and in effect with respect to such liability. With respect to all claims of COUNTY for indemnification under this AGREEMENT, LAW FIRM shall be given full authority to assume control of the defense thereof through its own counsel (which may be counsel of its insurance company) at its expense and to compromise or settle any suits or claims, so far as this may be done without prejudice to the right of the County to the indemnification provided under this Section 17, and the County shall cooperate fully with LAW FIRM in the defense of such suit or claims and provide LAW FIRM such assistance as LAW FIRM may reasonably require in connection therewith, provided

that LAW FIRM shall pay the actual expenses of the County in providing such assistance to the extent that such expenses are within the scope of this indemnity. The County may in its discretion at (except as otherwise provided in the following paragraph) its own expense participate directly with its own law department staff or through its own counsel to consult with VENDOR in the defense of such suits or claims.

The COUNTY and other indemnified persons shall promptly provide LAW FIRM with written notice of any claim that the COUNTY believes falls within the scope of the indemnities provided under this AGREEMENT, provided that failure promptly to supply such notice shall not relieve LAW FIRM of its indemnification obligation except to the extent that such delay in notice materially prejudices the successful defense of the claim or the mitigation of damages associated with the claim. This provision shall survive termination or expiration of this AGREEMENT. The indemnified persons may, at their own respective expense, assist in such defense if they so chooses, provided that LAW FIRM (or LAW FIRM'S insurance company) shall (unless LAW FIRM (or such insurance company) fails promptly to exercise such control) control such defense and all negotiations relative to the settlement of any such claim. LAW FIRM shall also be responsible for the employment of its (and any insurance company's) counsel and for all expenses of defending such claims, and any employment by indemnified persons of separate counsel shall be at their own respective expense unless (i) the employment of such counsel has been specifically authorized in writing by LAW FIRM, or (ii) LAW FIRM (or its insurance company) has failed to assume the defense of any such claim and employ counsel for the indemnified person.

18. Understandings and Consent. The COUNTY understands and acknowledges that LAW FIRM cannot make and has not made any guarantees regarding the outcome of any matter.

19. Notices. All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or LAW FIRM at the addresses below, or at any other address the COUNTY or LAW FIRM shall provide in writing to each other:

If to the COUNTY:

Matthew Frymire, Chief Information Officer
Riverside County Information Technology
4080 Lemon Street, 10th Floor
Riverside, CA 92501

Mr. Frymire may also designate in writing another person to receive these documents.

If to LAW FIRM:

Katz Law Office, P.C.
1230 Avenue of the Americas, 7th Floor
New York, NY 10020-1517

Attn: Arthur S. Katz

20. Assignment. No part of this AGREEMENT or any right or obligation arising from it is assignable without the written consent of the COUNTY. Any attempt by LAW FIRM to assign or subcontract services relating to this AGREEMENT without the consent of the COUNTY shall constitute a material breach of this AGREEMENT. However, LAW FIRM may retain consultants and experts as LAW FIRM deems appropriate after receiving the written approval of the COUNTY.

21. Merger. The following exhibit is attached and incorporated as part of this AGREEMENT. The exhibit is titled as follows:

Exhibit A – Special Terms Related to Federally Mandated Frequency Reconfiguration

22. Complete Agreement. This AGREEMENT shall constitute the complete and exclusive statement of understanding between the COUNTY and LAW FIRM with respect to the Project and supersedes all previous written or oral agreements with respect to the Project, and all prior communications between the COUNTY and LAW FIRM relating to the engagement of LAW FIRM with respect to the Project. It does not apply to any other engagement(s) of LAW FIRM by the COUNTY. The undersigned hereby respectively acknowledge and agree that, acting for the COUNTY or LAW FIRM (as the case may be), he/she has reviewed and understands the terms of this AGREEMENT and, in the case of the COUNTY, further agrees and accepts the agreements and disclosures in this AGREEMENT (including Exhibit A hereto), including the disclosures regarding conflicts of interest, and the waiver of conflicts or potential conflicts of interest in past, present and future matters set forth in the AGREEMENT.

Date:_____ THE COUNTY OF RIVERSIDE

By:_____
Name:
Title:

Date: 4-1-09 KATZ LAW OFFICE, P.C.

By:_____
Name: Arthur S. Katz
Title: Principal

FORM APPROVED COUNTY COUNSEL
BY:_____ 4/3/09
NEAL R. KIPNIS DATE

Exhibit A
to AGREEMENT WITH KATZ LAW OFFICE, P.C.
FOR PROFESSIONAL SERVICES

Special Terms Related to Federally Mandated Frequency Reconfiguration

The purpose of this Exhibit A is to confirm the additional terms and conditions under which LAW FIRM will undertake to represent the COUNTY in connection with procurement by the COUNTY of public safety bandwidth and of related band reconfiguration services and equipment (the " Project") all pursuant and subject to the Federal Communications Commission ('FCC") Order (together with the related Memoranda, Opinions and Supplemental Orders issued from time to time, as well as any special related waivers that may be granted to the COUNTY, the "Order") governing the nationwide rebanding program under the Order that is administered by the FCC-appointed 800 MHz Transition Administrator LLC (the "TA"). Capitalized terms not defined in this Exhibit A are defined in the AGREEMENT of which this Exhibit A is a part.

LAW FIRM will not be responsible for matters being handled by other counsel or that the COUNTY is handling itself. If LAW FIRM'S representation of the COUNTY under the AGREEMENT is to be expanded beyond the scope of the AGREEMENT, that will be confirmed in advance by amendment of the AGREEMENT. LAW FIRM maintains no offices in California and currently offers to clients no lawyers licensed to practice in that jurisdiction. The COUNTY and LAW FIRM anticipate that minimal and possibly no work will require LAW FIRM to make professional staff physically present in California subsequent to the effective date of the AGREEMENT. LAW FIRM will not advise on matters of law other than the laws of the State of New York and certain federal communications law. As to California and other state and federal law, the COUNTY will rely on the Office of County Counsel or other outside counsel.

The scope of LAW FIRM'S services will generally be those legal services that are intended to address the COUNTY'S compliance contemplated under the Order, including with respect to any COUNTY action required or permitted by the Order in lieu of the typical 800 MHz "rebanding" contemplated under the Order. The COUNTY and LAW FIRM each contemplate that the cost of up to all fees and expenses for LAW FIRM under the AGREEMENT will ultimately be paid by Nextel in accordance with the Order. However, the scope of LAW FIRM'S work will be determined by the COUNTY in accordance with the AGREEMENT and not by Nextel, to which LAW FIRM shall accord no privileges of a client. The COUNTY may instruct LAW FIRM to act within the scope of the engagement whether or not it is assured that Nextel will ultimately pay the related fees and expenses. Subject to the foregoing, it is the COUNTY'S general intention to seek from LAW FIRM under this engagement services that are expected to be paid for by Nextel.

The scope of Project legal services to be performed by LAW FIRM may include:

- assisting the COUNTY in providing advice and representation in dealing with third parties (including but not limited to the FCC and the TA) in connection with the Project;
- advising the COUNTY regarding the FCC rules and procedures arising under the Order and governing the Project;

- assisting the COUNTY in the resolution of disagreements with Nextel, the TA, Motorola and other third parties related to proposed new frequencies, the obtaining of comparable facilities for relocated radio systems, or the completion of the Project;
- assisting the COUNTY in the presentation of planning and cost estimates for submission to the TA and Sprint Nextel;
- assisting the COUNTY in the negotiation, review and drafting of Project contracts, including the Planning Funding Agreement ("PFA") and Frequency Reconfiguration Agreement ("FRA") with Nextel and related documentation impacting the COUNTY;
- assisting the COUNTY in any required or elective mediation using the Transition Administrator over disputes with Sprint Nextel;
- reviewing and commenting on and negotiating related vendor proposals for services and equipment covered by the FRA; and
- assisting the COUNTY in communication with third parties on related matters and legal issues, including any Reconfiguration Planning Phase Agreement and Reconfiguration Implementation Phase Agreement between the COUNTY and Motorola, Inc. or other contractual arrangements in lieu thereof, provided that the COUNTY may elect to have any LAW FIRM services related to contractual arrangements that modify the PSEC Radio Project contract handled under a separate engagement if the COUNTY does not intend to seek Nextel payment of the related costs.

The TA has explained cost-bearing by Nextel as follows, and LAW FIRM and the COUNTY will cooperate in complying with the related procedures:

> *Nextel is generally responsible for the cost of relocating all affected 800 MHz incumbents to new spectrum with comparable technological and operational capabilities to those presently in use... All costs, including those related to planning activities, must be reasonable and well documented. Reasonable costs are those that are necessary to obtain facilities comparable to those presently in use. The TA foresees the following activities, among others, as allowable for 800 MHz reconfiguration (subject to determination of reasonableness and appropriate documentation): planning costs associated with 800 MHz system inventory work; legal fees associated with contract negotiations; engineering fees for system reconfiguration; costs incurred for frequency planning and replacement equipment, where necessary.... Additionally, licensees must certify that cost estimates are the "minimum necessary" to achieve comparability with its existing facilities. Upon review and approval of the licensee's cost estimate by Nextel and the TA, Nextel will initiate payment to cover these costs.... There is no predetermined "ceiling" on individual licensee reconfiguration costs. However, the TA will review all cost estimates submitted to ensure that they are reasonable, prudent, and directly related to obtaining comparable facilities as a result of the reconfiguration effort. The FCC has tasked the TA with reviewing proposed transactional costs (e.g., legal and engineering fees) that exceed two percent of the "hard" costs involved (e.g., equipment costs).*

LAW FIRM and the COUNTY will together reasonably cooperate to secure timely reimbursement to the COUNTY of or direct payment to LAW FIRM of the fees and expenses for which Nextel is responsible. To the extent that Nextel is not held responsible for funding the COUNTY'S legal fees and expenses that arise under the AGREEMENT, they will be payable by the COUNTY in accordance with the terms of the AGREEMENT. The scope of services to be

provided by LAW FIRM under the AGREEMENT will not include any advice on matters or interpretation of California law, for which the COUNTY has advised LAW FIRM that COUNTY has adequate other legal resources and, (ii) on Federal communications law licensing-related matters, which matters the COUNTY anticipates handling using COUNTY staff, other co-counsel or other licensing specialists approved by the COUNTY. Also excluded from the scope of LAW FIRM'S engagement responsibilities on the Project are services that--due to their nature (e.g., engineering and other technical work with respect to network design, radio equipment retuning and replacement)--are generally outside of the professional experience of lawyers. Such services relate to the Project will be provided by other professional service firms or the COUNTY.

As provided in the Code of Professional Responsibility, LAW FIRM'S representation of the COUNTY is as an entity and does not constitute representation of any of the COUNTY'S officials (elected or appointed), employees or other constituents of the COUNTY. LAW FIRM will not undertake representation of any such persons on this matter without first consulting with COUNTY, and no such representation is presently contemplated.

The determination of and handling of potential and actual conflicts of interest shall be handled as specified in the AGREEMENT and otherwise as may be separately agreed between the COUNTY and LAW FIRM.

The COUNTY acknowledges that any estimate for the fees and costs provided by LAW FIRM under the AGREEMENT and the preparation thereof are by their nature inexact, subject to inaccuracy, and based on a number of factors, as to which information may be materially incomplete, uncertain and constantly changing and therefore actual costs may vary substantially from estimates. The COUNTY further understands and acknowledges that an estimate that LAW FIRM believes is reasonable will nevertheless not be binding upon LAW FIRM, provided that LAW FIRM agrees to provide notice and seek authorization of charges in excess of estimates as provided in the AGREEMENT.

The COUNTY shall be responsible to reimburse LAW FIRM for all costs of collection of amounts due LAW FIRM, including but not limited to reasonable attorneys' fees and expenses, court costs and costs incurred relating to any alternative dispute resolution mechanism utilized in the collection of amounts due. As to fees and disbursement payable by Nextel, the COUNTY hereby confirms that it does not object to the same policy of responsibility applying to payments due to LAW FIRM hereunder for services provided by LAW FIRM to the COUNTY that are reimbursable to COUNTY or payable TO LAW FIRM directly by Nextel. If Nextel does not timely pay or reimburse LAW FIRM'S fees and expenses as contemplated by the FCC Order and TA procedures, the AGREEMENT or any other commercial arrangement agreed between COUNTY or LAW FIRM and Nextel, COUNTY agrees that LAW FIRM may hold responsible and pursue reimbursement against Nextel to achieve prompt and timely payment of billing statements.

A search of LAW FIRM'S conflicts database does not reveal any direct conflicts of interest with COUNTY in the context of the anticipated interested parties in the Project. While LAW FIRM has no direct conflicts presently with the COUNTY'S interests in connection with the Project, it is possible that should LAW FIRM be retained by another entity participating in the

FCC-Ordered rebanding, there might arise a competition between or mutual interest of the COUNTY and such other client for the same available radio frequencies. LAW FIRM considers this very unlikely, and in any event does not intend to and will not represent two clients with respect to pending FCC licensing applications if those applications involve competing interests for the same frequencies. Nevertheless, in light of the foregoing, LAW FIRM has sought to include this paragraph in the AGREEMENT in order to comply with any applicable ethical obligations, including (in the event they may be determined to apply) those set forth in Rule 3-310 of the Rules of Professional Conduct of the State Bar of California which prohibit the representation of conflicting interests, or interests with respect to which we may have obtained confidential information, without the informed written consent of the affected parties. Such consent to this paragraph and other statements regarding conflicts of interest in the AGREEMENT may be inferred by the COUNTY'S execution of the AGREEMENT.

In accordance with those obligations, LAW FIRM hereby notifies the COUNTY of these circumstances and requests that the COUNTY give its informed written consent to, and waiver of, any conflict or potential conflict of interest arising out of or connected with such FCC licensees in connection with the Project or similar representation by LAW FIRM of other FCC licensees, as described above. LAW FIRM agrees to act in accordance with its ethical responsibilities in the course of LAW FIRM'S representation related to the Project.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 347

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: 3/17/09

SUBJECT: Multi-year agreement between Davita, dba Renal Treatment Center and Riverside County Regional Medical Center (RCRMC).

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the multi-year agreement with Davita, dba Renal Treatment Center and RCRMC, for the period through June 30, 2014; and
2) Authorize the Chairman to execute the agreement; and
3) Direct the Clerk of the Board to retain one original and return two (2) original copies of the amendment to Riverside County Regional Medical Center - Contract Administration.

BACKGROUND: The California Department of Corrections and Rehabilitations' Title XV requires that all inmates have access to medical care. The Riverside County Regional Medical Center's Detention Health Services (DHS) utilizes Renal Treatment Center as the only area provider to provide renal dialysis services to inmates incarcerated in the five county jails. Inmates enter the jail system with chronic renal disease and therefore, require continuation of medical treatment during their period of incarceration.

(Continued)

DB: cm

Douglas D. Bagley, Hospital Director

Purchasing: Mark Seiler, Assistant Director

FORM APPROVED COUNTY COUNSEL BY TAWNY V. LIEU DATE 3/30/09 Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 234,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	0	Budget Adjustment:	No
	Annual Net County Cost:	0	For Fiscal Year:	08/09

SOURCE OF FUNDS: Hospital Enterprise Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

☒ Policy ☐ Consent — Dept'l Recomm.:

☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.:

District:

Agenda Number: 3.29

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND (cont.):
On other occasions, inmates are newly diagnosed after incarceration in the jails and require medical treatment and dialysis is initiated as life-saving measures.

PRICE REASONABLENESS:
This new agreement will provide for an all inclusive reduced rate for the Chronic Dialysis Treatments required as opposed to billed charges. Renal Treatment Center certifies that the prices offered are the lowest, or equal to those offered to customers in San Bernardino or Riverside Counties whose annual treatment volume is comparable to RCRMC, and/or offered to Federal, State, or Local Government contracts.

FINANCIAL IMPACT:
All costs for this Agreement will come from RCRMC Enterprise Funds.

The maximum annual cost of this agreement is in the amount of $312,000.
The current fiscal year cost is for nine months in the amount of $234,000.

This is a multi-year agreement, for a total of five years.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

AND

RENAL TREATMENT CENTERS – CALIFORNIA, INC.

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Medical Center, (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and Renal Treatment Centers - California, Inc., a DaVita Inc. subsidiary, doing business as RTC Riverside, hereinafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons/entities who are specially trained, experienced and competent to perform the services required; and

WHEREAS, the CONTRACTOR shall provide the services of Chronic Dialysis Treatment in accordance with generally recognized standards of care as outlined by federal, state and local applicable laws and regulations, as such may be amended from time to time; and

WHEREAS, Contractor has the expertise, special skills, knowledge and experience to perform the duties set out herein;

NOW THERFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 20 and Exhibit A attached hereto and incorporated herein.

1.0 DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY all Services as outlined and specified in Exhibit A, consisting of six (6) pages attached hereto and by reference incorporated herein. COUNTY is responsible for the following:

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a. Transporting and accompanying patient(s) to and from CONTRACTOR's facility;

b. Ensuring that COUNTY's staff accompanies patient(s) to CONTRACTOR's facility, to ensure that care is rendered safely and that patient(s) remain under care of COUNTY;

c. Ensuring that COUNTY's staff is present during the provision of Services in order to maintain custody and control of patients and ensure safety of CONTRACTOR's staff;

d. Cooperating with CONTRACTOR in the provision of Services to patients, including assisting CONTRACTOR's staff in the provision of dialysis services; and

e. Contacting CONTRACTOR to pre-schedule patient(s) for Service, as consistent with patient care needs.

2.0 TERM AND TERMINATION

2.1 TERM: This Agreement will be effective as of final execution through June 30, 2009, and automatically continue, on a year to year basis until June 30, 2014, unless terminated as otherwise provided herein.

2.2 TERMINATION: Either party may terminate this Agreement with cause upon 30 days written notice (if breach is not cured during such thirty-day period), or without cause upon 90 days written notice, served upon either party stating the effective date of termination.

2.3 POST TERMINATION: In the event of termination of this Agreement for any reason, COUNTY will provide a written guarantee of payment

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with a mutually agreed upon rate for services rendered after the effective termination date of the this Agreement.

3.0 COMPENSATION

3.1 In consideration of Services provided by Contractor pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment as specified in Exhibit A, consisting of six (6) pages attached hereto and by reference incorporated herein.

3.2 Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred and twelve thousand (312,000.00) dollars annually.

3.3 The COUNTY shall pay CONTRACTOR within thirty (30) working days of receipt of a claim for Services provided to an individual patient in accordance with a bill submitted to COUNTY by CONTRACTOR within 180 days following the date of the initial billed service, during a single course of treatment. If COUNTY believes that payments to CONTRACTOR were made incorrectly, COUNTY shall request return of such amounts from CONTRACTOR within one hundred, eighty (180) calendar days of the date of payment of any claim for Services. COUNTY shall request any recovery in writing and shall specify (1) the amount of recovery sought and (2) the justification for the recovery, including at a minimum the specific claim(s) at issue, claim identifier(s), patient name(s), patient identification, and date(s) of services ("Requests"). Such Requests shall be resolved in accordance with the procedures specified in the dispute resolution section of this Agreement. Any Requests shall be finalized within twelve (12) months after the date of service for the claim. In no event and under no circumstances shall COUNTY deduct, retract, or offset amounts it believes it has

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overpaid from payments otherwise due CONTRACTOR. Any such attempted deduction, retraction, or offset by COUNTY shall result in forfeiture of any discounted rate otherwise specified in this Agreement, and COUNTY shall then be required to pay CONTRACTOR's billed charges upon notice from CONTRACTOR of such unauthorized deduction.

3.4 CONTRACTOR certifies that the prices offered are in the same range as the prices offered for other prison services contracts in San Bernardino or Riverside Counties whose annual treatment volume is comparable to Riverside County Regional Medical Center In the event that CONTRACTOR shall agree to provide prison services within those counties under a prison services contract where the annual treatment volume is comparable to Riverside County Regional Medical Center's volume at lower rates, it shall, effective on the first (1^{st}) day of the next month, notify the COUNTY and initiate rate discussions with the COUNTY accordingly.

3.5 County shall be responsible for notifying Contractor of any third party insurance coverage for patients. When County is the primary payer (i.e. patient does not have any active third party insurance coverage for the applicable date(s) of service), County agrees to pay Contractor in accordance with this Agreement.

3.6 When patient has active third party insurance coverage for the applicable date(s) of service, Contractor agrees to bill such third party. If the amount paid by the third party insurance coverage is less than the amount due to Contractor under this Agreement, then County shall be responsible for paying

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Contractor the difference between the third party's payments and the total compensation due Contractor under this Agreement. In addition, CONTRACTOR agrees COUNTY will only be held responsible for any applicable coinsurance, deductible and/or copayments if the Patient has Medicare and/or Medi-Cal third party insurance coverage as his/her primary insurance.

4.0 HOLD HARMLESS/INDEMNIFICATION

4.1 CONTRACTOR shall indemnify and hold harmless Riverside County Regional Medical Center, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "Riverside County Regional Medical Center's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and CONTRACTOR shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Riverside County Regional Medical Center's Indemnified Parties in any claim or action based upon such liability.

Riverside County Regional Medical Center shall indemnify and hold harmless the CONTRACTOR, its officers, employees, subcontractors, agents or representatives (the "CONTRACTOR'S Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Riverside County Regional Medical Center, its Agencies, Districts, Special Districts and Departments, their

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respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives including, without limitation, those arising out of or in any way relating to this Agreement and Riverside County Regional Medical Center shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the CONTRACTOR'S Indemnified Parties in any claim or action based upon such liability. With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice. The indemnifying party shall have the right to adjust, settle, or compromise any such action or claim upon the prior consent of the indemnified party, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein. Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

5.0 INSURANCE

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5.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

5.2 WORKERS' COMPENSATION:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

5.3 COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than **$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

5.4 VEHICLE LIABILITY:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply

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separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

5.5 PROFESSIONAL LIABILITY INSURANCE:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than **$1,000,000** per occurrence and **$2,000,000** annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

A. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less

than A: VIII (A:8) unless such requirements are waived by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

B. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $1,000,000 per occurrence such deductibles and/or

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retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement.

C. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance as required in this Section.***

D. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

E. The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of Services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

F. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

G. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

6.0 AVAILABILITY OF FUNDING

It is mutually agreed and understood that the obligation of the COUNTY to pay fees is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force in effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement in accordance with Exhibit A, Payment Provisions for Services provided prior to the effective termination date. Compensation is based upon completion of Services provided.

7.0 RECORDS AND DOCUMENTS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the billed charges of the Services provided by CONTRACTOR. CONTRACTOR shall maintain all such books and records for at least five (5) years from the termination of this Agreement.

7.1 CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be requested by COUNTY.

8.0 MONITORING

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CONTRACTOR'S

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performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

9.0 CONFIDENTIALITY

CONTRACTOR agrees to protect from unauthorized disclosure names and other identifying information concerning either persons receiving Services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of Services performed under this Agreement, except statistical information not identifying any such person.

9.1 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement, as authorized by the client or client's representative, or as required by law, any such identifying information to anyone other than authorized COUNTY without prior written authorization from the COUNTY.

9.2 For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph.

9.3 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

10.0 POLICY AND PROCEDURE

CONTRACTOR hereby agrees that, where applicable, Services provided hereunder will be performed in harmony with COUNTY policy and

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procedure. CONTRACTOR shall comply with all requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) relative to this Agreement and shall maintain compliance with applicable JCAHO requirements during the term of this Agreement.

11.0 LICENSE

CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the Services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

11.1 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing Services under the terms of this Agreement are in compliance with all relevant licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

11.2 COPY REQUIRED. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration.

11.3 Further, CONTRACTOR hereby agrees to abide by the standards of medical practice of the profession when performing Services hereunder.

12.0 NONDISCRIMINATION AND ELIGIBILITY

The CONTRACTOR shall not discriminate in the provision of Services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin,

sexual preference, sex, age (over 40), marital status, medical attention, or physical or mental handicap, and shall comply with all other requirements of law

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regarding non discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

12.1 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include but at not limited to the following:

A. Denying an eligible person or providing to an eligible person any Services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

B. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service, except when necessary for infection control.

C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.

D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of Services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

13.0 CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall nor acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of Services required under this Agreement.

14.0 ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral

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understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

14.1 Only the County Board of Supervisors or County Purchasing Agent may authorize the alteration or revision of this Agreement. The parties expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

15.0 ASSIGNMENT

CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY, except that CONTRACTOR may assign its rights and delegate its obligations hereunder to any affiliate of CONTRACTOR. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization,, CONTRACTOR'S ownership of other business dealing with CONTRACTOR under this Agreement, or fFiling of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

16.0 ADMINISTRATION

The County of Riverside Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing department is to serve as its liaison with CONTRACTOR in connection with this agreement.

17.0 WAIVER

Any waiver by either party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of a

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party to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping such party from enforcement hereof.

18.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19.0 INDEPENDENT CONTRACTOR

The CONTRACTOR is, for purposes arising out of this contract, an Independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

19.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the Services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

20.0 SUBCONTRACT FOR WORK OR SERVICES

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No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or Services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned for Services there under, or for parties named in the proposal and agreed to under any resulting contract.

21.0 INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

22.0 CONDUCT OF CONTRACTOR

22.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

22.2 The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

22.3 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals;

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anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in advance of official announcement.

22.4 The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to COUNTY employees.

23.0 DISALLOWANCE

In the event the CONTRACTOR receives payment for Services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request.

24.0 RIGHT TO AQUIRE EQUIPMENT AND SERVICES

Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

25.0 FORCE MAJEURE

25.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply for so long as such causes shall endure.

25.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply for so long as such causes shall endure.

26.0 EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment

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Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the County of Riverside within 10 days of notification of award of contract when required by the EDD.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

27.0 ENTIRE AGREEMENT

This Agreement, including any Statement(s) of Work entered into pursuant to it and all Exhibits attached hereto, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

28.0 CAPTIONS AND PARAGRAPH HEADINGS

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Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

29.0 NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested:

"CONTRACTOR"	"COUNTY"
Renal Treatment Centers - California, Inc.	Riverside County Regional Medical Ctr
c/o DaVita, Inc.	26520 Cactus Ave.
601 Hawaii Street	Moreno Valley, CA 92555
El Segundo, CA 90245	

30.0 CONFIDENTIALITY. As a result of this Agreement, each Party may have access to certain of the other Party's confidential and proprietary information, including but not limited to this Agreement. Neither Party will disclose to a patient, other health care providers, or any other third parties any of the following information (except as required by an agency of the government), whether contained in this Agreement or discussed during negotiations:

(a) any proprietary business information, not available to the general public, obtained by one Party from the other Party; or

(b) any reimbursement amounts provided for under this Agreement; or

(c) any other material terms, rights or obligations under this Agreement.

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This section regarding confidentiality does not preclude the disclosure of information to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either Party. Prior to making such disclosure, the disclosing Party shall provide prior written notice to the other Party and obtain that Party's approval, which shall not be unreasonably withheld. This confidentiality provision survives the expiration or termination of this Agreement, and either Party may seek injunctive relief or specific performance in order to enforce its terms, as well as seeking any other remedy to which the Party is entitled by law.

31.0 USE OF NAME. *Any use of CONTRACTOR's name, trademark, or service mark by COUNTY will be made solely upon prior written approval by CONTRACTOR.*

Or to such other address(es) as the parties may hereafter designate:

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR	**COUNTY**
By: _____	By: _____
Robert Badal	***Jeff Stone***
Type or Print Name	***Chairman, Board of Supervisors***
Date: March 10, 2009	Date: _____

FORM APPROVED COUNTY COUNSEL
BY: _____ 4/14/09
TAWNY X. LIEU DATE

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EXHIBIT A

RENAL TREATMENT CENTERS – CALIFORNIA, INC.

Compensation shall be paid to CONTRACTOR by COUNTY pursuant solely to the terms of the Agreement and shall not include any discounts or decreases to such compensation in any manner by COUNTY (including but not limited to discounts related to changes in payment policies and/or provider manuals, or discounts related to any other contractual relationships of COUNTY.)

COUNTY acknowledges that all decisions regarding the provision and administration of specific medically necessary services, supplies, and pharmaceuticals shall be made solely by the Prisoner's treating physician. Such decisions include, but are not limited to, the modality to be used, frequency and/or length of treatment, and choice of pharmaceuticals necessary in connection with the furnishing of treatment. The Prisoner's treating physician shall make such decisions based on the treating physician's clinical judgment that a service or procedure is medically necessary in accordance with medical ethics governing the physician.

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All services (including pharmaceuticals) provided by CONTRACTOR shall be billed with the then current, nationally recognized CPT/HCPC codes for such service(s). The codes listed in this Exhibit are current codes for dialysis treatment(s) as of the effective date of this Exhibit; new codes shall be utilized by CONTRACTOR as implemented, in accordance with industry standards, but claims utilizing the codes specified here shall nevertheless still be considered clean claims for purposes of this Agreement.

Chronic Dialysis Treatment	Agreement Rate	CPT	Revenue Code
Hemodialysis In-center	$400	90999	821
Ultrafiltration	$400	90999	881
CAPD Supplement Day	$400	90945	841
CCPD Supplement Day	$400	90945	851

The rates set forth above are all-inclusive and represent payment for the provision of all services to Prisoners that are generally provided as part of each specified dialysis modality, as determined by CONTRACTOR, including:

- **all routine and non-routine ESRD pharmaceuticals and administration,**

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- **all routine and non-routine ESRD laboratory tests performed by Total Renal Laboratories, Inc. and/or DVA Laboratory Services, Inc.,**
- **15 PD training treatment sessions, and**
- **12 PD monthly visit/support services visits**

Additional training treatment sessions and additional monthly visit/support services shall be reimbursed at:

Chronic Dialysis Treatment	Agreement Rate	CPT	Revenue Code
CAPD Training Treatment	$412	90993	841
CAPD Monthly Visit/Support Services	$288	90999	845
CCPD Training Treatment	$420	90993	851
CCPD Monthly Visit/Support Services	$288	90999	855

Additional services not generally provided as part of each specified dialysis modality and any modalities not listed above may be billed separately by CONTRACTOR and shall be reimbursed by COUNTY at 65% of CONTRACTOR's billed charges.

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Any injectable or administered drug prescribed by a physician or other professional authorized under state law will be furnished to a Prisoner by CONTRACTOR in connection with the provision of end-stage renal disease services. CONTRACTOR shall provide anemia management pharmaceuticals (including but not limited to Epogen and Epogen equivalents) and/or services to Prisoners as ordered for Prisoners by prescribing physicians or other authorize professionals, and shall not be required to procure an authorization or pre-approval for provision of such pharmaceuticals or services. Prisoners shall not bring (or be required to bring) pharmaceuticals into CONTRACTOR, as CONTRACTOR shall furnish all dialysis-related administered or injectable pharmaceuticals to Prisoners. CONTRACTOR has sole discretion to make decisions regarding the supplier for, and procurement of, pharmaceuticals provided to Prisoners in conjunction with the provision of dialysis services.

Total Renal Laboratories, Inc. and/or DVA Laboratory Services, Inc. will provide laboratory tests for Prisoners for whom CONTRACTOR provides services under this Agreement, excluding STAT laboratory tests. Laboratory tests that (i) are excluded from the Chronic Dialysis Treatment rates, (ii) are performed on an immediate "STAT" basis, (iii) performed by independent laboratories contracted with CONTRACTOR, and (iv) have a diagnostic code other than 585 (ESRD), shall be billed directly to COUNTY by an independent laboratory to whom CONTRACTOR sends such laboratory tests. In addition, certain laboratory tests that are performed by a contracted reference laboratory with a modifier (90)

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following the five digit CPT code shall also be billed by Total Renal Laboratories and/or DVA Laboratory Services, Inc. The reimbursement for said tests shall be the billed amount, i.e., the same amount Total Renal Laboratories and/or DVA Laboratory Services, Inc. must pay for the tests.

SERVICES EXCLUDED FROM AGREEMENT:

A. Treatment/Services received outside of a CONTRACTOR facility (except for CAPD and CCPD, to be reimbursed at the per treatment/session rates listed above).

B. All Physician Professional Services.

C. Vascular Access Services.

D. Apheresis.

E. Nocturnal hemodialysis and home hemodialysis.

F. Services CONTRACTOR is not authorized to provide.

G. Laboratory services that are provided on a STAT basis.

NEW TECHNOLOGY AND COST INCREASES

For purposes of this Agreement, New Technology is defined as a service, medicine, procedure, device, test, or other item that, as of the effective date of this Agreement (i) is not performed by CONTRACTOR, or (ii) for which there is no CPT or other relevant code defined. New Technology does not include a new code that is assigned as a change to an existing service, medicine, procedure, device, test, or other item. In the event the Centers for Medicare and Medicaid Services ("CMS") approves the use of a new

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technology, medication or service that is also considered a covered service by CONTRACTOR and COUNTY, CONTRACTOR shall administer and reimbursement will be set at 65% of CONTRACTOR's billed charges.

If the price to CONTRACTOR of any item furnished by CONTRACTOR to Prisoners in accordance with this Agreement (including but not limited to pharmaceuticals) increases by more than 7%, the compensation rate in the table above that includes such item shall automatically be increased by the same amount of the increase in price, upon notice to COUNTY from CONTRACTOR.

RATE ADJUSTMENT

On the annual anniversary date of each year following the Effective Date of this Agreement, the compensation rates provided in the table above shall increase automatically by 7%.

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

304

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: 3/27/09

SUBJECT: Acceptance of Grant Award from California Healthcare Foundation (CHCF) to support up-front costs associated with joining and implementing California Hospital Assessment and Reporting Taskforce Project (CHART)

RECOMMENDED MOTION: That the Board of Supervisors:

1) Authorize the Chairperson to accept, on behalf of the Board, a $70,000.00 grant award from CHCF; and
2) Authorize the Chairperson to execute the Grant Agreement with CHCF; and
3) Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND:

California hospitals and health plans have combined to implement the California Hospital Assessment and Reporting Task Force (the CHART Project), the goal of which is to collect uniform data and report about the performance of California hospitals through a publicly disseminated report card describing each individual hospital's performance as compared to appropriate benchmarks.

DB: cm

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: DIANA GARCIA-BOCANEGRA
Departmental Concurrence 4/8/09

FORM APPROVED COUNTY COUNSEL
BY: TAMMY V. LIEU DATE 3/31/09

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 50,000.	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	0	Budget Adjustment:	YES
	Annual Net County Cost:	0	For Fiscal Year:	08/09

SOURCE OF FUNDS: California Healthcare Foundation Grant Funding

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

Debra Cournoyer

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent

Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.:	District:	Agenda Number:
		3.30

SUBJECT: Acceptance of Grant Award from California Healthcare Foundation (CHCF) to support up-front costs associated with joining and implementing California Hospital Assessment and Reporting Taskforce Project (CHART)

BACKGROUND (cont.):
RCRMC is committed to quality, patient safety, outstanding customer service and transparency of national measures that make comparative data available to the public hospital quality data to the public through CMS, The Joint Commission, and OSHPD programs. RCRMC would like to expand the hospital's commitment to transparency by joining CHART to provide additional hospital quality information to our communities. This request is to approve the Grant Agreement and accept the Grant Award from CHCF to support the implementation costs associated with joining CHART.

FINANCIAL IMPACT:

FYE 08/09 is in the amount of $50,000.

FYE 09/10 is in the amount of $20,000.

Total Grant funding in the amount of $70,000

Schedule A

Increase Estimated Revenues:

Fund	Dept ID	Account	Description	Dollar Amount
40050	4300100000	781850	Grants-Nongovtl Agencies	$ 50,000.00

Increase Estimated Expenses

Fund	Dept ID	Account	Description	Dollar Amount
40050	4300100000	523220	Licenses And Permits	$ 9,500.00
40050	4300100000	527840	Training-Education/Tuition	$ 12,000.00
40050	4300100000	510040	Regular Salary	$ 25,000.00
40050	4300100000	523100	Memberships	$ 3,500.00
				$ 50,000.00

CALIFORNIA HEALTHCARE FOUNDATION

GRANT AGREEMENT AND CONDITIONS

This grant from the California HealthCare Foundation (CHCF), a California nonprofit public benefit corporation, is for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will be effective when signed by a properly authorized representative of your organization and returned to CHCF.

Grant Number: **08-1874**

Grantee: **Riverside County Regional Medical Center**

Award Amount: **$70,000**

Period of Grant: **March 1, 2009 through May 1, 2010**

Project:	**CHART Implementation Support**		
Project Director:	**Ms. Lynda Wills**		
Phone:	**(951) 486-4684**	**Fax:**	**(951) 486-4675**

Purpose:

To support participation of public hospitals in the California Hospital Assessment and Reporting Taskforce project.

CHCF Staff Assigned to this Grant: Maribeth Shannon, Director Market and Policy Monitor Program

1438 Webster Street, Suite 400
Oakland, California 94612
T. 510.238.1040 F. 510.238.1388
WWW.CHCF.ORG

Report Schedule:*

Date Due	Type of Report
March 1, 2009	Signed Agreement
May 30, 2009	Finalize Business Associate Agreement with UCSF
November 1, 2009	Publicly reported measures on CalHospitalCompare.org
February 1, 2010	Publicly reported measures on CalHospitalCompare.org
May 1, 2010	Publicly reported measures on CalHospitalCompare.org and budget proposal for remaining funding
June 10, 2010	Final Financial Report for the period March 1, 2009 through May 1, 2010

* It is the Grantee's responsibility to submit deliverables and reports on time and to alert CHCF if problems arise that impact the grant reporting schedule.

All financial reporting must be submitted on CHCF Financial Report Forms, which can be downloaded from our Web site www.chcf.org under *Grants and RFPs, Grantee Resources.* For manuscripts or other reports for potential publication, please use CHCF's Report Guidelines and Stylesheet, which can also be downloaded from this same section of our Web site.

Payment Schedule:

$50,000	Within 30 days of receipt of fully-executed grant agreement,
$10,000	Within 30 days of completion of 3 quarters of data publicly reports on CalHospitalCompare.org and budget proposal for remaining funding due by May 1, 2010
$10,000	Within 30 days of receipt and approval of the final financial report due by June 10, 2010

Objectives/Scope of Work:

The objective of this project is to publicly report quality improvement measures through the California Hospital Assessment and Reporting Taskforce (CHART) project to allow for display on CalHospitalCompare.org. The grantee agrees to:

- Active and timely participation in the CHART project including collection of all needed measures;
- Continued participation in CHART throughout 2009 and 2010.

Evaluation:

UCSF, as the administrator for the CHART program, will certify that the hospital has met all participation requirements.

Special Conditions: None.

Type of Organization* (Check one)

_____ **Private Foundation**

_____ **501(c)3 organization**

_____ **Other nonprofit organization** **TYPE: 501(c)** _____

Documentation Required

GRANT CONDITIONS

1. Political Activities

Grant funds may not be used for any of the following purposes: to carry out propaganda, or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on directly or indirectly any voter registration drive; to make any grants that do not comply with the rules for individual grants and organizational grants in Section 4945 of the Internal Revenue Code; or to undertake any activity for a non-charitable purpose.

2. IRS Determination

A copy of the determination letter from the Internal Revenue Service should be submitted to CHCF as an attachment to this Agreement. *(Public agencies are exempt from this requirement.)*

3. Reporting

For Reports that may be required as a condition of this grant (see "Report Schedule" on page 2 of this agreement for the specific requirements of this grant), the Grantee should follow CHCF's guidelines and forms available on its Web site (www.chcf.org/grantinfo/grantees). These reports include Interim and Final Financial Reports, Progress Reports (narrative), Final Narrative Reports, and reports and manuscripts for potential CHCF publication. If the Grantee is unable to download these guidelines and forms, the Grantee may contact the CHCF staff assigned to this grant and request for these materials to be mailed.

4. Expenditure of Funds

This grant is to be used in accordance with the Grantee's approved program and budget. Permission to make any major changes in program objectives, implementation strategy, key personnel, timetable, or in the approved budget (line items added or deleted or transfers among line items, amounting to $1,000 or 10 percent of the approved line item amount, whichever is larger), must be requested in writing, and CHCF's approval obtained before such changes are implemented.

Grantees are encouraged to deposit grant funds in insured interest bearing accounts. Interest funds accrued during the course of the grant may be used to benefit project activities with prior approval of CHCF staff assigned to the project. Any funds (including interest accrued) not expended or committed for the purposes of the grant within the grant period (or any authorized extension of the grant period) must be returned to CHCF within 60 days of the close of the grant.

5. Payments

All payments under this grant will be made in accordance with the specific requirements described under the "Payment Schedule." Payments contingent on progress reports listed under the "Report Schedule" will be issued within thirty (30) days of receipt and approval of the reports. Reference: page 2 of this agreement.

6. Financial Records

The Grantee is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times if deemed necessary by CHCF. CHCF, at its expense, will periodically audit a selected number of its grants. If your grant is selected, you will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the grant.

7. Acknowledgment and Publicity

CHCF may periodically issue a general press release announcing grant awards. If the Grantee wishes to issue a press release regarding this grant, CHCF requires review and final sign-off of the text by its Publishing and Communications Department.

Any publication produced by the grantee that refers or results from this grant should include an acknowledgment of CHCF that reads: *Supported by a grant from the California HealthCare Foundation, based in Oakland, California.*

8. Grant Termination

CHCF, at its sole option, may terminate the grant at any time if, in CHCF's judgment, the grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of

accomplishing the purposes of the grant, or fails to comply with any of the conditions of the grant award.

9. Limitation

It is expressly understood that CHCF has no obligation to provide other or additional support for this or any other project or purposes.

Acceptance of Terms and Conditions. This document is to be signed by an official authorized to sign for your organization and by the project director,* signifying that your organization agrees to comply with all the terms and conditions of the grant specified above. If the project director is authorized to sign for the institution, the same person may sign in both capacities.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified:

For: _____
Grantee Institution

By: _____	_____
Signature of Authorized Official	Signature of Project Director
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

*The project director is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project.

Please return a signed copy of this document to:

Sari Weis, Program Assistant
California HealthCare Foundation
1438 Webster Street, Suite 400
Oakland, CA 94612

323

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 03/12/09

SUBJECT: Approval of the State Department of Justice (DOJ) as a Single Source Vendor For Laboratory Alcohol and Drug Analysis

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Chairperson to execute an Agreement with State DOJ for its provision of laboratory alcohol and drug analysis, for the uniform fee of $35 per subject tested, through July 1, 2013, without securing competitive bids, in accordance with Ordinance 459.4.

BACKGROUND: Based on **state-mandated price reasonableness,** both the Board, County Purchasing and the Sheriff's Department have agreed to utilize DOJ for laboratory analysis to determine the presence of alcohol in blood and urine samples obtained pursuant to traffic stops that the California Highway Patrol (CHP) made in the County. As part of the same service, DOJ provides breath alcohol testing equipment and equipment maintenance. DOJ also trains certified breath test operators to establish and maintain operator proficiency as required by Title 17, California Code of Regulations. Dating to before 2000, the Sheriff's Department has paid $35 per subject tested. The proposed Agreement continues with that fee amount through July 1, 2013.

BR 09-079

Will Taylor for
Stan L. Sniff Jr., Sheriff-Coroner-PA

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 3-25-09
SYNTHIA M. GUNZEL DATE Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$150,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$0	Budget Adjustment:	No
	Annual Net County Cost:	$0	For Fiscal Year:	FY 2008-09

SOURCE OF FUNDS: DUI Fines

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY:
Steve P. Schubert

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 7/29/03 3.54 | **District: All** | **Agenda Number:** 3.31

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The Sheriff's estimated FY 2008-09 expense for this service is $150,000. Per State Penal Code Section 1463.14, the County is authorized to deposit $50 from fines collected for each DUI conviction to a special account to pay for alcohol testing. The Sheriff's Department is able to recover all its testing costs with annual account allocations administered by the County District Attorney.

Price Reasonableness

The processing fee is set by the State and is charged uniformly to all law enforcement agencies.

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
08-076-01
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

AGENCY'S NAME

COUNTY OF RIVERSIDE

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is: July 1, 2008 through July 1, 2013

3. The maximum amount of this Agreement is: $150,000 annually

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	page 2
Exhibit B – Budget Detail and Payment Provisions	pages 3 & 4
Exhibit C* – General Terms and Conditions	page 5
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement)	pages 6 & 7
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page 8

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language *(GTC 307)*

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4-9-08
SYNTHIA M. GUNZEL DATE

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CALIFORNIA DEPARTMENT OF JUSTICE

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: NOV 20 2008

PRINTED NAME AND TITLE OF PERSON SIGNING
DEBORAH MERRILL, CHIEF, Accounting Office

ADDRESS
1300 I Street
Sacramento, CA 95814

AGENCY

AGENCY NAME
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*:

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

[ ] Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Department of Justice (DOJ) agrees to provide to the Agency as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol analysis services for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from July 1, 2008 until July 1, 2013, or until (1) written notice is received stating this agreement is cancelled; and (2) the Agency discontinues requesting the services. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

3. The project representatives during the term of this Agreement will be:

	AGENCY	CONTRACTOR
Name:	Bob Meyers	Alcohol Billing Coordinator
Phone:	(951) 955-2722	(916) 227-3791
Email:	bmeyers@riversidesheriff.org	alcohol.billing@doj.ca.gov
Fax:	(951) 955-2171	(916) 227-3619

Direct all inquiries to:

	AGENCY	CONTRACTOR
Agency:	Riverside County Sheriff	Department of Justice
Section/Unit:	Contracts and Grants	BFS/DUI/EPAS Program
Attention:	Bob Meyers, Admin. Manager II	Alcohol Billing Coordinator
Address:	P.O. Box 512	4949 Broadway, Rm. F104
City/State/Zip:	Riverside, CA 92502	Sacramento, CA 95820
Phone:	(951) 955-2722	(916) 227-3791
Email:	bmeyers@riversidesheriff.org	alcohol.billing@doj.ca.gov
Fax:	(951) 955-2171	(916) 227-3619

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with Exhibit B, which by this reference, is hereby incorporated into this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the County of Riverside agrees to pay for the following services:

- Analysis of blood, breath, and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee set forth below;

- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);

- Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ;

- Administrative and logistical support of field breath alcohol tests utilizing the breath instrument including all associated accessories and supplies;

- Provide and maintain breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;

- Consultation and expert testimony on the technical aspects of all analysis performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ; and

- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.

All of the foregoing services, where necessary, shall be provided by DOJ to the County of Riverside for an all-inclusive uniform fee of $35.00 per subject tested. This contract shall apply to all subjects arrested within the County of Riverside, excluding subjects arrested in those areas specified in Exhibit E, for violation of 23152 CVC, 23153 CVC, 23103 CVC, and 23104 CVC. These violations are associated with penalty assessments for laboratory analysis services as specified in the California Penal Code, section 1463.14.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted and total amount due to:

Riverside County Sheriff's Department
P.O. Box 512
Riverside, CA 92502

Payments shall be submitted to:

Department of Justice
Accounting Services
P. O. Box 944255
Sacramento, CA 94244-2550

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: *The General Terms and Conditions will be included in the Agreement* by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the date and number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A of this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ shall no longer perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination, which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ. When the accuracy of a reported stop location is in question, the Agency shall obtain the correct location of arrest from the arresting agency.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Exclusions:

The County of Riverside shall not be responsible for arrests made within the following incorporated areas:

1. City of Banning
2. City of Beaumont
3. City of Blythe
4. City of Calimesa
5. City of Canyon Lake
6. City of Cathedral City
7. City of Coachella
8. City of Corona
9. City of Desert Hot Springs
10. City of Hemet
11. City of Indian Wells
12. City of Indio
13. City of La Quinta
14. City of Lake Elsinore
15. City of Moreno Valley
16. City of Murrieta
17. City of Norco
18. City of Palm Desert
19. City of Palm Springs
20. City of Perris
21. City of Rancho Mirage
22. City of Riverside
23. City of San Jacinto
24. City of Temecula
25. Mt. San Jacinto Community College Campus
26. Riverside Community College Campus
27. University of California, Riverside Campus
28. March Air Force Base

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3.14A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Mountain View Road Guard Rail Project, in the Desert Hot Springs area.

RECOMMENDED MOTION: That the Board accept the low bid of Trinity Construction of Blue Jay, CA in the amount of $86,440. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated December 23, 2008 (agenda item 3.38) the Board authorized the Clerk of the Board to advertise for the Installation of metal beam guard railing, asphalt concrete dike and associated improvements on Mountain View Road in the Desert Hot Springs area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, January 14, 2009. Three bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest and best total bid was submitted by Trinity Construction of Blue Jay, CA in the amount of $86,440.

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 86,440	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2008/2009

SOURCE OF FUNDS: Highway Safety Improvement Program [HSIP] (55%), Proposition 111 [Gas Tax] (9%), Measure A-Coachella Valley (36%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 4/7/09
Departmental Concurrence

☒ Policy ☐ Consent — Dep't Recomm.:
☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref. 12/23/08, Item 3.38 | **District:** 5 | **Agenda Number:** 3.32

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

The total bid price, submitted by Trinity Construction, is 13.6% less than the Engineer's Estimate. The project is expected to be completed within the existing budget as shown on the Attachment A.

The project will improve roadway safety within the project limits by providing a metal beam guard rail which is a warranted improvement.

The contractor is qualified.

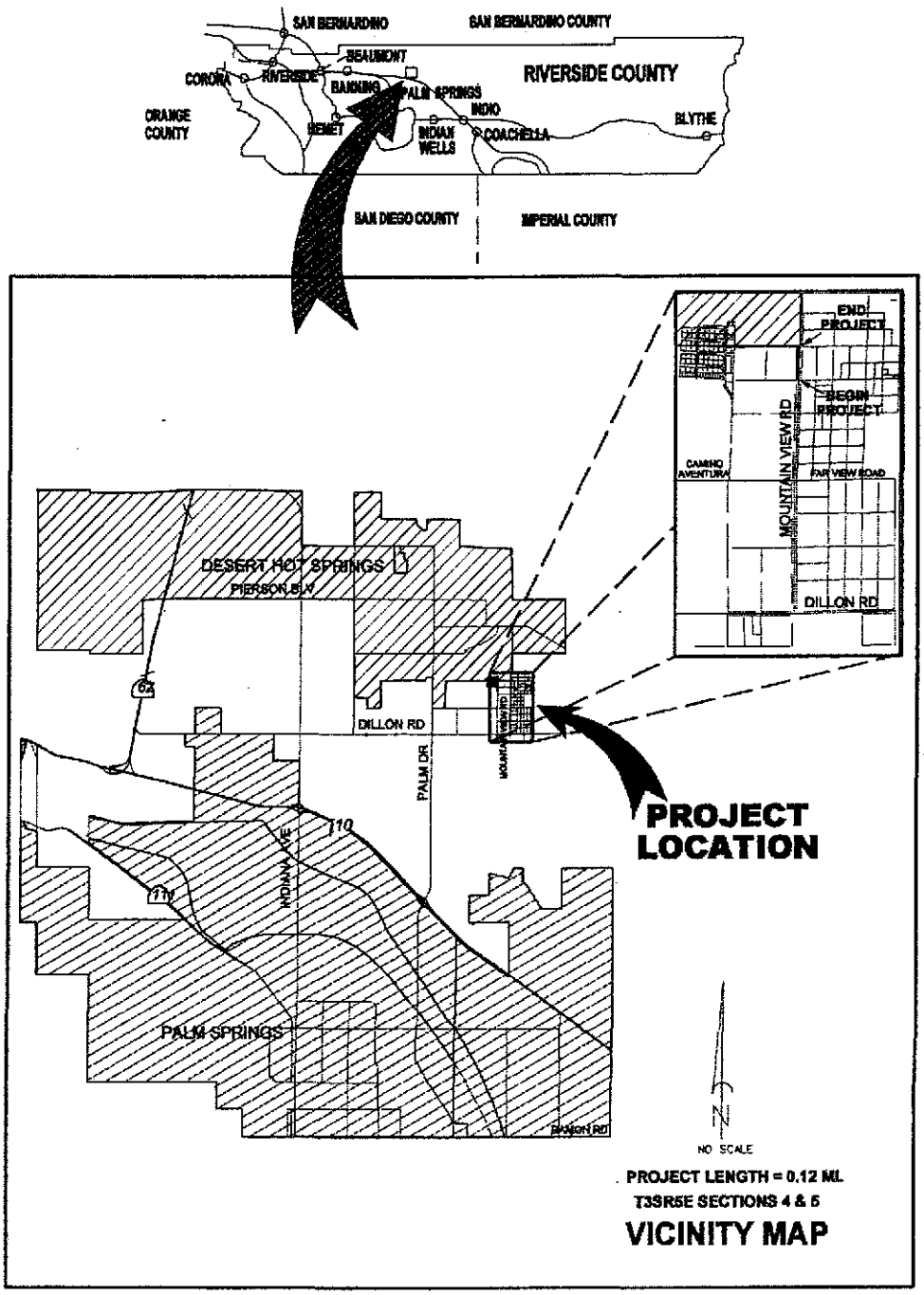
The Contractor has executed the contract and has provided bonds and documents which meet the requirements of the contract.

Project No. B7-0768, HSIPL-5956 (174)

COUNTY OF RIVERSIDE

MOUNTAIN VIEW ROAD

INSTALLATION OF METAL BEAM GUARD RAILING AND AC DIKE



Attachment "A"

Riverside County Transportation Department

Project: **MOUNTAIN VIEW ROAD (Installation of Metal Beam Guard Railing and AC Dike)**

Project No.(s): **B7-0768** Expenses as of: 3/6/09

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey		0	0	0	0
Environmental		37,327	500	37,827	25,000
Design		28,423	1,500	29,923	42,000
Right-of-way		0	0	0	0
Utilities		709	400	1,109	3,000
Construction		0	86,440	86,440	121,000
Construction Contingency	10.0%	0	8,644	8,644	0
Construction Engineering & Inspection	10.0%	0	8,644	8,644	21,000
Construction Survey	5.0%	0	4,322	4,322	6,000
		0	0	0	0
	Totals:	**66,459**	**110,450**	**176,909**	**218,000**

Project Funding

Code	Name	Existing Budget
134	HSIP - Highway Safety Improvement Program	121,000
201	Proposition 111 (Gas Tax)	19,000
301	Measure A - Coachella Valley	78,000
	Total	**218,000**

Comments

Printed: March 6,09 1:35 PM Prepared by: M. Mueting

Contract No. 09-03-016
Riverside Co. Transportation

AGREEMENT

COUNTY OF RIVERSIDE

PROJECT NO. B7-0768

HSIPL – 5956 (174)

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and **Trinity Construction**, Contractor, party of the second part.

ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, **addenda No.1**, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled **Mountain View Road, Installation of Metal Beam Guard Railing and AC Dike; Project No. B7-0768, HSIPL-5956 (174), Sheets 1 and 2, approved December 5, 2008**, on file with the County Surveyor, which said project plans are hereby made a part of this contract.

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

MOUNTAIN VIEW ROAD

INSTALLATION OF METAL BEAM GUARD RAILING AND AC DIKE

PROJECT NO. B7-0768
FEDERAL AID PROJECT NO. HSIPL – 5956(174)

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	019901	1	LS	DE-MOBILIZATION	$5,000.00	$5,000.00
2.	066102	1	LS	DUST ABATEMENT	3,000.00	3,000.00
3.	074020	1	LS	WATER POLLUTION CONTROL	1,000.00	1,000.00
4.	120100	1	LS	TRAFFIC CONTROL SYSTEM	8,480.00	8,480.00
5.	160101	1	LS	CLEARING AND GRUBBING	1,500.00	1,500.00
6.	190101	110	CY	ROADWAY EXCAVATION	50.00	5,500.00
7.	260201	60	CY	CLASS 2 AGGREGATE BASE	91.00	5,460.00
8.	390130	90	TON	HOT MIX ASPHALT [TYPE A]	150.00	13,500.00
9.	394044	80	LF	PLACE ASPHALT CONCRETE DIKE (TYPE C)	7.00	560.00
10.	394049	520	LF	PLACE ASPHALT CONCRETE DIKE (TYPE F)	7.00	3,640.00
11.	820107	96	EA	DELINEATOR (CLASS 1), [METAL BEAM]	35.00	3,360.00
12.	832012	600	LF	METAL BEAM GUARD RAILING (7' WOOD POST) [INCLUDING ANCHOR ASSEMBLIES AND TERMINAL END SECTIONS]	55.00	33,000.00
13.	840656	610	LF	PAINT TRAFFIC STRIPE (2-COAT)	4.00	2,440.00

PROJECT TOTAL : Eighty six Thousand, four hundred forty dollars and no cents. $ 86,440.00
ITEMS 1-13 "WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

BY _____
Chairman, Board of Supervisors

Dated _____

ATTEST:

Clerk of the Board

BY _____
Deputy

TRINITY CONSTRUCTION.

BY _____

TITLE: PRES.
(If Corporation, Affix Seal)

ATTEST: _____

TITLE: C.F.O

BY _____
"County"
(Seal)

_____
"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: _____ 4/7/09
MARSHA L. VICTOR DATE

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3.3A

FROM: TLMA - Transportation Department

SUBMITTAL DATE: April 13, 2009

SUBJECT: Construction of pedestrian sidewalk, installation of new fencing on the 68th Street Bridge over Interstate 15 and associated improvements in the Mira Loma area.

RECOMMENDED MOTION: That the Board accept the low responsive and responsible bid of Trinity Construction of Blue Jay, CA in the amount of $119,826. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the TIP by approval of the project's proposed budget shown on Attachment "A".

BACKGROUND: By Minute Order dated February 10, 2009 (agenda item 3.23) the Board authorized the Clerk of the Board to advertise for the construction of pedestrian sidewalk, installation of new fencing on the 68th Street Bridge over Interstate 15 and associated improvements in the Mira Loma area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, March 4, 2009. Eight responsive bids were

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 119,826	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2008/2009

SOURCE OF FUNDS: State Safe Route to Schools (52%), Measure A/Western (48%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR
Departmental Concurrence
DATE 4/7/09

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☐ Policy ☐ Consent

Prev. Agn. Ref. 2/10/09, Item 3.23 | **District:** 2 | **Agenda Number:** 3.33

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive bid was submitted by Trinity Construction in the amount of $119,826. The bid is $56,174 (31.9%) less than the Engineer's Estimate. The contractor is qualified.

The Transportation Improvement Program provides for the construction of the subject improvements. The project will improve roadway safety within the project limits and provide a safe path of travel to VanderMolen Elementary school.

The project is partially funded with State SR2S funds for which the County successfully competed.

The Contractor has executed the contract and has provided bonds and insurance documents which meet the requirements of the contract.

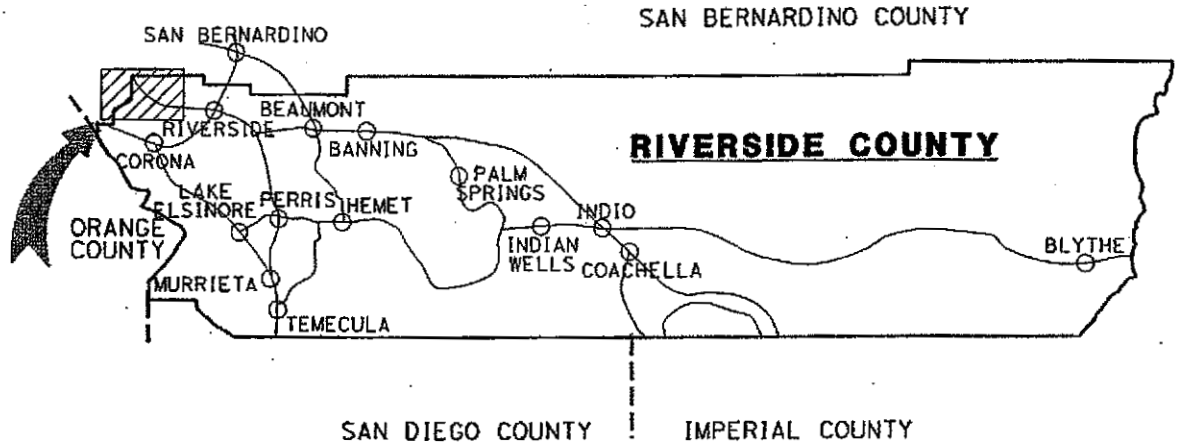
Project No. B8-0661

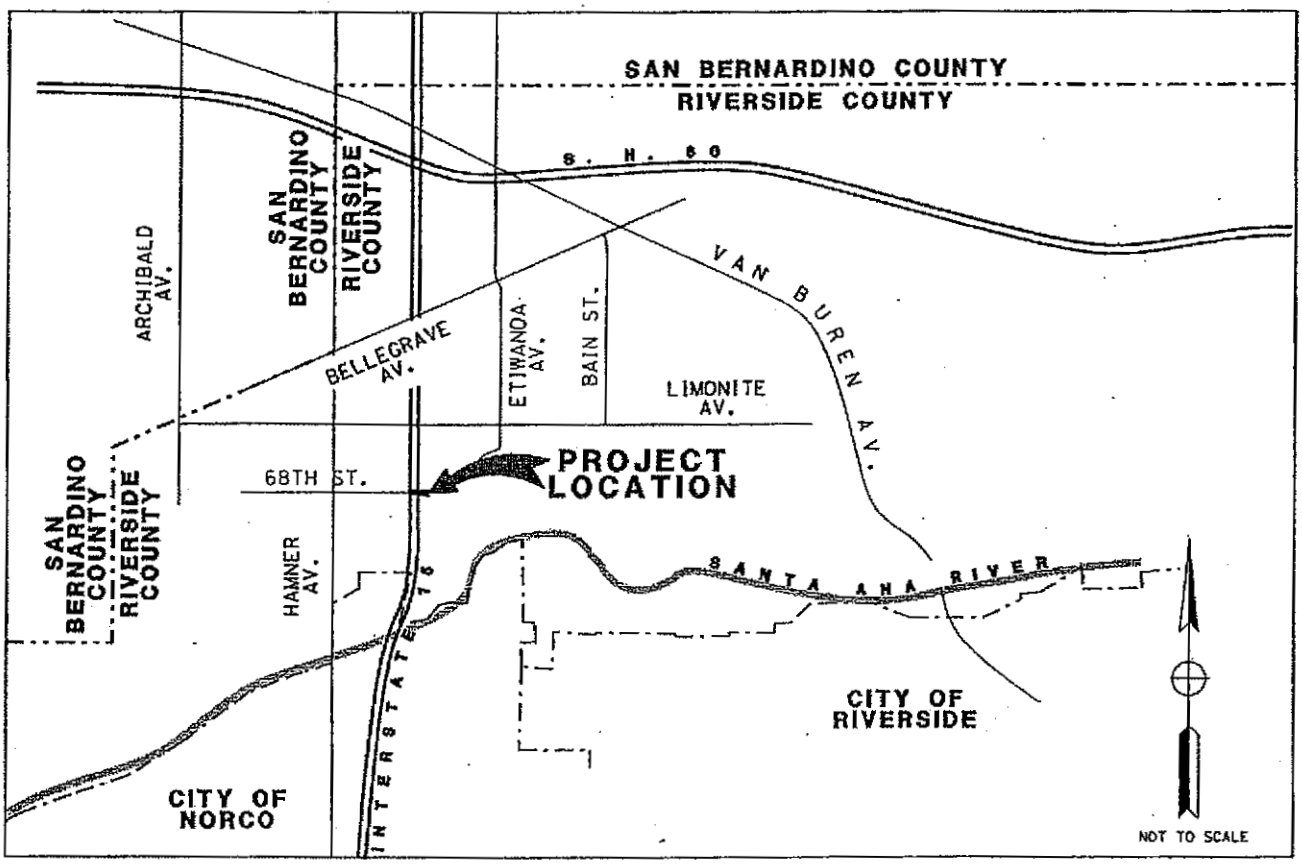
COUNTY OF RIVERSIDE

DEPARTMENT OF TRANSPORTATION

68TH STREET

PEDESTRIAN WALKWAY AND BRIDGE RAILING / FENCES





PROJECT LENGTH = 762'
RANCHO JURUPA (STEARNS)
2008 THOMAS GUIDE PG 684, F-7

VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **68TH STREET PEDESTRIAN WALKWAY AND BRIDGE RAILING/FENCE**

Project No.(s): **B8-0661**

Expenses as of: 03/25/09

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey		0	0	0	0	0
Environmental		352	500	852	2,000	1,000
Design		91,273	1,000	92,273	45,000	93,000
Right-of-way		3,688	1,000	4,688	3,000	5,000
Utilities		0	2,000	2,000	2,000	2,000
Construction		0	119,826	119,826	127,000	120,000
Construction Contingency	10.0%	0	11,983	11,983		12,000
Construction Engineering & Inspection	10.0%	5,000	12,000	17,000	23,000	17,000
Construction Survey	5.0%	0	6,000	6,000	5,000	6,000
	Totals:	**100,313**	**154,309**	**254,622**	**207,000**	**256,000**

Project Funding

Code	Name	Existing Budget	Proposed Budget
300	MEASURE A/ WESTERN	75,000	124,000
258	STATE SAFE ROUTE TO SCHOOL (SR2S)	132,000	132,000
	Totals	**207,000**	**256,000**

Comments

Road widening required, and added additional fence railing on the bridge and increased traffic control

March 26,09 8:56 AM

Prepared by: M. Mueting

Riverside County Contract No. 09-03-018

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Trinity Construction,** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **68th Street – Pedestrian Walkway and Bridge Railing/Fences Project No. B8-0661**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.

2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda **none** (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.

2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

(1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.

(2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.

(3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

68TH STREET

PEDESTRIAN WALKWAY AND BRIDGE RAILING/FENCES

PROJECT NO. B8-0661

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	013903	450	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	$7.00	$3,150.00
2.	013905	1	EA	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	$500.00	$500.00
3.	066102	1	LS	DUST ABATEMENT	$2,500.00	$2,500.00
4.	074020	1	LS	WATER POLLUTION CONTROL	$1,250.00	$1,250.00
5.	120100	1	LS	TRAFFIC CONTROL SYSTEM	$25,850.00	$25,850.00
6.	150717	1,400	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	$1.50	$2,100.00
7.	151281	2	EA	SALVAGE ROADSIDE SIGN	$100.00	$200.00
8.	160101	1	LS	CLEARING AND GRUBBING	$500.00	$500.00
9.	190101	160	CY	ROADWAY EXCAVATION	$44.00	$7,040.00
10.	260201	26	CY	CLASS 2 AGGREGATE BASE	$60.00	$1,560.00
11.	390103	88	TON	HOT MIX ASPHALT	$100.00	$8,800.00
12.	394002	290	SQYD	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	$21.00	$6,090.00
13.	566011	7	EA	ROADSIDE SIGN – ONE POST	$150.00	$1,050.00
14.	800360	180	LF	CHAIN LINK FENCE (TYPE CL-6)	$38.00	$6,840.00
15.	833020	256	LF	CHAIN LINK RAILING [TYPE 3 MODIFIED]	$71.00	$18,176.00
16.	833032	256	LF	CHAIN LINK RAILING (TYPE 7)	$90.00	$23,040.00
17.	840519	860	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	$2.50	$2,150.00
18.	840656	3,40	LF	PAINT TRAFFIC STRIPE (2-COAT)	$.30	$1,020.00
19.	000003	256	LF	REMOVE FENCE FABRIC AND RAILING	$10.00	$2,560.00
20.	850102	200	EA	PAVEMENT MARKER (REFLECTIVE)	$2.25	$450.00
21.	010601	1	FA	OBTAIN ENCROACHMENT PERMIT	$5,000.00	$5,000.00

PROJECT TOTAL One Hundred Nineteen Thousand Eight Hundred Twenty Six Dollars and no cents $ 119,826.00
ITEMS 1-21 "WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

BY _____
Chairman, Board of Supervisors

Dated _____

ATTEST:

Clerk of the Board

BY _____
Deputy

BY _____
"County"
(Seal)

TRINITY CONSTRUCTION

BY _____

TITLE: PRES.
(If Corporation, Affix Seal)

ATTEST:

_____

TITLE: Sec. / CFO

_____
"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: _____ 4/7/09
MARSHA L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino }

On March 20, 2009 (Date) before me, Debbie Lamb, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Matt Carricaburu (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

DEBBIE LAMB
Commission # 1825709
Notary Public - California
San Bernardino County
My Comm. Expires Dec 5, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Roy Wilson **SUBMITTAL DATE: April 14, 2009**

SUBJECT: Fourth District Use of Community Improvement Designation Funds (CIDF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the use of Community Improvement Designation funds to the Coachella Valley Child Care Council.

2. Approves and directs the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	Contributions to Non County Agency	$ 250.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$ 250.00

BACKGROUND:

The Stan Little Conference for Early Childhood Educators will be on May 2, 2009. It is expected to have over 400 attendees who are early childhood professionals working with infants, toddlers, and pre-school age children.

We would like to assist the Coachella Valley Child Care Council with paying for the costs associated with having this worthwhile day long event.

Coachella Valley Child Care Council
44-199 Monroe St. Suite
Indio, CA 92201

Roy Wilson, Fourth District Supervisor

12345astmental Concurrence

☐ Consent ☐ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.:	District: 4	Agenda Number: 3.34

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Roy Wilson **SUBMITTAL DATE: April 21, 2009**

SUBJECT: Fourth District Use of Community Improvement Designation Funds (CIDF)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the use of Community Improvement Designation funds to the Desert Women For Equality.

2. Approves and directs the Auditor-Controller to make the following budget adjustments:

Desert Women For Equality
555 S. Sunrise Way, Suite 212E
Palm Springs, CA 92264

Increase Appropriations: 10000-1000100000-536200	Contributions to Non County Agency	$ 10,000.00
Decrease Board Designation: 10000-1000100000-320135	Community Improvement	$ 10,000.00

Roy Wilson, Fourth District Supervisor

☐ Consent ☐ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 3.35

BACKGROUND:

Desert Women for Equality serves underinsured or uninsured women of the Coachella Valley by giving them free mammograms. Four Free clinics will be held in the eastern Coachella Valley.

Desert Women for Equality is able to provide the free services by having fundraising events, applying for grants from Foundations, and seeking donations from local cities, community groups and businesses.

We would like to use Fourth District Community Improvement funds to provide mammograms to women that would otherwise not have the exam due to financial constraints.

RESERVED

For

Pending Agenda Item

Title only available at this time

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 414

FROM: District Attorney

SUBMITTAL DATE:
February 11, 2009

SUBJECT: Acceptance of the FY 2008-09 National Crime Victims' Rights Week Community Awareness Subgrant award from the National Association of VOCA Assistance Administrators ("NAVAA").

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve acceptance of the National Crime Victims' Rights Week Community Awareness subgrant awarded by the National Association of VOCA Assistance Administrators ("NAVAA") through a grant from the Office for Victims of Crime (OVC), within the Office of Justice Programs, U.S. Department of Justice. The subgrant award in the amount of $4,995 is for the grant period July 1, 2008 through June 30, 2009.
2. Adopt Resolution 2009-091 authorizing the District Attorney to submit Victims' Rights Week Community Awareness grant applications to NAVAA and sign grant agreements on behalf of the Board through FY 2010-11. If the funding of the grant significantly changes, is altered or discontinued, the department will return to the board.
3. Approve and direct the Auditor Controller to make budget adjustments as shown in Attachment A.

BACKGROUND: Enacted in 1984, the **Victims of Crime Act** (VOCA) created a special **Crime Victims Fund** to be used exclusively to support important services for crime victims. Funding received will be used to increase public awareness of crime victims' rights and services during the 2009 National Crime Victims' Rights Week (April 26 – May 2, 2009). National Crime Victims Rights Week 2009 will mark the Riverside County District Attorney's Office's third year of gathering the community together to participate in a variety of rewarding events. The week begins with Candlelight Vigils across the County remembering those lost to violent crime. The first vigil will be in Temecula on Monday, April 27th. Two more vigils will follow: in Palm Desert on Tuesday April 28th and in Riverside on Wednesday April 29th. Continue on Page 2.

Pacheco Rod, District Attorney

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 4/16/09

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 4,995	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	$ 0	For Fiscal Year:	2008-2009

SOURCE OF FUNDS: National Association of VOCA Assistance Administrators through a grant from the Office for Victims of Crime (OVC), within the Office of Justice Programs, U.S. Department of Justice.

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Steve P. Schubert

County Executive Office Signature

Dep't Recomm ☐ Consent ☒ Policy
Per Exec. Ofc. ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 3.37

Background cont'd

The main event will be a March for crime victims in Riverside, on Thursday, April 30, 2009, from 11:30 a.m. to 1:00 p.m. The March is being held at the Riverside County Historic Courthouse, and thousands of people are expected to march for victims' rights.

One of the many impressive moments of the March is the sight of family, friends and community members carrying 20x30 posters of loved ones lost to homicide. Additionally, there is also a very moving display of hundreds of "memory boards" created and submitted by friends and family.

The week's events close with the Annual Guardians of Justice Luncheon, recognizing service providers, law enforcement professionals, crime victims, survivors and good samaritans in our community for their unwavering dedication in strengthening justice. This year's luncheon will be held in Corona.

The grant award and resolution have been reviewed and approved as to form by County Counsel.

Attachment "A"

Increase Appropriations:		
10000-2200100000-523700	Office Supplies	$ 3,750
10000-2200100000-523800:	Printing/Binding	$ 1,245
Increase Estimated Revenue:		
10000-2200100000-767220:	Fed – Other Operating Grants	$ 4,995

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-091

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING

THE NATIONAL CRIME VICTIMS' RIGHTS WEEK - COMMUNITY AWARENESS PROJECT

WHEREAS, the County of Riverside desires to undertake a certain program designated the "National Crime Victims' Rights Week - Community Awareness Project" to be funded in part by the National Association of VOCA Assistance Administrators ("NAVAA") through a subgrant from the Office for Victims of Crime (OVC), within the Office of Justice Programs, U.S. Department of Justice; now, therefore,

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2009, that the Board of Supervisors of the County of Riverside does hereby authorize the District Attorney of the County of Riverside, State of California to submit and to sign Riverside County's application for grant funding as well as related contracts, amendments, or extensions with "NAVAA".

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and "NAVAA" disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the resolution shall be in effect for a three-year period beginning July 1, 2008 and ending June 30, 2011.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant local expenditures controlled by this body.

FORM APPROVED COUNTY COUNSEL

BY: _____ 4/16/09

NEAL R. KIPNIS DATE

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

320

FROM: Redevelopment Agency

SUBMITTAL DATE: April 6, 2009

SUBJECT: Adoption of RDA Resolution Number 2009-022, Submittal Application to the United States Department of Agriculture Rural Housing Assistance Grants Programs

RECOMMENDED MOTION: That the Board of Directors:

1) Approve and adopt RDA Resolution Number 2009-022, authorizing the submission of an application(s) to the United States Department of Agriculture ("USDA") for the Rural Housing Assistance Grants Programs;
2) Authorize the Chairman of the Board to approve and execute the standard agreement between RDA and USDA, after review and approval as to form by County Counsel, required by USDA for the allocation of grant funds; and
3) Authorize the Executive Director or designee to execute the application and all other subsequent and necessary documents needed to complete the applications as required by USDA for the Rural Housing Assistance Grants Programs.

(Background on Page 2)

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE 4/8/09

RF:ER:TF:MT
R:\RDACOM\HOUSING\2008 RDA HOUSING PROJECTS\Mountain View Estates\USDA Resolution & Form 11

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2008/2009

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: USDA Rural Housing Assistance Grants Programs

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☑ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: | **District:** 4th | **Agenda Number:**

S:\Templates\RDA-001a-F11.doc

Form 11rda (Rev 06/2003)

4.1

The Redevelopment Agency for the County of Riverside ("RDA") recognizes the need to address the unsafe living conditions of the low and very-low income farm working community in the Eastern Coachella Valley. Typically these families live in non-permitted, substandard mobile home parks that lack basic features such as proper sewage systems and safe drinking water, and there is a need to rectify these unsafe and squalid conditions.

As a direct result of its commitment to address these issues, on April 8, 2008, the Board of Directors entered into a formal agreement with Desert Empire Homes ("Developer") for the development and construction of the Mountain View Estates Mobile Home Park ("project"). The development of the project will provide farm worker households who currently reside in unsafe mobile home parks the opportunity to live in a decent, safe and sanitary environment. The project will be located on approximately 79 acres situated south of 66th Avenue, west of Polk Street and on the east side of Harrison Street, in the unincorporated area of Riverside County, in the community of Thermal and consists of 398 mobile home park spaces for rent.

There is currently an identified gap in financing of $8,000,000 for the build out of the project. RDA staff has been working closely with the State of California and other County departments to fill in the funding gap. As a result, the Committee on Appropriations for Bill S3289 had been made aware of the project and encouraged the Rural Housing Service Department to give consideration to the related funding applications. The Appropriations Bill to the Agricultural, Rural Development, Food and Drug Administration, and Related Agencies for the fiscal year ending September 30, 2009 was recently passed, and includes an appropriation for the project.

Based on the approved appropriation of funds, RDA staff anticipates that USDA will soon issue a Notice of Funding Availability ("NOFA") for the Rural Housing Assistance Grants Programs that includes the Section 514 Farm Labor Housing Loan Program, Section 502 Rural Housing Direct Loans and Community Facilities Loan Program; RDA will be required to respond to this NOFA very quickly.

The attached RDA Resolution Number 2009-022 will allow the RDA to submit applications to these programs for the construction of the Project and/or for the benefit of the residents of the Project.

Agency Counsel has reviewed the attached Resolution and approved it as to form.

BOARD OF DIRECTORS **REDEVELOPMENT AGENCY**

RESOLUTION No. RDA 2009-022

AUTHORIZING THE SUBMITTAL OF APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE

WHEREAS, the Redevelopment Agency for the County of Riverside ("Agency") is a Redevelopment Agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law, which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

WHEREAS, the Agency has partnered with Desert Empire Homes, LLC ("Developer") to construct Mountain View Estates, a 398 space mobile home park ("Project"); and

WHEREAS, the Project will provide the farm worker community with a homeownership opportunity; and

WHEREAS, the approved United States Senate Appropriations Bill S3289 included a recommendation from the Committee of Appropriations to allocate $38,727,000 for Rural Housing Assistance Grants Programs; and

WHEREAS, the Unites States Senate Appropriations Bill S3289 identified and specifically included the "County of Riverside, Thermal Affordable Housing, California" and encouraged the Rural Housing Service Department to give consideration to the application for the Project; and

WHEREAS, the United States Department of Agriculture ("USDA") will issue a Notice of Funding Availability ("NOFA") for the availability of funds for Rural Housing Assistance Grants Programs that include the Section 514 Farm Labor Housing Loan Program, Section 502 Rural Housing Direct Loans and Community Facilities Loan Program; and

FORM APPROVED COUNTY COUNSEL
MICHELLE CLACK DATE 4/8/09

WHEREAS, the Agency wishes to submit to USDA an application or combination of applications in response to the NOFA to obtain an allocation or combination of funds from the Rural Housing Assistance Grants Programs for the construction of the Project and/or for the benefit of the residents of the Project in the amount not to exceed $8,000,000; and

WHEREAS, the Executive Director of the Agency has notified the Executive Office of its intent to apply for federal funds for the Project.

BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Directors of the Redevelopment Agency for the County of Riverside, in regular session assembled on April 14, 2009, as follows:

1) That the Redevelopment Agency for the County of Riverside is authorized to submit an application or combination of applications in response to the NOFA from USDA for funding from the Rural Housing Assistance Grants Programs.
2) That if the application for funding is approved, the Redevelopment Agency for the County of Riverside hereby agrees to use the awarded funds for eligible activities in the manner presented in the application as approved by USDA and in accordance with program guidelines.
3) That the Board of Directors for the Redevelopment Agency for the County of Riverside authorizes the Executive Director or designee to execute the application and all other subsequent and necessary documents needed to complete the application(s) as required by USDA for participation in its Rural Housing Assistance Grants Programs.
4) That the Board of Directors for the Redevelopment Agency further authorizes the Chairman of the Board to approve and execute, after review and approved as to form by County Counsel, the standard agreement between USDA and the Redevelopment Agency that is required by USDA prior to the allocation of the grant funds, and any amendments thereto.

//

340

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Redevelopment Agency

SUBMITTAL DATE: April 1, 2009

SUBJECT: RDA Resolution Number 2009-019 - Adoption of the Relocation and Replacement Housing Plan for the Cottonwood Mobile Home Park Project – 2nd Supervisorial District

RECOMMENDED MOTION: That the Board of Directors approve RDA Resolution Number 2009-019, Adoption of Relocation and Replacement Housing Plan for the Cottonwood Mobile Home Park.

BACKGROUND: *On December* 23, 2008, the Board approved the purchase of the Cottonwood Mobile Home Park located at 5171 Mission Boulevard and 3720 Crestmore Road in the Rubidioux Area of the County, contingent upon the completion of an acceptable Relocation Plan necessary to relocate residents within the Park. Subsequently, Agency staff and the relocation consultant, Mecky Myers and Associates, held a public meeting with the residents to address concerns about the potential relocation of the tenants. Mecky Myers and Associates also met with all tenants individually before preparing the Relocation and Replacement Housing Plan. The Tenants have subsequently expressed an interest in being relocated.

(continued on page 2)

Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	$ 0	For Fiscal Year:	2008/2009

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: NO

SOURCE OF FUNDS: NA

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: TIFFANY N. NORTH DATE 4/10/09

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 12-23-08 | **District:** 2 | **Agenda Number:** 4.2

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4.2

BACKGROUND (continued): There are currently approximately 65 mobile homes and travel trailers located at the Cottonwood Mobile Home Park located on of 3.43 acres with street frontage on both Crestmore Road and Mission Boulevard. The site has provided housing to low and very low income households for an extended period of time; however, conditions in the park are severely deteriorated. The property currently contains mobile homes, mobile homes with additions, travel trailers, and miscellaneous structures. Overall the site is seriously distressed due to deteriorated and ancient infrastructure and unpermitted additions. The mobile home rental spaces are mostly occupied by lower income tenants that own the unit in which they reside.

The site addresses are 5171 Mission Blvd and 3720 Crestmore Road, Riverside, CA 92509 and are identified by Assessor Parcel Numbers 179-330-003 and 179-330-005.

In accordance with California's Relocation Assistant Act, proper public posting has been completed.

BOARD OF DIRECTORS **REDEVELOPMENT AGENCY**

RDA RESOLUTION NO. 2009-019
ADOPTION OF RELOCATION AND REPLACEMENT HOUSING PLAN
FOR THE COTTONWOOD MOBILE HOME PARK PROJECT

(Second Supervisorial District)

WHEREAS, the Redevelopment Agency for the County of Riverside hereinafter "Agency," is a Redevelopment Agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.);

WHEREAS, On July 20, 1996, the Riverside County Board of Supervisors adopted Ordinance No. 795 approving the redevelopment plan, hereinafter the "Plan," for the Jurupa Valley Project Area, hereinafter referred to as "Project Area," and

WHEREAS, pursuant to the provisions of the Community Redevelopment Law, Section 33391 of the Health and Safety Code, the Agency may acquire, within a survey area or for purpose of redevelopment, any interest in real property; and

WHEREAS, On December 23, 2008, the Board adopted RDA Resolution No. 2008-043, authorizing the purchase of APNs 179-330-003 and 179-330-005, hereinafter the "Property," located in the unincorporated community of Rubidoux in Riverside County, as the preferred site for redevelopment purposes which may include the construction of much needed affordable housing, hereinafter the "Proposed Project," which would benefit the area.

WHEREAS, the Proposed Project will displace sixty-five (65) households, who will be required to relocate into decent, safe and sanitary replacement dwellings; and

WHEREAS, pursuant to section 6038 of the California Code of Regulations, Title 25, Division 1, Chapter 6, Subchapter 1, Article 2, Mecky Myers and Associates., has prepared a Relocation Plan to more specifically address potential displacements as a result of the Proposed Project; and

WHEREAS, pursuant to Section 33413.5 of the Health and Safety Code, Mecky Myers and Associates under the direction of the Agency, prepared a relocation plan which will outline the benefits to be provided to the displacees including assistance, rights, and benefits required under California's Relocation Assistance Law and the Relocation Guidelines. The relocation plan will detail both the advisory and financial assistance. Every effort will be made to facilitate arrangements and minimize hardships for the displacees; and

WHEREAS, it has been determined that there are sufficient replacement sites available to relocate any displaced households; and

WHEREAS, the Agency is prepared to take the necessary actions to successfully relocate all displacees.

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Redevelopment Agency for the County of Riverside, State of California, in regular session assembled on April 21, 2009 as follows:

1. That the Board of Directors hereby finds and declares that the above recitals are true and correct.

2. That in compliance with Section 6012 of the California Code of Regulations, Title 25, Division 1, Chapter 6, Subchapter 1, Article 1; and in accordance with the provisions of Sections 33411 and 33411.1 of the California Health and Safety Code, and the California Relocation Assistance Law, Section 7260 et.seq. of the California Government Code, the Board of Directors approves and adopts the Relocation and Replacement Plan for the Cottonwood Mobile Home Park Project.

3. Pursuant to California's Relocation Assistance Law proper public posting has been completed.

FORM APPROVED COUNTY COUNSEL
BY: TIFFANY [illegible] 4/10/09

CW:kh
9/25/07
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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

311 B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No.: CV 08-04546
Subject Property: 1 Parcel West of 40794 Hacienda Dr., Murrieta;
APN: 932-340-017
District One

RECOMMENDED MOTION: Move that:

(1) The grading without permits on the real property located at 1 Parcel West of 40794 Hacienda Drive, Murrieta, Riverside County, California, APN: 932-340-017, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit grading of more than fifty (50) cubic yards without a grading permit.

(2) That a five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.

Departmental Concurrence

ELENA M. BOEVA, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY
Tina Grande

County Executive Office Signature

Policy	Policy
X	☒
Consent	Consent
☐	☐
Dep't Recomm.:	Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 1 | **Agenda Number:** 9.1

Form 11 (Rev 06/2003)

(3) Colby P. Young and Deana Sue Young, as Trustees of The Young Asset Protection Trust, the Owners of the subject real property or whoever has possession or control of the premises, be directed to restore or remediate the unpermitted grading within ninety (90) days.

(4) If the owners or whoever has possession or control of the real property do not take the above described action within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, to restore the property so as to prevent offsite drainage and slope erosion.

(5) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.

(6) That upon the restoration of the property and payment of all abatement costs assessed against the property are paid the five (5) year hold on the issuance of building permits and land use approvals will be lifted.

(7) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on May 23, 2008. The inspection revealed two pads had been graded on the property and that permit had expired *without being finalized in violation of* Riverside County Ordinance No. 457 (RCC Title 15). The Officer measured that approximately six thousand three hundred seventy (6,370) cubic yards of dirt has been graded. A search of Riverside County records indicates that a permit for grading had been obtained, but has expired. This creates a public and attractive nuisance.

2. Follow-up inspections on August 19, 2008 and March 31, 2009, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 312B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: April 13, 2009

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage and Accumulation of Rubbish
Case No.: CV 07-4483
Subject Property: 25863 4th Street, Hemet; APN: 549-172-009
District Three

Departmental Concurrence

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 25863 4th Street, Hemet, Riverside County, California, APN: 549-172-009 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.16 and 8.120).

2. Vicki D. Bowman and Bryan Wishon, the owner of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

(Continued)

ELENA M. BOEVA, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

☐ Consent ☒ Policy

☐ Consent ☐ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:** 9.2

Form 11 (Rev 06/2003)

3. If the owners of the real property do not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the excess outside storage and accumulation of rubbish by removing the same from the real property.

4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare and Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject property by the Code Enforcement Officer on June 6, 2007.

2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: scrap wood, tires, a lawn chair, concrete, tools, A metal tank, scrap metal, gate to chain link fence, plastic bins, auto parts, fire damaged appliances and furniture, debris from burned mobilehome, tool chest, iron fencing, chemicals, medical waste, broken glass, observed metal fence poles, ladders, metal racks, plaster board, paint cans, debris from a collapsed burned mobilehome, and other miscellaneous trash and debris. The amount of accumulated rubbish and excess outside storage was determined to be 2,360 square feet.

3. Subsequent re-inspections of the above-described real property on July 12, 2007, February 28, 2008, March 3, 2008, September 9, 2008 and April 3, 2009, revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for the removal of excess outside storage and accumulation of rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 3148

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structure and Excess Outside Storage]
Case No.: CV 08-00734, CV07-9005
Subject Property: 26148 Cortrite Ave, Hemet; APN: 458-050-013
District Three

RECOMMENDED MOTION: Move that:

(1) The substandard structure (shed) on the real property located at 26148 Cortrite Ave, Hemet Riverside County, California, APN: 458-050-013, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.

(2) Jan Svarc, the Owner of the subject real property or whoever has possession or control of the premises, be directed to abate the substandard structure on the property by removing the same from the real property within ninety (90) days.

ELENA M. BOEVA, Deputy County Counsel
for PAMELA J. WALLS, Interim County Counsel

(Continued)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

Policy	Policy
X	☒
Consent	Consent
☐	☐

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:** 9.3

Form 11 (Rev 06/2003)

(3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

(4) The excess outside storage on the real property located at 26148 Cortrite Ave, Hemet, be declared a public nuisance and a violation of Riverside County Ordinance No. 348 which does not permit the excess outside storage on the property.

(5) Jan Svarc, the owner of the subject property, be directed to abate the excess outside storage on the property by removing and disposing of the same from the real property within ninety (90) days.

(6) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the substandard structure and the excess outside storage by removing and disposing of the same from the real property.

(7) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.

(8) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the substandard structure and excess outside storage on the real property is declared to be in violation of Riverside County Ordinance Nos. 457 and 348 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the property on November 16, 2007 by the Code Enforcement Officer. The Officer observed a long travel trailer parked in the middle of the property.

2. The January 23, 2008 inspection revealed a substandard structure (shed) and excess outside storage on the subject property in violation of Riverside County Ordinance Nos. 457 (RCC Title 15) and 348 (RCC Title 17.) The substandard conditions of the structure included, but were not limited to, the following: deteriorated or inadequate foundation; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; faulty weather protection; general dilapidation or improper maintenance; and public and attractive nuisance. On January 23, 2008, the Code Enforcement Officer observed outside storage consisting of a pile of asphalt, pile of broken concrete, large ice chest, corner shelving, plastic containers, buckets, microwave, toaster oven, metal shed, chicken coops and other miscellaneous items.

2. Follow-up inspections on February 27, 2008, June 12, 2008, June 26, 2008, September 23, 2008, December 5, 2008 and March 31, 2009, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 348.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structures and excess outside storage.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 313B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structures and Accumulated Rubbish];
Case No.: CV 07-5128
Subject Property: 71250 Fillmore St., Thermal; APN: 749-210-015
District Four

RECOMMENDED MOTION: Move that:

(1) The substandard structures (free standing carport; warehouse; detached garage; dwelling; two apartments and detached kitchens) on the real property located at 71250 Fillmore St., Thermal, Riverside County, California, APN 749-210-015 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.

(2) Carlos J. Ortega, the owner of the subject real property, be directed to abate the substandard structures on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials, within ninety (90) days.

(Continued)

ELENA M. BOEVA, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY

County Executive Office Signature

Departmental Concurrence

X Policy ☐ Policy

☐ Consent ☐ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 9.4

Form 11 (Rev 06/2003)

(3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

(4) The accumulation of rubbish on the real property located at 71250 Fillmore St., Thermal, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.

(5) Carlos J. Ortega, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

(6) If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owners, receipt of a Court Order authorizing entry onto the real property, or other authorization as provided by law, shall abate the substandard structures and the accumulation of rubbish by removing and disposing of the same from the real property

(7) The reasonable cost of the abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.

(8) County Counsel be directed to prepare the necessary Findings of Fact and Conclusions of Law that the substandard structures on the real property and the accumulation of rubbish are declared to be in violation of Riverside County Ordinance Nos. 457 and 541 and constitute a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on June 22, 2007.

2. The inspection revealed seven substandard structures (free standing carport; warehouse; detached garage; dwelling; two apartments and detached kitchens) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structures included, but were not limited to the following: faulty weather protection; general dilapidation or improper maintenance; public and attractive nuisance. The inspection also revealed the accumulation of rubbish (approximately 8,100 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: wood, metal, plastic, dead vegetation and household trash.

3. Subsequent inspections of the above-described real property on October 4, 2007, August 11, 2008, October 6, 2008, January 28, 2009 and March 31, 2009, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.

4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structures and accumulated rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 315 B

FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Statement of Expense [Case No. CV 07-6685]
Subject Property: 20700 Penny Lane, Desert Hot Springs; DAM
APN: 647-140-028
District Four

RECOMMENDED MOTION: Move that the Board of Supervisors:

(1) assess the reasonable costs of abatement of a public nuisance (substandard structure and accumulated rubbish) in the above-referenced matter to be two thousand, four hundred, eighty-eight dollars and fifty-six cents (US $2,488.56);
(2) assess the costs of abatement against the above-described subject property;
(3) authorize the recordation of a notice of abatement lien; and
(4) authorize the abatement costs to be added to the tax roll as a special assessment.

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457 (RCC Title 15), 541 (RCC Chapter 8.120) and 725 (RCC Chapter 1.16) authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

JULIE A.K. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

(continued)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

☒ Policy ☒ Policy
☐ Consent ☐ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 9.5

Form 11 (Rev 06/2003)

Statement of Expense [Case No. CV 07-6685]
Subject Property: 20700 Penny Lane, Desert Hot Springs; DAM
APN: 647-140-028
District Four

The property owner brought the property into compliance just prior to an abatement hearing before the Board of Supervisors.

All notices regarding the Statement of Expense hearing have been given to Jeffrey N. Dam, property owner, as required by law (see attached exhibits).

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 316B

FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
April 13, 2009

SUBJECT: Statement of Expense [Case Nos. CV 06-2768; CV 06-2774; CV 06-2804; CV 06-2805; CV 06-2807; CV 06-2808; CV 06-2811; CV 06-2818; CV 06-2819 & CV 06-3702]
APN Nos. 361-223-007; 361-223-009 & 361-223-010
Subject Property: 24740 Leicester Street, Wildomar, CA 92595;
District Three

Departmental Concurrence

RECOMMENDED MOTION: Move that the Board of Supervisors:

(1) assess the reasonable costs of abatement of a public nuisance (substandard structure, excess outside storage and accumulated rubbish) in the above-referenced matter to be one hundred sixteen thousand, thirty-six dollars and thirty cents (US $116,036.30);
(2) assess the costs of abatement against the above-described subject property as follows: APN No. 361-223-007 ($38,678.77); APN No. 361-223-009 ($38,678.77); and APN No. 361-223-010 ($38,678.76);
(3) authorize the recordation of a notice of abatement lien; and
(4) authorize the abatement costs to be added to the tax roll as a special assessment.

JULIE A.K. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ N/A	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ N/A	**For Fiscal Year:**	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
BY Tina Grande

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:**

9.6

Form 11 (Rev 06/2003)

Statement of Expense [Case Nos. CV 06-2768; CV 06-2774; CV 06-2804; CV 06-2805; CV 06-2807; CV 06-2808; CV 06-2811; CV 06-2818; CV 06-2819 & CV 06-3702]
Subject Property: 24740 Leicester Street, Wildomar
APNs: 361-223-007; 361-223-009 & 361-223-010
District Three

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 348 (RCC Title 17), 457 (RCC Title 15), 541(RCC Chapter 8.120) and 725 (RCC Chapter 1.16) authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

The Board of Supervisors issued an Order to Abate in case numbers CV 06-2768; CV 06-2774; CV 06-2804; CV 06-2805; CV 06-2807; CV 06-2808; CV 06-2811; CV 06-2818; CV 06-2819 & CV 06-3702 on June 5, 2007. After expiration of the ninety-day stay of execution of the Board's order, and on or about February 21, 2008, the subject property was abated under direction of the Riverside County Code Enforcement Department pursuant to a seizure warrant.

The property has a delinquent tax status regarding APN number 361-223-010-6 as of 2006 and APN numbers 361-223-007-4, 361-223-009-6, and 361-223-034-8 as of 2007.

This matter also includes the following parcels which the owners were attempting to adversely possess: 361-223-033; 361-222-010; 361-237-011; 361-238-011; 361-223-034; 361-223-005 & 361-223-008.

All notices regarding the Statement of Expense hearing have been given to Jesus People Church, Haven Christian School, Bill J. Downtain, Judith A. Downtain, and Jeffrey G. Downtain, property owners, as required by law (see attached exhibits).

RESERVED

For

Pending Agenda Item

Title only available at this time

124509

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3178

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: April 21, 2009

SUBJECT: Authorization to Exchange Easements in Real Property on Flood Control District Headquarters, APN 207-009-002

RECOMMENDED MOTION:

1. Approve Resolution No. F2009-12; Authorization to Exchange Easements in Real Property, property consisting of a portion of Assessor's Parcel No. 270-009-002.
2. Authorize the Chairman of the District's Board of Supervisors to approve and execute an Agreement for the Exchange of Easement Interest in Real Property between the Riverside County Flood Control and Water Conservation District and the City of Riverside.
3. Authorize the Chairman of the District's Board of Supervisors to execute the necessary documents to complete the conveyance.
4. Authorize the General Manager-Chief Engineer or his designee to execute any other documents and administer all actions necessary to complete the transaction.

Continued on Page 2

GSW:rlp:bjp

WARREN D. WILLIAMS
General Manager-Chief Engineer

FORM APPROVED COUNTY COUNSEL
BY: Synthia M Gunzel 4-13-09 DATE
SYNTHIA M. GUNZEL
Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

County Executive Office Signature Alex Gann

Dep't Recomm.: ☐ Consent ☐ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 11.1 of 4/14/09 | **District:** 2nd | **Agenda Number:** 11.1

FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SUBJECT: Authorization to Exchange Easements in Real Property on Flood Control District Headquarters, APN 207-009-002

SUBMITTAL DATE: April 21, 2009
Page 2

BACKGROUND:

The District is making improvements to its entryway. These improvements consist of an entry treatment, which includes a new wall, access gate and a redesign of the existing parking lot. The new wall at the front gate will be within the City right of way. The District requested the City of Riverside provide an easement for wall and landscape purposes over a portion of the street slope right of way. In conjunction with this wall construction it was determined that the existing aerial electrical transmission lines within the District's real property would need to be placed underground and are existing at the present location under a License Permit. The City of Riverside requested that these electrical lines be within the same easement area instead of License Permit, subject to revocation. This exchange of easements will enable both parties to have control over the areas which are being improved and are in the best interest of both parties. The value of these two easements are equal, therefore, there is no transfer of funds involved with this conveyance.

FINANCIAL:

N/A

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2009-12

AUTHORIZATION TO EXCHANGE EASEMENTS IN REAL PROPERTY
FLOOD CONTROL DISTRICT HEADQUARTERS

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT in regular session assembled on April 21, 2009, at least four-fifths of all members concurring, that the grant of easement by the District to the City of Riverside, in the real property known as Assessor Parcel No. 270-009-002, as described on Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof, is hereby approved.

BE IT FURTHER RESOLVED AND DETERMINED that the interest to be granted in the District's property is a compatible use, does not interfere in the District's usage of the real property and is required for use by the City of Riverside.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors is authorized to execute the necessary documents to complete the exchange.

BE IT FURTHER RESOLVED that the General Manager-Chief Engineer or his designee of the District is authorized to execute any other documents and administer all actions necessary to complete the transaction.

GSW:rlp:bjp

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4/13/09
SYNTHIA M. GUNZEL DATE

EXHIBIT "A"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

A strip of land 12.00 feet in width, lying within a portion of Lot No. 38 of Flat of Jurupa Rancho, as shown by map on file in Book 1, Page 25 of Maps, records of San Bernardino County, California, said strip of land lying 4.00 feet northeasterly and 8.00 feet southwesterly of the following described line:

COMMENCING at the intersection of the centerline of Rivera Street with the centerline of Market Street as shown by map of Tract No. 3998, on file in Book 65, Pages 13 and 14 of Maps, records of Riverside County, California

THENCE North 33°44'58" West, along said centerline of Market Street, a distance of 69.85 feet to the POINT OF BEGINNING of this line description;

THENCE South 56°18'26" West, a distance of 55.39 feet to the beginning of a tangent curve concave to the north and having a radius of 12.50 feet;

THENCE southwesterly, westerly and northwesterly along said curve through a central angle of 89°15'47" an arc length of 19.47 feet;

THENCE North 34°25'47" West, a distance of 955.00 feet to the END of this line description;

EXCEPTING THEREFROM that portion lying within that certain parcel of land shown as Segment "B" on Map of Relinquishment on file in Book 3, Page 29 of State Highway Maps, records of Riverside County, California;

ALSO EXCEPTING THEREFROM that portion lying northeasterly of the southwesterly line of that certain parcel of land described in Quitclaim Deed to the City of Riverside by document recorded June 6, 1956, in Book 1922, Page 280, et seq., of Official Records of Riverside County, California.

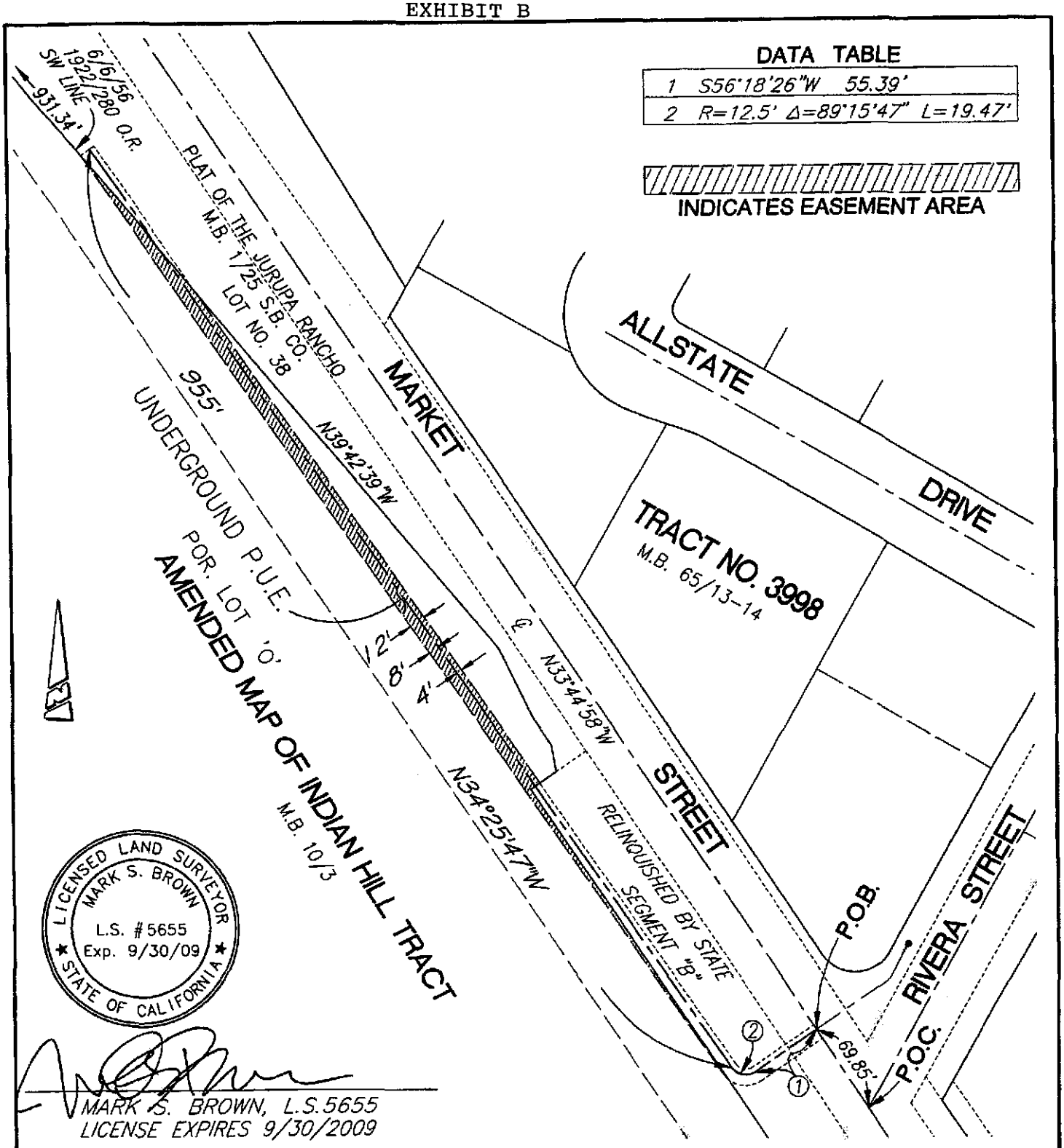
Area – 8219 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

3/17/09 **Prep.** KP

Mark S. Brown, L.S. 5655 **Date**
License Expires 9/30/09

EXHIBIT B



MARK S. BROWN, L.S.5655
LICENSE EXPIRES 9/30/2009

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	SHEET 1 OF 1	
SCALE: N.T.S.	DRAWN BY: Kgs DATE: 3/10/09	SUBJECT: WO#0604696 – RCFC & WCD PUE

123398

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

318 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: April 21, 2009

SUBJECT: Legal Services Agreement
Condemnation and other Related Real Property Services

RECOMMENDED MOTION:

1. Approve the Legal Services Agreement with Best, Best and Krieger, LLP to provide legal services for the District's Condemnation and other Related Real Property services for Flood Control Purposes.
2. Authorize the Chairman to execute the Legal Services Agreement on behalf of District.
3. Authorize the General Manager-Chief Engineer or his designee to execute any other documents and administer all actions necessary to complete any and all transactions.

BACKGROUND: See Page 2

FINANCIAL: See Page 2

KEC:blj

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	**Current F.Y. District Cost:**	N/A	**In Current Year Budget:**	N/A
	Current F.Y. County Cost	N/A	**Budget Adjustment:**	No
	Annual Net District Cost:	$100,000.00	**For Fiscal Year:**	09/10 10/11, 11/12

SOURCE OF FUNDS: See Page 2

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

County Executive Office Signature Alex Gann

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 4/13/09

Departmental Concurrence

FISCAL PROCEDURES APPROVED
IVAN M. CHANG, FINANCE DIRECTOR
BY: IVAN M. CHANG 4/1/09

☐ Consent ☐ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.2

FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SUBJECT: Legal Services Agreement
Condemnation and other Related Real Property Services

SUBMITTAL DATE: April 21, 2009
Page 2

BACKGROUND:

The District has eminent domain cases that require related legal services. On July 31, 2007, the Board approved a multi-year contract with Luce, Forward, Hamilton and Scripps, LLP to provide required legal services. Luce, Forward, Hamilton and Scripps has indicated there may be potential conflict of interest cases and they may not be able to provide legal services to the District in these instances.

The District wishes to have Best, Best and Krieger LLP available to provide contingency legal services in such conflict of interest cases.

County Counsel has approved the Agreement as to legal form

FINANCIAL: Funds will be included in subsequent budget years 09/10, 10/11 and 11/12.

An earlier RFQ was conducted to generate a list of approved consultants. Best, Best and Krieger LLP is a sole source selected from the approved list per Policy H-7.

SOURCE OF FUNDS: 25110-947400-510040 Land Zone 1
25120-947420-540040 Land Zone 2
25130-947440-540040 Land Zone 3
25140-947460-540040 Land Zone 4
25150-947480-540040 Land Zone 5
25160-947500-540040 Land Zone 6
25170-947520-540040 Land Zone 7
Developer Projects

KEC:blj

LEGAL SERVICES AGREEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and BEST, BEST AND KRIEGER, LLP hereinafter called "ATTORNEY", hereby agree as follows:

1. SCOPE OF SERVICES - ATTORNEY shall provide legal counsel and services in connection with DISTRICT'S acquisition and potential Eminent Domain Action and other related matters related to the DISTRICT as designated by the General Manager-Chief Engineer. Included in this work may be, from time to time, the preparation or review of legal documents to be executed by DISTRICT'S Board of Supervisors in connection with such services.

2. TERMS OF AGREEMENT - This Agreement shall commence upon execution by the parties hereto. ATTORNEY shall perform said services for a period of three (3) years or until June 30, 2012. By mutual consent of the DISTRICT and ATTORNEY, this Agreement may be extended twice, each for (1) one year period. This will provide a five (5) year maximum term for this Agreement.

3. KEY ATTORNEY - ATTORNEY agrees that Kendall H. MacVey will be the lead attorney assigned to perform the work under the Scope of Services and terms of this Agreement with assistance being provided by the attorneys listed on Attachment "A" attached hereto and made a part hereof. Any changes or substitution of the assigned attorney must have the express written approval of the General Manager-Chief Engineer of DISTRICT.

4. COMPENSATION - DISTRICT shall pay ATTORNEY for services performed and expenses incurred in accordance with the standard rates set forth on Attachment "A" and under the terms of this Agreement shall not exceed the sum of Three hundred thousand dollars ($300,000.00) unless a written Amendment to this Agreement is executed by both parties prior to performance of additional services. Since these services are generally required throughout the term of the

Agreement, DISTRICT and ATTORNEY will monitor work requirements and efforts such that the limits of compensation are not reached before the last month of the term of the Agreement. Compensation will be limited to no more than one hundred thousand dollars ($100,000.00) in any single fiscal year over the term of this Agreement.

5. UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS – When funds are not appropriated or otherwise made available in a subsequent Fiscal Year, this Agreement shall be cancelled and ATTORNEY shall be reimbursed for the reasonable value of any non-recurring costs incurred and covered under the terms of this Agreement.

6. EXPENSES - Reimbursable expenses shall include billings for costs and expenses incurred on DISTRICT'S behalf, including attorney service courier, photocopies of documents, long distance phone calls and travel. There are no other reimbursable expenses, unless previously agreed to and specified in Attachment "A" hereto. No single expense shall exceed one thousand five hundred dollars ($1,500.00) without the prior consent of the General Manager-Chief Engineer of DISTRICT.

7. PAYMENT - ATTORNEY shall submit its billing statement at least quarterly, but no more than monthly, in arrears, following satisfactory performance of services. Payments shall be made by DISTRICT within thirty (30) days after receipt of billing from ATTORNEY. All billings shall be itemized to include (i) staffing levels, hourly rates and specific activities for each Project and for each attorney and/or paralegal; (ii) listing of each activity as a line item in a time reporting format acceptable to DISTRICT with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period

expenses and total cumulative expenses billed in itemized categories. Payments shall be made on a progressive basis.

a. It is the expectation of DISTRICT that it will not be billed for ordinary overhead expenses, including (i) ordinary work processing; (ii) time to prepare and review billings and; (iii) local travel.

b. ATTORNEY shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEY shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between DISTRICT and ATTORNEY.

c. Statements/invoices shall be submitted directly to DISTRICT'S Finance Division. The Finance Division will accept a mailed or hand delivered original statement/invoice. All inquiries regarding payments and/or status of statements/invoices should be made directly to the Finance Division: Attention Accounts Payable 951.955.8454.

8. LICENSES - ATTORNEY, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

9. NOTICES - Any and all notices sent, or required to be sent, to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92502

BEST, BEST & KRIEGER, LLP
3750 University Avenue, Suite 400
Riverside, CA 92501

10. REQUIRED INSURANCE - Without limiting or diminishing ATTORNEY'S obligation to indemnify or hold DISTRICT harmless, ATTORNEY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

a. Workers' Compensation:

If ATTORNEY has employees as defined by the State of California, ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEY'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, its officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District, its officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

d. Professional Liability:

ATTORNEY shall maintain Professional Liability Insurance providing coverage for ATTORNEY'S performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If ATTORNEY'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEY shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

e. General Insurance Provisions – All Lines:

(i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.

(ii) ATTORNEY'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the DISTRICT, at the election of the County's Risk Manager, ATTORNEY'S carriers shall either (1) reduce or eliminate such self-insured retentions with respect to this Agreement with DISTRICT or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(iii) ATTORNEY shall cause their insurance carrier(s) to furnish DISTRICT with (1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein and, (2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and

effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to DISTRICT prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ATTORNEY shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

(iv) It is understood and agreed by the parties hereto and ATTORNEY'S insurance shall be construed as primary insurance and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(v) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; there is a

material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by ATTORNEY has become inadequate.

(vi) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

(vii) ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

11. INDEMNIFICATION - ATTORNEYS shall indemnify and hold harmless the Riverside County Flood Control and Water Conservation District, its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of ATTORNEY, its officers, employees, subcontractors, agents or representatives rendered to DISTRICT by ATTORNEY pursuant to or arising out of or in any way relating to this Agreement and ATTORNEY shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards on behalf of the Indemnified Parties in any claim or action based upon such liability.

a. With respect to any action or claim subject to indemnification herein by ATTORNEY, ATTORNEY shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever *limits or circumscribes* ATTORNEY'S indemnification to the Indemnified Parties as set forth herein.

b. ATTORNEY'S obligation hereunder shall be satisfied when ATTORNEY has provided DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

c. The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEY'S obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

12. TERMINATION - This Agreement may be terminated by either ATTORNEY or DISTRICT upon a ten (10) day written notice to the other party, or in the event DISTRICT shall elect, at its sole discretion, to abandon or postpone the project and gives notice of termination. After receiving a termination notice, ATTORNEY shall take all steps necessary to stop services on the date and to the extent specified in the termination notice and submit a billing for all services performed to date of notice of termination and any services to be completed as set forth in the notice of termination within thirty (30) days from effective termination date. ATTORNEY shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by ATTORNEY for DISTRICT. ATTORNEY shall give DISTRICT copies or originals, as appropriate, of all files and attorney work product for all matters on

which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

13. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by ATTORNEY without the prior written consent of DISTRICT.

14. NON-DISCRIMINATION - In the performance of the terms of this Agreement, ATTORNEY shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

15. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represents and warrants that no DISTRICT employee whose position in DISTRICT enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEY, or shall have any direct or indirect financial interest in this Agreement.

a. Anyone who is a former employee of DISTRICT at the time of execution of this Agreement or who subsequently becomes affiliated with ATTORNEY in any capacity (employee, associate or partner) shall not (i) participate in the services provided by ATTORNEY to DISTRICT; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEY for a period of one year from the date the former DISTRICT employee left DISTRICT employment.

b. It is possible that some of the ATTORNEY'S present or future clients will have disputes with DISTRICT during the time that

ATTORNEY is representing the DISTRICT. DISTRICT and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter in a position adverse to DISTRICT or in which DISTRICT'S interest may be adversely affected, that ATTORNEY will so advise DISTRICT and upon receipt of such notice DISTRICT may determine that the conflict may be waived or may determine that it is in the DISTRICT'S best interest to terminate the services of ATTORNEY. Should DISTRICT determine that it is best to terminate the services of ATTORNEY, DISTRICT will notify ATTORNEY of such decision. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from DISTRICT.

16. CONFIDENTIALITY - ATTORNEY shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEY shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

17. The Litigation Management Guidelines are attached hereto as Exhibit A and includes Exhibits B, C, and D, and together they become an integral part of this Agreement. The Litigation Management Guidelines may be updated from time to time. Attachment C, Budget Guidelines is effective June 7, 2005 and becomes an integral part of this Agreement and Litigation Guidelines. ATTORNEY agree that each superseding update shall become an integral part

of this Agreement and will not change nor alter any other portion of this Agreement in any way whatsoever.

18. The Case Evaluation and Plan is attached hereto as Exhibit B, and Case Status Report is attached hereto as Exhibit C each of which becomes an integral part of this Agreement.

19. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between DISTRICT and ATTORNEY which supersedes all previous written or oral agreements, and all prior communications between DISTRICT and ATTORNEY relating to the subject matter of this Agreement.

Attachments

1. ATTACHMENT A-Rates and Personnel
2. Exhibits A-D: Litigation Management Guidelines including ATTACHMENT C "BUDGET GUIDELINES"

//

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123390

IN WITNESS HEREOF the parties hereto have executed this Agreement on _____
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
MARION V. ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

Dated: _____

ATTEST:

_____
Clerk of the Board

By: _____
Deputy

Dated: _____

(SEAL)

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By: _____

_____
Title

03/19/09
KEC:blj

123390

BEST, BEST & KRIEGER, LLP

By: /Kendall H. Mac Vey
KENDALL H. MAC VEY
Partner

03/19/09
KEC:blj

ATTACHMENT A

FEE SCHEDULE
LEGAL SERVICES AGREEMENT

NAME	TITLE	HOURLY RATE
Kendall H. Macvey	Partner	$300
Monical M. Nemat	Attorney	$225
Micabel Mus-fisher	Attorney	$225
Mark Easter	Attorney	$300
Marvin Cohen	Paralegal	$145
Monica Smith	Paralegal	$145
Margaret "Peggy" Barnes	Paralegal	$145
Lisa Geiss	Paralegal	$145

EXHIBIT A

Riverside County Flood Control and Water Conservation District

Litigation Management Guidelines

Claims Philosophy

The District's claims philosophy is to identify, on a timely basis, those claims for which there is liability and to make settlement offers promptly. The District will generally not settle claims on a nuisance value basis as a matter of policy. The District, hereinafter referred to as District, policy is to defend all claims where there is no liability or where liability is questionable. Thorough, early investigation and rigorous development of the legal issues will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy properly which is reflective of the case's value. It is always appropriate for counsel to provide us with settlement or trial recommendations.

I. LITIGATION COUNSEL

A. Selection. Litigation counsel for each case shall be selected by the District or Office of County Counsel, where appropriate. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors.

B. Terms. Upon appointment in any litigation, counsel shall provide the following to the District:

1. The names of other professionals (partners, associates, law clerks, paralegals, etc.) who will assist in the case. The functions to be performed by each professional shall also be provided. We request no junior attorney be assigned our files. A junior attorney may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. The District retains the right to approve or disapprove of any and all attorney assignments.

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal approach is the responsibility of counsel and includes the following:

1. Identifying and developing all liability issues.

2. Bringing viable third-party actions and/or cross actions against co-defendants.

3. Developing the defense of contributory or comparative negligence.

4. Raising causation issues to ascertain whether there is a nexus between the District's alleged act(s) and the actual damages sustained.

5. Critically analyzing the basis for all claims alleged or damages claimed.

B. Within ninety (90) days following receipt of a case, counsel shall prepare and send to District, a Case Evaluation Plan (see Exhibit B) and as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, damages and exposures in the case, and identification of the strengths and weaknesses of the case. Counsel shall also provide an initial impression of liability and identify the pertinent statutes and/or case law that may affect the outcome of the litigation.

2. Investigation. We require investigations be done timely. This includes but is not limited to:

   a. Identification of and taking statements of witnesses.
   b. Accident reconstruction (including photographs, diagrams, measurements, etc.).
   c. Production of documents.
   d. Purchase order/contracts/lease agreements.
   e. Internal statements, memos, and correspondence
   f. Inspections, etc.
   g. Blue prints, if applicable.

   Counsel shall identify any additional information or documentation that is needed to disprove the plaintiff's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with County Counsel prior to it being initiated.

3. Strategy. Counsel shall define the strategy to be used in defending each lawsuit, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, motion for summary judgment, negotiated settlement, trial, etc.).
   b. The facts or elements which must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, bifurcation of liability from damages' issues should be considered.

C. Budget. Litigation counsel will also provide an estimate of the anticipated cost of each significant aspect of the litigation, pursuant to the attached Budget Guidelines Attachment C. These guidelines may change from time to time and you should always familiarize yourself with all changes.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and summaries of depositions, interrogatories and pertinent pleadings shall be promptly provided by litigation counsel to County Counsel and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Litigation counsel will promptly respond to all letters or phone calls and will keep County Counsel fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, VSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Litigation counsel to County Counsel and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. It is required that within 10 days of any District employee's deposition being taken, litigation counsel will meet with the District employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reports).

C. Evaluations. We request evaluations as to liability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Litigation counsel shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow County Counsel to meaningfully analyze the case and to determine the course of action to be taken.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If six months elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise County Counsel of that fact in a written update. Consequently, no six-month period shall expire without written communication from litigation counsel to County Counsel.

V. SETTLEMENT AUTHORITY

Litigation counsel shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the County Counsel and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs shall be submitted at least quarterly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the District to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc, please submit bills directly to District after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of District, however, we should not be asked to pay for ordinary overhead expenses, which we believe includes:

   a. Ordinary postage.
   b. Local telephone calls and faxes.
   c. Ordinary word processing.
   d. Time to prepare and review billings.

e. Local travel (30 miles or less, round trip.)
f. Meals when involved in local (in-town) cases.

7. If overpayments are/have been made by the District, the attorney firm must remit a reimbursement payment to the District within 30 days. No credit balances will be acceptable.

B. We will gladly pay for unusual charges which we believe include:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where expense has been extensive, we would appreciate an explanation.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out of town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high cost cities such as San Francisco, New York, Washington D.C., etc (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned trial attorney.

D. Multiple Attorney Conferences/Attendance

1. We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

2. Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

1. We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

2. We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. We may establish and provide a panel of copy service vendors for your reference. Until you receive this panel, please continue using your current copy service making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc).

G. Audit

Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between District and Attorneys.

The District retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Litigation counsel will meet with District employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the County Counsel outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the County Counsel. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each lawsuit, the County Counsel will review the file to determine compliance with the District's guidelines and the strategy and budget developed by litigation counsel for the case. If appropriate, a meeting will be

arranged to discuss perceived problems and/or ways to improve litigation of the District's claims.

IX. Electronic Communication/Data Storage/Presentation

A. The District strongly suggests all attorneys handling District files have the ability to communicate individually via electronic mail (E-Mail).

B. The County of Riverside Superior Courts has equipment that is available for presenting evidence electronically (photos, text, animation, etc.) via the use of an Elmo and a computer. The Courts also have a large screen which is used to project the electronic evidence and information onto so that all jurors can easily view the evidence presented. The District believes that jurors will retain 80%-90% of what they hear **if** they see it simultaneously. In addition, the management and storage of data on CD-ROM is beneficial to the success of the presentations of most of our cases. Therefore, the District strongly suggests all attorneys handling cases on behalf of the District become proficient in managing and presenting cases via electronic medium.

X. Miscellaneous

There may be additional reporting requirements required by County Counsel. You will be notified in writing of any additional requirements which we deem necessary.

The foregoing is not meant to be burdensome - it is meant to control and manage our costs as well as to be knowledgeable and involved with each of our cases.

EXHIBIT B

INITIAL CASE EVALUATION AND PLAN GUIDELINE
To be completed by Firm's Supervising Attorney

1. FIRM NAME:

   CASE NAME:

   COURT CASE #:
   DISTRICT FILE #:

   INCIDENT DATE:
   CLAIM DATE:
   COMPLAINT FILED DATE:

   TYPE OF CASE:

   CASE/MATTER DESCRIPTION AND FACTS:

   OPPOSING ATTORNEY'S NAME (if applicable):

2. INVESTIGATION NEEDED:

3. INJURIES OR DAMAGES CLAIMED (list punitive damages separately):

4. SPECIAL DAMAGES:

MEDICAL	$
LOSS OF EARNINGS	$
OTHER (specify)	$

5. PLAINTIFF'S CONTENTION:

6. AFFIRMATIVE DEFENSES:

7. INITIAL DISCOVERY (designate expert/parties):

   a. Depositions to be taken (list names).
   b. Interrogatories to be sent (list names).
   c. Records/Documents to be produced (list names).

8. RESEARCH REQUIRED (general description of issues and extent): Specifically identify any research requiring original effort as opposed to research that has generally been done previously by your FIRM.

9. MONETARY EVALUATION OF CASE:

Potential Liability/Exposure:	$
Verdict Range:	$

Settlement Value: $

10. RECOMMENDED CASE STRATEGY:

11. STAFFING/HOURLY RATE (list names, titles, hourly rate, and estimated number of hours for each partner, associate and/or paralegal).

12. CONSULTANT AND/OR EXPERT WITNESS (list names, specialty, hourly rate, and estimated number of hours for each consultant and/or expert).

13. INITIAL COST ESTIMATE (projected budget, including attorney fees and expenses for handling each case to/through each of the stages as provided in the Attachment C for our (estimated) Budget Guidelines. Trial costs **should not** be included until MSC and/or Trial date has been set. Please base your best estimate on past experience with similar case(s).

14. Estimated final disposition date.

Approved by:_____ Date: _____
(Firm's Supervising Attorney)

EXHIBIT C

CASE STATUS REPORT GUIDELINE
To be completed by Firm's Supervising Attorney

1. FIRM NAME:

   CASE NAME:

   COURT CASE #:
   DISTRICT FILE #:

   INCIDENT DATE:
   CLAIM DATE:
   COMPLAINT FILED DATE:

2. STATUS OF DISCOVERY (since last status report). List depositions taken.

3. INTERROGATORIES SENT/RECEIVED (list names):

4. REQUESTS FOR MEDICAL EXAMS:

5. STATUS OF EXPERT WITNESS/CONSULTANT INVESTIGATIONS:

6. RESULTS OF MOTIONS (describe all Motions and indicate outcome):

7. SIGNIFICANT DEVELOPMENTS WHICH MAY INCREASE OR DECREASE DISTRICT'S EXPOSURE/LIABILITY:

8. RECOMMENDED CASE STRATEGY (state clearly changes from previously agreed to strategy):

9. SIGNIFICANT EVENTS:
   Trail Setting Conference Date:
   Arbitration Date:
   Voluntary Settlement Conference Date:
   Mandatory Settlement Conference Date:
   Department
   Jury ___ Non-Jury ___ (check one)

10. Please update Attachment C - Cost Estimates and Budget Guidelines.

Approved by:_____ Date: _____
(Firm's Supervising Attorney)

ATTACHMENT C

COST ESTIMATES AND BUDGET GUIDELINES

Case Name:	Date of this Evaluation:		
Attorney(s):	Case No.:		
Type of Litigation Expense	Attorney Hours	Actual To Date	Anticipated Projected Expenses
Case Assessment, Development and Administration			
Facts Investigation/Development			
Analysis/Strategy			
Experts/Consultants			
Document/File Management			
Budgeting			
Settlement			
Other Case Activity			
Total Hours and Expenses	0	$0.00	$0.00
Pre-Trial Pleadings and Motions			
Pleadings			
Preliminary Injunctions/Provisional Remedies			
Court Mandated Conferences			
Dispositive Motions			
Other Written Motions and Submissions			
Class Action Certification and Notice			
Total Hours and Expenses	0	$0.00	$0.00
Discovery			
Written Discovery			
Document Production			
Depositions			
Expert Discovery			
Discovery Motions			
Other Discovery			
Total Hours and Expenses	0	$0.00	$0.00
Trial Preparation and Trial			
Fact Witnesses			
Expert Witnesses			
Written Motions and Submissions			
Other Trial Preparation			

Trial and Hearing Attendance			
Post-Trial Motions and Submissions			
Enforcement			
Total Hours and Expenses	0	$0.00	$0.00
Appeal			
Appellate Motions and Submissions			
Appellate Briefs			
Oral Argument			
Total Hours and Expenses	0	$0.00	$0.00
Expenses (Itemize)			
Copying,Printing, Facsimile			
Messenger, Postage			
Travel, Meals, Telephone			
Subpoena Fees, Witness Fees			
Online Research			
Total Hours and Expenses	0	$0.00	$0.00
Grand Total	0	$0.00	$0.00

EXHIBIT D

ATTORNEY PRE-TRIAL STATUS REPORT GUIDELINE

TO:
CASE NAME:
FROM:

DISTRICT FILE NO.:
DATE:
EXPECTED TRIAL DATE:
VENUE:

I. DEFENDANT

A. Effectiveness of each anticipated witness; rate (from excellent to poor) his/her demeanor, general credibility, memory and particular tendencies as a witness.

B. Other Insurance Coverage - type of policy, policy number and/or claim number, carrier name, address and phone number, claims person, type of other insurance clause (excess, escape or proratal), limits, deductible, known coverage defenses and/or reservation of rights (attach copy if available).

II. PLAINTIFF

A. Name, address, age, marital status and occupation. If plaintiff is a business, provide a description.

B. Dependants, if any; their names, ages, and relationships.

C. Effectiveness as a witness - rate (from excellent to poor) his/her demeanor, general credibility, memory and particular tendencies as a witness.

D. Name of plaintiff attorney and his/her ability. You may also want to include any comments as to his/her success on high profile or high value cases. High values cases would be those above $750,000.00.

III. SUMMARY OF FACTS WHICH ENGENDERED THIS CLAIM

IV. CO-DEFENDANTS AND/OR THIRD PARTY DEFENDANTS

A. Identity of parties.

B. Respective attorneys - Names, business address, telephone numbers.

C. Factual and legal basis for plaintiff's/cross-complainant's claims against other parties.

D. Brief summary of probable exposure.

E. Other Insurance Coverage - type of policy, policy number, claim number, carrier name, address and phone number, name of claims person, type of other insurance clause (excess, escape, etc), limits, deductible, known coverage defenses and/or reservation of rights (attach copy if available).

V. WITNESSES

A. Name, address, age and occupation.
B. Event they perceived.
C. Effectiveness as a witness - rate (from excellent to poor) his/her demeanor, general credibility, memory and particular tendencies as a witness.

VI. ANALYSIS OF CLAIM: LIABILITY AND DAMAGES

A. Plaintiff's theories.

B. Defense theories.

C. Co-defendants and/or third-party defendant theories.

D. Strengths and weaknesses of subsections A, B, and C above.

E. Chance of defense verdict for District, co-defendant and/or third party defendant (discuss each separately).

F. If the District, co-defendant and/or third-party defendant settle, the probability of success of the non-settling defendant(s) in obtaining indemnity against the settling defendant (discuss each separately).

G. Causation issues, i.e., was the District's alleged negligence a cause in fact of the damages claimed.

H. Probable damages (compensatory) if case is lost.

I. Punitive damage exposure? Will Plaintiff's attorney's fees be recoverable?

J. Probability of contributory negligence finding (i.e., defense verdict) or probable percentage of comparative negligence (i.e., plaintiff's percentage of fault).

K. Probable apportionment of fault among defendants (assign percentages).

L. Net exposure (state a dollar amount) to District after all apportionment and based on probable damages.

M. Settlement value and basis for evaluation.

N. Should case be tried? Explain risks.

O. Brief summary of probable outcome as to both liability and damage issues, indicating whether you consider this a case of liability and why.

VII. SETTLEMENT DISCUSSIONS

A. What is the demand?
   (a) Original amount and date.
   (b) Present amount and date.

B. What, if anything, has the District offered? If a definite offer has not been made, but an indicator or range has been discussed, so state, listing each indicator or range figure discussed.

C. What, in your opinion, can the case be settled for at this time?

D. Do you recommend that we settle? Why?

VIII. FUTURE HANDLING

A. In your opinion, is the investigation of this case complete?

B. If not complete, what further investigation do you suggest and what would it cost?

C. What further discovery is needed; what would it cost to conclude the discovery and when do you expect discovery to be completed?

D. Experts - explain need, their field, the number, probable testimony, cost of each, and whether plaintiff has experts (if so, who and how effective is he/she?).

IX. LEGAL EXPENSES

A. What are the total legal expenses to date?

B. If the is case is tried, what would be the approximate cost of defense through trial excluding IX.A. above (include the expense described in VIII.D.)?

EXHIBIT D

326

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Waste Management Department

SUBMITTAL DATE: February 25, 2009

SUBJECT: Amendment No. 1 to Edom Hill Transfer Station Mitigation Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Amendment to the Agreement between the City of Cathedral City (City) and the Waste Management Department (Department); and

2. Authorize the Chairman to execute the Amendment to the Agreement on behalf of the Department.

BACKGROUND: In November 2002, the County entered into an agreement with the City to collect a City Mitigation Fee at the Edom Hill Transfer Station of one dollar ($1.00) per ton for all incoming solid waste once the facility became operational. The facility became operational in December 2004. In accordance with the agreement, since December 2004, this fee has been collected and forwarded to the City on a monthly basis to mitigate impacts of the transfer station and to construct certain road improvements specified in the agreement related to the transfer station.

(Continued)

Hans W. Kernkamp
General Manager-Chief Engineer

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ -0-	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	$ -0-	For Fiscal Year:	08-09

SOURCE OF FUNDS: City Mitigation Fee collected at the Edom Hill Transfer Station

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 2/27/09

☒ Policy ☒ Policy
☐ Consent ☐ Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 12.2 (11/5/02) **District:** 4 **Agenda Number:** 12.1

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Form 11 (Rev 06/2003)

The agreement specified that the City was to construct traffic turn lane pockets at multiple locations and repair or reconstruct structurally damaged portions of Edom Hill Road within 15 months (March 2006) of the transfer station becoming operational. These improvements have been completed, but, rather than repairing short reaches of Edom Hill Road, the City chose to overlay the entire existing Edom Hill Road with 1.5" of asphalt, which under the agreement would not have been required until March 2008. As the only access road to the transfer station, the early commitment by the City to improve the condition of Edom Hill Road has been a benefit to the transfer station project.

The agreement also specified that the City was to construct a climbing lane on Edom Hill Road from Varner Road to the transfer station within 39 months (March 2008) of the transfer station becoming operational and that a traffic signal would be installed at the intersection of Varner Road and Edom Hill Road and the intersection of Date Palm Drive and Varner Road within 123 months (March 2015) of the transfer station becoming operational.

The City has indicated to staff that due to the extra funds expended on the Edom Hill Road overlay and the recent reduction in tonnage at the facility, insufficient funds will delay the construction of the climbing lane until March of 2017. The climbing lane was originally intended to be installed when the Transfer Station processed 1,500 tons per day. Currently, the transfer station is processing approximately 1,000 tons per day (as of December 2008) and further decreases are expected due to the economic downturn, therefore, the climbing lane will not be necessary at this time. To provide for a more efficient project and in exchange for the delay in construction of the climbing lane, the City offered to move up the timeline to install the traffic signals by December of 2014.

The transfer station operator, Burrtec Waste Industries, has indicated to staff their concurrence with the revised schedule.

The amendment documents the following newly agreed upon schedule, as outlined above.

The Department believes the earlier installation of the signalization at the corner of Varner Road and Edom Hill Road is in the best interest of the County and recommends approval of Amendment No. 1 to the Edom Hill Transfer Station City Mitigation Agreement.

PD #68811

Edom Hill Transfer Station City Mitigation Agreement
Amendment No. 1

The City of Cathedral City (herein called "CITY") and the County of Riverside (herein called "COUNTY") previously entered into an agreement on November 5, 2002, to resolve matters related to issues surrounding the Edom Hill Transfer Station and related improvements (herein called "Project").

WHEREAS, the Edom Hill Transfer Station became operational on December 1, 2004; and

WHEREAS, CITY agreed to construct certain improvements within 39 months of the Project becoming operational; and

WHEREAS, CITY agreed to construct certain additional improvements within 123 months of the Project becoming operational; and

WHEREAS, CITY recognizes that the transfer station has been in operation for 39 months as of March 1, 2008 and that certain roadway improvements scheduled to be completed by the City as of this date have yet to be completed; and

WHEREAS, CITY will receive significant ongoing revenue during the life of the Project after improvements are complete that will exceed total improvement costs; and

WHEREAS, COUNTY recognizes that tonnage has temporarily declined resulting in less fees being received to date by CITY to complete the remaining outstanding improvements in accordance with the prior schedule; and

WHEREAS, COUNTY recognizes that CITY has completed the following improvements:

1) Construction of traffic turn lane pockets including asphalt overlays of entire roadway, at the following locations:
    a. On southbound Varner Road, onto Date Palm Drive
    b. On southbound Varner Road, onto Edom Hill Road
    c. On northbound Varner Road, onto Edom Hill Road
2) Repair/reconstruction of short reaches of structurally damaged roadway along Edom Hill Road
3) Overlay of the entire existing Edom Hill Road with 1.5" asphalt from the East Project boundary to Varner Road, with reconstruction as needed near its intersection with Varner Road

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CITY shall:

1. Construct the remaining project related road improvements listed below, on or before the following revised schedule:

a. Within 120 months of the Project becoming operational (December 1, 2014):
    1) Signalize the Date Palm Drive and Varner Road Intersection, and
    2) Signalize the Edom Hill Road and Varner Road Intersection.
b. Within 147 months of the Project becoming operational (March 1, 2017):
    1) Construct an approximate 4,700 foot climbing Lane along Edom Hill Road, from Varner Road easterly.

Except as specifically modified or amended above, all of the terms, covenants and conditions of said agreement of the 5th of November 2002, shall remain in full force and effect between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement to be duly executed on _____.

RIVERSIDE COUNTY
WASTE MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553

Dated: 2/25/09

RECOMMENDED FOR APPROVAL

By: _____
Hans Kernkamp, General Manager-Chief Engineer

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE
NEAL R. KIPNIS

CITY OF CATHEDRAL CITY
68-700 Avendia Lalo Guerrero
Cathedral City, CA 92234

Dated: 3/25/09

By: _____
Kathleen DeRosa, Mayor

ATTEST:

By: _____
City Clerk (Seal)

By: _____
Donald E. Bradley, City Manager

By: _____
City Attorney

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, Auditor-Controller
BY [signature] 4/17/09

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNS DATE 4/16/09

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

319

FROM: Waste Management Department

SUBMITTAL DATE: March 31, 2009

SUBJECT: Introduction of Ordinance No. 779.11, Amending Ordinance No. 779, Relating to County Solid Waste Facilities and Establishing Fees

RECOMMENDED MOTION: That the Board of Supervisors:

1. Introduce and set for public hearing those changes set forth below and in Appendices A and C of Ordinance No. 779; and
2. Direct the Clerk of the Board to publish a notice of the public hearing date of May 12 2009 and the proposed Waste Management Department charges, as provided in Government Code Section 6066; and
3. Adopt Ordinance No. 779.11 at the close of public hearing on May 12 2009 with the changes to the appendices to be effective July 1, 2009.

BACKGROUND: Ordinance No. 779 outlines the General Manager-Chief Engineer's (GM-CE) authority to operate the County disposal sites and transfer stations. In addition to establishing fees and penalties, this ordinance includes the basis for operation regulations including waste inspection, salvaging, and safety. (Continued)

Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ N/A	**In Current Year Budget:**	No
	Current F.Y. Net County Cost:	$ N/A	**Budget Adjustment:**	No
	Annual Net County Cost:	$ N/A	**For Fiscal Year:**	FY 09/10

SOURCE OF FUNDS: Waste Management Department Disposal Fees

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

County Executive Office Signature Alex Gann

Dep't Recomm.: ☐Consent ☒Policy

Per Exec. Ofc.: ☐Consent ☒Policy

Departmental Concurrence

Prev. Agn. Ref.:	**District:** All	**Agenda Number:**

12.2

Form 11 (Rev 06/2003)

It is recommended that the Ordinance be amended to allow for fee increases. The Waste Management Department (Department) is limited to annual Consumer Price Index (CPI) increases for all its long-term, contracted transfer station haulers and the contract franchise area direct haulers. These haulers represent approximately 87% of the tonnage accepted at County landfills. The Department is recommending the same CPI increase for direct haul tonnage received at the gated and scaled landfills. The CPI increase based on the 12-month period ending December 31, 2008 is 0.11% or $0.03 and $0.04 per ton for long-term, contracted transfer station haulers and direct haulers, respectively. The rates would then become $26.35 for transfer trucks ($26.94 for Area 8 transfer trucks) and $34.37 for direct haul vehicles. Charges for vehicles hauling loads of more than 9 tires and hard-to-handle disposals are calculated separately and are recommended to be increased by the same CPI.

Since the 1990's, Riverside County has been accepting Alternative Daily Cover (ADC) material at no cost due to the demand from the greenwaste recycling industry in the County to find an alternative outlet for the processed material. This practice has resulted in a loss of airspace capacity in the landfill system that is not funded. On July 29, 2008 the Board of Supervisors approved a $10 per ton charge for haulers and greenwaste processors who deliver greenwaste to the landfills that may be used as ADC to be implemented on July 1, 2009. This fee will contribute to long-term rate stabilization.

The Department constantly strives to curtail illegal dumping and, to that end, recommends that there be no change in the minimum load fees for routine miscellaneous refuse and that the County continue its policy of allowing for the disposal of no more than two cathode ray tube (CRT) appliances (e.g. televisions or computer monitors) per customer per day at no charge. In addition, the Department recommends that those residents in exempt collection service areas and charged under Appendix B of the Ordinance have no increase in their disposal rate and no changes in the discount schedule.

The fees for commercial haulers within the rural areas (Appendix C) are recommended to be adjusted to reflect the CPI increase that is recommended for all non-contract haulers with waste loads in excess of .4 ton. The Commercial Card is used in ½ ton increments for 24 times without expiration. The recommended fee for this card is $412.44 (or $34.37 per ton for 12 tons).

Attachment 1 has been provided to outline the recommended changes to the WMD fee structure.

California Environmental Quality Act (CEQA) Findings

Pursuant to CEQA Guidelines Section 15273, the proposed changes to County Ordinance No. 779, Relating to County Solid Waste Facilities and Establishing Fees, are found to be statutorily exempt from CEQA, because the proposed changes are for the purpose of:

- Meeting operating expenses, including employee wage rates and fringe benefits,
- Purchasing or leasing supplies, equipment, or materials,
- Meeting financial reserve needs and requirements, and
- Obtaining funds for existing capital projects, necessary to maintain service within existing service areas.

A Notice of Exemption to this effect will be filed with the County Clerk upon adoption of Ordinance 779.11.

ATTACHMENT 1

Summary of Changes to Disposal Rates

Effective July 1, 2009

Appendix A:

CPI Increases of 0.11%

	Fiscal Year 09	Fiscal Year 10
• Routine Refuse	$34.33/ton	$34.37/ton
• Hard-to-Handle Refuse	$45.78/ton	$45.83/ton
• Loads of more than 9 tires	$96.74/ton	$96.85/ton

Other Changes to Fee Schedule

• Greenwaste used for Alternative Daily Cover (ADC)	no charge	$10.00/ton (approved by Board 7/29/08)

Appendix C:

• Commercial Card for 24 punches (1/2 ton each punch)	$411.96 ($34.33/ton)	$412.44 ($34.37/ton)

ORDINANCE NO. 779.11

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
AMENDING ORDINANCE NO. 779 RELATING TO
COUNTY SOLID WASTE FACILITIES
AND ESTABLISHING FEES

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1: Appendices A and C to Ordinance 779.10 are replaced in their entirety with the attached Appendices A and C.

Section 2: EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Chairman, Board of Supervisors

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM

April 1 2009

By: _____
NEAL R. KIPNIS
Deputy County Counsel

APPENDIX A TO RIVERSIDE COUNTY ORDINANCE NO. 779.11
SCHEDULE OF WASTE DISPOSAL FEES
FOR RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
EFFECTIVE JULY 1, 2009

The following gate fees will be applicable at El Sobrante, Badlands, Lamb Canyon, and Blythe Landfills	
WASTE GROUP DESCRIPTIONS	**RATE**
1. Any vehicle hauling: (a) 2 or less large trash bags, or (b) up to 2 cathode ray tube (CRT) devices (e.g. tvs or computer monitors) per day	No Charge
2. Vans, pickup trucks or any vehicle pulling a two-wheel trailer or any other vehicle: (a) hauling miscellaneous waste not exceeding .4 ton (b) hauling 50% or more wood or yard waste not exceeding .4 ton (c) hauling Hard to Handle refuse waste not exceeding .25 ton (d) hauling miscellaneous waste exceeding .4 ton	 $ 8.00 /load $ 11.00 /load $ 11.00 /load $ 34.37 /ton*
3. Transfer Trucks	See Note #1
4. Any vehicle hauling clean concrete/asphalt material which has been pre-approved by the General Manager-Chief Engineer or designee as needed for beneficial use in landfill roads & other related landfill operations	No Charge
5. Added to the charges listed herein will be a charge of: (a) $1.00 per tire up to 9 tires (Individual tires cannot exceed 4 feet in diameter.) (b) $10.00 per uncovered load of refuse which has exposed material which in the opinion of the General Manager-Chief Engineer may litter access routes to the landfill (c) $10.00 per ton for loads which are judged to be 50% or more wood waste/yard waste by volume (d) $5.00 per ton for out of county incidental amounts of refuse	
6. Vehicles hauling loads of more than 9 tires (Tires cannot exceed 4 feet in diameter or weigh more than 200 pounds each.)	$ 96.85 /ton**
7. All other vehicles carrying wastes requiring special handling or immediate burial and all end dump type vehicles	$ 45.83 /ton*
8. All vehicles not described in any other provision of this fee schedule	$ 34.37 /ton*
9. Emergency towing services: (a) 10 minutes or less (b) over 10 minutes	 $ 20.00 $ 35.00
10. For customers unloading: (a) 16 to 30 minutes past closing (b) 31 minutes or more past closing	 $ 60.00 $120.00
11. Bottom ash from an approved biomass facility	$ 19.50 /ton
12. Any vehicle hauling greenwaste material which has been recognized by the General Manager-Chief Engineer or designee as Alternative Daily Cover	$ 10.00 /ton

Notes:

1) Rate for Transfer Trucks to be determined by individual contracts.
2) Loads of dead sheep or small calves from the Blythe service area separated from other waste will be received at no charge at the Blythe Landfill (daily from 8am to 9am) due to health and safety risk in the vast open canal system in the area.
3) Certified loads of illegally dumped nonhazardous municipal solid waste retrieved along open flowing irrigation canals which are delivered by the agency responsible for maintaining the canals shall be received at no charge at the Blythe Landfill.
4) The General Manager-Chief Engineer is authorized to recoup costs associated with the segregation of unauthorized waste commingled with routine refuse.

* Cash customers prorated to the nearest $.25
** Cash customers prorated to the nearest $.25 with a minimum charge of $20.00 per vehicle

APPENDIX C TO ORDINANCE NO. 779.11
RURAL SITE ACCESS -- COMMERCIAL PERMIT CARDS
FOR RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT
EFFECTIVE JULY 1, 2009

The Rural Site Access Card shall be necessary for admittance to the following rural landfills:

Mecca II Landfill Oasis Landfill

COMMERCIAL CARD REGULATIONS:

A Commercial Waste Hauling Business Card (not authorized for use by permitted waste haulers) is available which provides for disposal of commercial waste generated within the remote service areas.

1) **Number of Uses** – The Commercial Card will have twenty-four (24) ½ ton available uses.

2) **Expiration Date** - There is no expiration date for the Commercial Card.

3) **No Refunds** – If a commercial operator goes out of business there shall be no refund for the unused card punches.

4) **Cost** – The Commercial Card will be priced at four-hundred twelve dollars and forty-four cents ($412.44).

5) **Payment for Card** – The card shall be purchased in advance of usage and paid for by check. Cards may be purchased at any time of the year.

6) **Lost Cards** – Lost cards are to be reported immediately. The customer will not be responsible for unauthorized use of a card after it is reported lost to the Waste Management business office located at 14310 Frederick St., Moreno Valley, CA. The phone number is (951) 486-3200.

7) **Maximum Load** - Mecca Landfill will not accept loads greater than 1 ton.

8) **Restrictions on Use of Card** – Hazardous waste, loads with more than 4 tires, or other hard-to-handle waste will **not** be accepted at these rural sites.

9) **Alternative County Gate Fee Site Usage** – In the event that the Gate Services Assistant determines that the waste cannot be received at the Rural Site for whatever reason that day, and therefore directs the customer to take the waste to a scaled County disposal site, the Commercial Card may be used for access at the scaled site.

SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

338

FROM: Regional Park & Open-Space District

SUBMITTAL DATE: 4/7/09

SUBJECT: Hurkey Creek Park Maintenance Building and Area Improvement Project – Notice of Completion – District III

RECOMMENDED MOTION: That the Board approves and files the Notice of Completion for the Hurkey Creek Park Maintenance Building and Area Improvement Project.

BACKGROUND: On July 29, 2008 by Minute Order 13.1, your Honorable Board approved a contract between the Regional Park and Open-Space District and Frank Shariat General Engineering, Laguna Niguel, California for the Hurkey Creek Maintenance Building and Area Improvement Project.

The original contract price was $210,240. Two change orders were issued for a total of $11,740 (5% of the contract amount), bringing the total contract price to $221,980. These change orders were needed due to inspector requirements and unforeseen conditions in the existing, aged building.

The work has been satisfactorily completed and is in compliance with the contract documents. The office of County Counsel has reviewed and approved the Notice of Completion as to legal form.

FORM APPROVED COUNTY COUNSEL 4/13/09
BY: LARISA R-MCKENNA DATE

Departmental Concurrence

703-HCK Park Maintenance Bldg & Area Improvement Project
NOC

Scott Bangle, Assistant Parks Director

FINANCIAL DATA n/a			
	Current F.Y. Total Cost:	$	In Current Year Budget:
	Current F.Y. Net County Cost:	$	Budget Adjustment:
	Annual Net County Cost:	$	For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

Alex Gann

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 7/29/09, 13.1 | **District:** III | **Agenda Number:** 13.1

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

When recorded, return to:
Riverside County Regional Park
and Open-Space District
4600 Crestmore Road
Riverside, CA 92509

Notice of Completion

Civil Code 3093 - Public Works

(For Recorder's use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Hurkey Creek Maintenance Facility

Date of completion: March 11, 2007

Nature of owner: Public Entity - County of Riverside

Interest or estate of owner: Fee

Address of owner: 4600 Crestmore Road, Riverside, CA 92509

Name of contractor: Frank Shariat General Engineering

Street address or legal description of site: 56375 Highway 74, Mountain Center, CA 92561

Dated: _____ Owner: _____
(name of public entity)

By: _____

Title: _____

STATE OF CALIFORNIA }
as
COUNTY OF RIVERSIDE}

I am the _____ or the governing board of the _____ the public entity which executed the foregoing notice and on whose behalf I make this verification, I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, California on _____ (Date)

_____

County Counsel Form 1

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA 4/12/07 DATE

339

SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Regional Park & Open-Space District

SUBMITTAL DATE: 4/9/09

SUBJECT: Mockingbird Canyon to Hartford Springs Regional Trail Project – Environmental and Engineering Services Agreement – District I

RECOMMENDED MOTION: That the Board approves:

1) The Agreement for Consulting Services between the Regional Park & Open-Space District (Park District) and ICF Jones & Stokes, Redlands, California for an alignment study and environmental work for approximately 4.5 miles of regional trail to link Mockingbird Canyon Archeological Area with Harford Springs Reserve; and

2) Authorizes the Chairperson to execute five (5) copies of the agreement and directs the Clerk of the Board to return four (4) copies of the agreement to the Park District for transmittal.

BACKGROUND: On May 14, 2008, the Park District solicited proposals from qualified engineering and environmental firms to provide alignment studies and environmental work for the Park District's Mockingbird Canyon to Harford Springs Regional Trail Project. Eight firms responded with proposals. All proposals were evaluated in conformance with County Policy H-7, and interviews were held. The firm of IFC Jones & Stokes was chosen based on their understanding and approach to the project, experience, and project personnel. The award of contract was delayed due to uncertainty with funding issues. Those issues have been resolved. IFC Jones and Stokes was advised of the delay in the award and agreed to honor its originally negotiated contract price. The Office of County Counsel has reviewed and approved the agreement as to legal form.

672-Mockinbird Canyon Hartford Springs Trail ICF Jones & Stokes
DN/mg

Scott Bangle, Assistant Parks Director

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE 4/13/09

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 228,008	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	$ -0-	For Fiscal Year:	2008-09

SOURCE OF FUNDS: Park Acquisition and Development Fund

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

Alex Gann

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 7/31/07 3.76 & 13.2 | **District:** I | **Agenda Number:** 13.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

AGREEMENT FOR CONSULTING SERVICES

with the

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

The Riverside County Regional Park and Open-Space District, herein called "DISTRICT" and ICF Jones & Stokes, herein called "CONSULTANT", *mutually agree* as follows:

I. DESCRIPTION

The CONSULTANT shall render services to the DISTRICT as described in this Agreement for the "project" described as follows:

Mockingbird Canyon to Harford Springs Regional Trail Project, Engineering and Environmental Consulting Services, Riverside County Regional Park & Open-Space District, Riverside County, State of California

The following documents are incorporated into and made part of this Agreement:

Exhibit 1: CONSULTANT Fees – Fee Form, Fee Schedule and Cost Estimate

Exhibit 2: Payment Schedule

Exhibit 3: CONSULTANT Proposal

Exhibit 4: DISTRICT Request for Proposals #TRAILS-8401

Exhibit 5: Period of Performance

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits 1, 4 & 5 shall take precedence over Exhibit 3.

II. CONSULTANT'S SERVICES

The CONSULTANT shall render the following services and related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

A. Engineering and Environmental Services

Alignment Study and Master Plan Development

Alignment study will take into consideration the topography, safety, route directness, land ownership, view opportunities and proximity to sensitive natural and cultural resources. Project design shall make reasonable accommodations to meet the requirements of the Americans with Disabilities Act and all relevant State of California regulations pertaining to the disabled. CONSULTANT shall develop three (3) proposed alignments, one (1) preferred and two (2) alternates, each supported by concept level design drawings such as trail alignment diagrams, typical cross sections, drainage crossings and trail fencing positioning.

CONSULTANT shall develop an itemized preliminary cost estimate for right-of-way clearance, permitting, and construction of a multi-use trail along both the preferred and alternate trail alignments. The cost estimate shall include a projected five (5) year and ten (10) year cost using the inflation factor of the Consumer Price Index. A long term maintenance plan and cost estimates for at least ten (10) years shall also be presented.

Environmental Assessment

CONSULTANT shall prepare draft and final Environmental Documents in compliance with California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA) if any alignments pass through Federal lands, and present documents to the Board of Directors and all other applicable groups.

B. EXTRA WORK

Extra work shall be performed only when requested or approved by the DISTRICT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before Change Order is signed by the CONSULTANT and the DISTRICT. Extra work shall include, but not be limited to:

1. Making special surveys and special analysis of the DISTRICT's needs to clarify requirements of the project when requested by the DISTRICT.

2. Consultation concerning replacement of any work damaged by fire or other cause while furnishing professional services as may be required in connection with the replacement of such work.

3. Arranging for the work to proceed should the CONSULTANT default due to delinquency or insolvency.

4. Providing services excluded from Exhibit 3: CONSULTANT Proposal

III. CONSULTANT'S COMPENSATION

A. Determination of Amount

1. For the services described above, the DISTRICT shall pay to the CONSULTANT, the fees described in Exhibit 1 as full payment for all services under this Agreement, including all costs or expenses incurred by the CONSULTANT.

2. For extra work performed by the CONSULTANT, the DISTRICT shall pay to the CONSULTANT according to the hourly rates submitted by the CONSULTANT and included in Exhibit 1, provided that the performance of said extra work has been requested and approved by the DISTRICT in writing, and after receipt of a written estimate from the CONSULTANT.

3. The CONSULTANT shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

B. Payment

1. Not-To-Exceed Fees:
The DISTRICT shall pay the CONSULTANT, upon submission of an invoice, monthly, and per the Statement of Qualifications Fee Form (Exhibit 1), and the Payment Schedule (Exhibit 2) after the performance of the work. The extent of the services completed by the CONSULTANT will be verified by the DISTRICT prior to processing any payment.

IV. DUTIES OF CONSULTANT

A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work. The CONSULTANT is responsible to procure all agency approvals. The CONSULTANT shall furnish all engineering information and data necessary to meet the requirements of such agencies and as needed by the DISTRICT to secure financing.

B. The CONSULTANT shall employ or engage all sub-consultants or other persons necessary to enable the CONSULTANT to perform the services under this Agreement, and the CONSULTANT shall be responsible for their compensation.

C. The CONSULTANT shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.

D. The CONSULTANT shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

1. Workers' Compensation:
If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2. Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4. Professional Liability Insurance:
CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the Country's Risk Manager, CONSULTANT's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material

modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be construed as primary insurance, and the DISTRICT or the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein; if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

V. DUTIES OF THE DISTRICT

A. The DISTRICT shall make available to the CONSULTANT all pertinent information which it has relating to the purpose and use of the project.

B. The DISTRICT shall pay all required permitting fees for any local, state or federal agency.

C. The DISTRICT shall promptly consider and act upon written requests or recommendation of the CONSULTANT including requests for information or services needed by the CONSULTANT to proceed with the Work.

VI. DOCUMENTS

All completed documents, including but not limited to any written documents, layout plans for primary and alternate alignments prepared by the CONSULTANT shall be the property of the DISTRICT.

Four (4) bound hard copies of the final Master Plan, four (4) bound hard copies of all environmental documents and one electronic copy of each on a CD shall be submitted to the DISTRICT. Electronic files of all documents shall be submitted in both MS Word and Adobe Acrobat formats. Electronic files of layout plans for primary and alternate alignments shall be submitted in AutoCAD2000 and Adobe Acrobat formats. The DISTRICT will bear reproduction costs thereafter for further copies of documents and layout plans for DISTRICT use.

VIII. LIABILITY AND INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to DISTRICT as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to the DISTRICT or the COUNTY the appropriate form of dismissal relieving DISTRICT or the COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the DISTRICT or the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the DISTRICT or the COUNTY to the fullest extent allowed by law.

IX. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the DISTRICT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DISTRICT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

If the termination as herein provided is for other than default or delay of the CONSULTANT, the CONSULTANT shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the CONSULTANT. If the termination is for default or delay of the CONSULTANT, it shall be paid on a similar basis less actual damages suffered by the DISTRICT as a result.

X. MISCELLANEOUS PROVISIONS

A. Section and Sub-Section Approvals: Written approval by the DISTRICT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DISTRICT otherwise specifies.

B. Assignment: This Agreement shall not be assignable, in full or in part, by the CONSULTANT without prior written consent of the DISTRICT.

C. DISTRICT's Representative: The General Manager of the Riverside County Regional Park & Open-Space District, 4600 Crestmore Road, Riverside, CA 92509, or designated staff member shall represent the DISTRICT in all discussions and/or conferences with the CONSULTANT and other County departments and agencies not requiring the actions of the DISTRICT's governing body. A written summary of conclusions reached at any such conference may be required of the CONSULTANT by the DISTRICT's representative.

D. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.

E. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.

F. Release of Information to the Public: The CONSULTANT shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the DISTRICT. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; prevent the CONSULTANT from establishing or defending a claim.

G. Time of Completion: The CONSULTANT acknowledges and accepts the DISTRICT's Schedule in the Request For Qualifications. The CONSULTANT and the DISTRICT

shall establish milestones for all portions of the work. The mutually established dates shall be firmly maintained. The CONSULTANT shall confirm and update schedules as necessary and as described in the Request for Qualifications.

H. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance of interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California.

Engineering and Environmental Consulting Services for the Mockingbird Canyon to Harford Springs Regional Trail Project (Trails 8401)

Owner

Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Riverside, CA 92509

By:_____

Dated:_____

Attest:

Kecia Harper-Ihem,
Clerk of the Board

By:_____

Dated:_____

Consultant

IFC Jones & Stokes.
1776 Park Ave, Suite 146
Redlands, CA 92373

By:_____
David Freytag
Senior Vice President

Dated: 4/2/09

IFC Jones & Stokes acknowledges that they are in receipt of Exhibit 4, "Request for Qualifications #Trails 8401."

By:_____

Dated:_____

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE 4/13/09

EXHIBIT 1

CONSULTANT FEES - FEE FORM, FEE SCHEDULE & COST ESTIMATE

STATEMENT OF QUALIFICATIONS FEE FORM
MOCKINGBIRD CANYON TO HARFORD SPRINGS REGIONAL TRAIL PROJECT
Engineering and Environmental Consulting Services

Name of Firm submitting this proposal:

Jones & Stokes Associates

Date: September 2, 2008

The consultant/contractor undersigned having carefully read and examined the entire Request for Qualifications document, and any addendum issued, reviewed any reference material available, and having carefully examined the site for the proposed project and related work, hereby proposes and agrees to furnish all design/environmental services, including; labor, material, equipment, transportation, tools and other necessary items to do and complete all the work requested for the project as set forth in the Request for Qualifications for the lump sum price(s) shown on this proposal.

The consultant is advised that this phase of project must be completed by March 2009.

The costs (each of the services to be provided) are to be based on a not-to-exceed lump sum basis, including all applicable taxes and expenses.

Item		Price
A.	**Trail Alignment Study**	$ 60,114
B.	**Environmental Compliance Documentation**	$ 167,894
TOTAL COST FOR THIS PROJECT		$ 228,008 (In Numbers)

Two hunderd twenty eight thousand eight **Dollars**
(In Words)

Consultant shall attach an hourly rate sheet to this form for use for extra services, if there is a need.

ICF Jones & Stokes
Fee Schedule

Riverside County Regional Park & Open-Space District

Labor Classifications	Per Hour
Senior Project Director	$200
Project Director	$180
Senior Consultant III	$150
Senior Consultant II	$140
Senior Consultant I	$130
Associate Consultant III	$120
Associate Consultant II	$110
Associate Consultant I	$100
Assistant Consultant	$80
Technician	$55
Administrative Technician	$55
Intern	$50
Other Direct Expenses	
Report Production: 8.5" x 11" Color photocopying	$0.89/page
Report Production: 8.5" x 11" black & white photocopying	$0.08/page
Automobile mileage at current IRS rate or	$0.505/mile
Laptop computer (field projects only)	$10.00/day
A general and administrative charge of 10%will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at $160.00/day. A lodging surcharge will apply in high rate areas.	
Prompt Payment	
Jones & Stokes Associates clients may reduce any current invoice by (1%) of the billed amount if payment is made within 10 business days of receipt of said invoice.	
Billing rates are subject to revision effective January 1 of each year	

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 307B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
March 10, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 846 – (Agricultural Amendment) – Applicant: Brookfield California Land Holdings- Fourth Supervisorial District – Lower Coachella Valley Zoning District – Eastern Coachella Valley Area Plan: Agriculture: Agriculture (AG) (10 Acre Minimum), Community Development: Public Facilities (PF) (less than 0.60 Floor to Area Ratio) and Light Industrial (LI) (0.25 to 0.60 Floor to Area Ratio) – 612.1 Gross Acres – Location: Southerly of Avenue 57, westerly of Fillmore Street, northerly or Avenue 60 and easterly of Polk Street - Zoning: Heavy Agriculture- 20 Acre Minimum (A-2-20), Manufacturing- Service Commercial (M-SC) – **REQUEST:** The General Plan Amendment proposes to eliminate the land use designation of Community Development Light Industrial (LI)(0.25-.060 FAR) and would establish a Community Development Specific Plan on the 164.9 gross acre project site. The Specific Plan will include medium and high density single family and multi family residential development as well as recreational and conservation open space uses. – APN: 757-200- (001, 002, 003), 757-210- (003, 004, 005, 015, 017, 018, 020, 021, 022, 023, 024, 025, 026, 027)- Related Cases SP369, CZ7481, GPA889(Trans Circ GPA)

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors adopt an order initiating the above referenced general plan amendment based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on every GPA application and submit it to the Board of Supervisors. Prior to the submittal to the Board, comments on the application are requested from the Planning

Damian Meins, Assistant Planning Director for,
Ron Goldman
Planning Director

RG:db

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 4/14/09
Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☐ Policy ☐ Consent

Prev. Agn. Ref. | **District:** Fourth | **Agenda Number:** 15.1

Commission, and the Planning Commission comments are included in the report to the Board. The Board will either approve or disapprove the initiation of proceedings for the GPA requested in the application. The consideration of the initiation of proceedings by the Planning Commission and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

Agenda Item No.:
Area Plan: Eastern Coachella Valley
Zoning District: Lower Coachella Valley
Supervisorial District: Fourth
Project Planner: Matt Straite
Planning Commission: March 4, 2009

General Plan Amendment No. 846
Applicant: Brookfield Land Holdings
Engineer/Rep.: T&B Planning

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
ADDENDUM DIRECTOR REPORT

PLANNING COMMISSION RECOMENDS:

Commissioners Roth and Porras had the following comments-

Commissioner Roth contended that the agriculture in the Southern Coachella Valley is being threatened by projects like this. He argued that Specific Plans disconnected from other development are growth inducing. He also argued that these developments are isolated islands of development, most often just residential, in a sea of agriculture. Absent any regional master planning, he is uncomfortable with the proposed development. He did state that this proposal made more sense than the other Southern Coachella valley Specific Plans given its proximity to other Community Development designations.

The Commissioner went on to discuss the need for jobs in the Southern Coachella Valley and highlighted the fact that the Specific Plans being proposed, this one included, seem to lack the higher paying jobs that this area needs.

Chairman Porras argued that the County should not force an agri-business that is not viable. He also requested that tables be included in the final staff reports that show what percentage of the Agricultural General Plan Land Use designations are being removed by each respective project.

No other Commissioners had any comments.

Agenda Item No.: 8.7
Area Plan: Eastern Coachella Valley
Zoning District: Lower Coachella Valley
Supervisorial District: Fourth
Project Planner: Matt Straite
Planning Commission: March 4, 2009

General Plan Amendment No. 846
Applicant: Brookfield Land Holdings
Engineer/Rep.: T&B Planning

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
DIRECTOR REPORT

PROJECT DESCRIPTION AND LOCATION:

General Plan Amendment No. 846 proposes to eliminate the land use designation of Agriculture (AG) (10 Acre Minimum), Community Development: Public Facilities (PF) (less than 0.60 Floor to Area Ratio) and Light Industrial (LI) (0.25 to 0.60 Floor to Area Ratio) and would establish a Community Development Specific Plan on the 612.1 gross acre project site. The Specific Plan will include medium and high density single family and multi family residential development as well as recreational and conservation open space uses.

The proposed project is located in the Eastern Coachella Valley Area Plan, more specifically the project is southerly of Avenue 57, westerly of Fillmore Street, northerly or Avenue 60 and easterly of Polk Street.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on all GPA applications and submit them to the Board of Supervisors. Prior to the submittal to the Board, comments on the applications will be requested from the Planning Commission, and the Planning Commission comments will be included in the report to the Board. The Board will either approve or disapprove the initiation of the proceedings for the GPA requested in the applications.

The consideration of the initiation of proceedings pursuant to this application by the Planning Commission and the Board of Supervisors will not involve a noticed public hearing. The Planning Department, however, did notify the applicant by mail of the time, date and place when the Planning Commission will consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings of this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance. This particular GPA application is an Agriculture and Entitlement/Policy GPA, under Section 2.4.

Additionally, refer to the attached Worksheets for General Plan Amendment Initiation Consideration Analysis.

GENERAL PLAN ADMINISTRATIVE ELEMENT FINDINGS:

In order to support the initiation of a proposed General Plan Amendment it must be established that the proposal could possibly satisfy certain required findings. The Administration Element of the General Plan explains that there are four categories of amendments, Technical, Entitlement/Policy, Foundation, and Agriculture. Each category has distinct required findings.

General Plan Amendment No. 846 falls into two categories, Agriculture and Entitlement/Policy. Each will be addressed separately below.

Agriculture-

The required Agriculture Amendment findings must be made for those sections of the proposal that will be changing from an Agriculture Foundation to a Community Development designation. The required findings for this section of the analysis are-

1) The amendment would contribute to the achievement of the purposes of the General Plan.

2) The amendment would not be detrimental to the purposes of the General Plan.

Additionally, the Agriculture foundation allows up to seven (7) percent of all the land within one of three designated areas to be converted to another Foundation and Land Use designation during a two and a half year cycle. In the event that the seven percent threshold has been exceeded, an Agricultural Task Force would review the project.

The proposed amendment is located in the Eastern Coachella Valley Area Plan, which is part of the "Palo Verde, Desert Center, and the Eastern Coachella" designated area, one of the three designated areas prescribed by the Administration Element. The seven percent threshold within this designated area is triggered when the project is placed on a Board agenda for an action, not including the General Plan Initiation process. Given the size of the proposed Amendment, it is unlikely that a review by the Agriculture Commission will be required; however, since the threshold is triggered when the project is before the Board, Staff is unable to ascertain if the project is beyond the seven (7) percent threshold.

Consideration Analysis:

First Required Agriculture Finding: Part of this proposal would change the Land Use designation from Agriculture to a Community Development Specific Plan; therefore, it must be established that a Community Development Specific Plan would contribute to the achievement of the purposes of the General Plan.

The proposed Amendment does achieve the purposes of the General Plan based on its location within the South Valley Implementation Plan area as reflected in the 2008 General Plan update. The region generally south of the Jackie Cochran Airport is experiencing growth that was not foreseen or accounted for in the 2003 General Plan. On February 7, 2006 the Board of Supervisors directed staff to develop a South Valley Implementation Program (SVIP) and Community Facilities Phasing and Funding Strategy. This program was intended to comprehensively study and ensure desirable land use, transportation and community facilities needs to foster a sustainable, well-planned and livable community in this rapidly urbanizing area of the County. The program will create an overlay that will contain alternative land uses, employable to the land owner by filling for a General Plan Amendment.

The South Valley Implementation Program planning area covers an area southeast of the City of La

Quinta and is bounded on the west by Harrison Street, on the north by the cities of Indio and Coachella, on the south by Avenue 66, and on the east generally by State Route 86 and lands associated with the Specific Plans 350 and 362. The area is characterized by heavy agricultural activity, including date, citrus groves, and row crops in a rural setting.

The proposed Amendment is located within the boundaries of the SVIP. The proposed residential Community Development Specific Plan would place populations near the existing Thermal Community, the City of Coachella to the north and near critical facilities like the airport and the College of the Desert. The General Plan also identifies areas near the site that are set aside for light industrial and commercial, job generating uses.

The proposed Amendment is also about two miles west of Tribal native lands and allottee lands of the Cabazon Band of Mission Indians. This area is designated as "Areas Subject to Indian Jurisdiction" by the Riverside County General Plan. Uses planned for the site include light industrial use which would result in job creation.

Given the existing community, the SVIP, and the Tribal areas to the east, it is possible that the findings can be made that the proposed Amendment is an appropriate outgrowth of the SVIP vision and an opportunity to implement many aspects of the General Plan 2008 update as embodied in the SVIP.

Second Required Agriculture Finding: The Agricultural Foundation changes of the proposed Amendment must not be detrimental to the purposes of the General Plan. This section is looking only at the Agricultural Foundation changes, the Community Development analysis will follow. The intent of the Agricultural Foundation is to protect the Agricultural industry in the County. As previously mentioned, the General Plan uses a seven (7) percent threshold before the Agricultural Commission review is required. The Agriculture Commission is composed of members of the Agriculture industry. The intent is to insure that the industry members themselves help guide the future of their industry.

The seven percent threshold is applied as the project is scheduled for discretionary action by the Board of Supervisors. Several projects are in process in the Eastern Coachella Valley. It is not very likely that the proposed Amendment will exceed the seven percent threshold depending on the sequence of other project approvals. A review by the Agricultural Commission may be required, at the direction of the Board.

Entitlement/Policy-

The Administration Element of the General Plan explains that the first two findings and any one or more of the subsequent findings would justify an **entitlement/policy amendment**. The findings for an Entitlement/Policy Amendment are:

a. The proposed change does not involve a change in or conflict with:
   (1) The Riverside County Vision;
   (2) Any General Plan Principle; or
   (3) Any Foundation Component designation on the General Plan
b. The proposed amendment would either contribute to the achievement of the achievement of the purposes of the General Plan or, at a minimum, would not be detrimental to them.
c. Special circumstances or conditions have emerged that were unanticipated in preparing the General Plan.
d. A change in policy is required to conform to changes in state or federal law or applicable findings of a court of law.

e. An amendment is required to comply with an update of the Housing Element or change in State Housing Element law.
f. An amendment is required to expand basic employment job opportunities (jobs that contribute directly to the County's economic base) and that would improve the ratio of jobs-to-workers in the County.
g. An amendment is required to address changes in public ownership of land or land not under Board of Supervisors' land use authority.

Consideration Analysis:

First Required Finding: The first required finding explains that the proposed Amendment must not involve a change in or conflict with the Riverside County Vision; any General Plan Principle; or any Foundation Component designation in the General Plan.

A. The proposed change does not conflict with:

(1) The Riverside County Vision.

As previously indicated the proposed Amendment area was originally envisioned to maintain its agricultural uses. However, the efforts of the South Valley Implementation Program (SVIP), and the Board actions taken to implement that vision, changed the character and vision of area. Given that this proposal is within and consistent with the SVIP, it is consistent with the vision of the area as reflected in the SVIP and the General Plan 2008 update.

(2) Any General Plan Principle.

Given staffs review and the extreme flexibility a Specific Plan affords, it is possible that the proposed designation could satisfy each of the General Plan Principals and Policies.

(3) Any Foundation Component designation in the General Plan.

This aspect of the project would be within the same Community Development Foundation. Thus, the proposed Amendment is consistent with the Community Development Foundation.

Second Required Finding: The second General Plan Administrative Element finding explains that the proposed Amendment must either contribute to the achievement of the purposes of the General Plan or, at a minimum, not be detrimental to them.

The proposed Amendment is consistent with the SVIP and the uses prescribed therein. The proposed Amendment is contiguous with another application for a Specific Plan in an area of the County that has been slated for increased development, clustered around an airport and near a future college site and major transportation infrastructure. Thus, the proposed Amendment is consistent with the General Plan and the proposed General Plan 2008 update, as embodied in the SVIP.

Third Required Finding: In addition to the two, the General Plan indicates that an additional finding, from a list of five, must also be made.

The appropriate additional finding for the proposed Amendment is "Special circumstances or conditions have emerged that were unanticipated in preparing the General Plan." The SVIP effort, and its inclusion

in the General Plan update illustrate how this area is changing in ways that were not anticipated in the 2003 General Plan. This proposed Amendment is consistent with County efforts to update the uses in this area.

SUMMARY OF FINDINGS:

1.	Existing General Plan Land Use (Ex. #6):	Agriculture (AG) (10 Acre Minimum), Community Development: Public Facilities (PF) (less than 0.60 Floor to Area Ratio) and Light Industrial (LI) (0.25 to 0.60 Floor to Area Ratio)
2.	Existing Zoning (Ex. #2):	Heavy Agriculture- 20 Acre Minimum (A-2-20), Manufacturing- Service Commercial (M-SC)
3.	Surrounding Zoning (Ex. #2):	Manufacturing Service Commercial (M-SC) and Light Agriculture- 10 Acre Minimum (A-1-10) to the north, Heavy Agriculture 20 Acre Minimum (A-2-20) to the south, Watercourse, Watershed and Conservation Areas (W-1) to the east, and Manufacturing Service Commercial (M-SC) to the west.
4.	Existing Land Use (Ex. #1):	Vacant
5.	Surrounding Land Use (Ex. #1):	Scattered single family residential development to the north, Jackie Cochran Airport to the west, the Whitewater Canal to the east and Agriculture and vacant land to the south.
6.	Project Data:	Total Acreage: 612.1 Gross Acres

RECOMMENDATIONS:

The Planning Director recommends that the appropriate findings per the General Plan Administration Element can be made and that the Planning Commission recommend to the Board of Supervisors to adopt an order initiating proceedings for General Plan Amendment No. 846. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

INFORMATIONAL ITEMS:

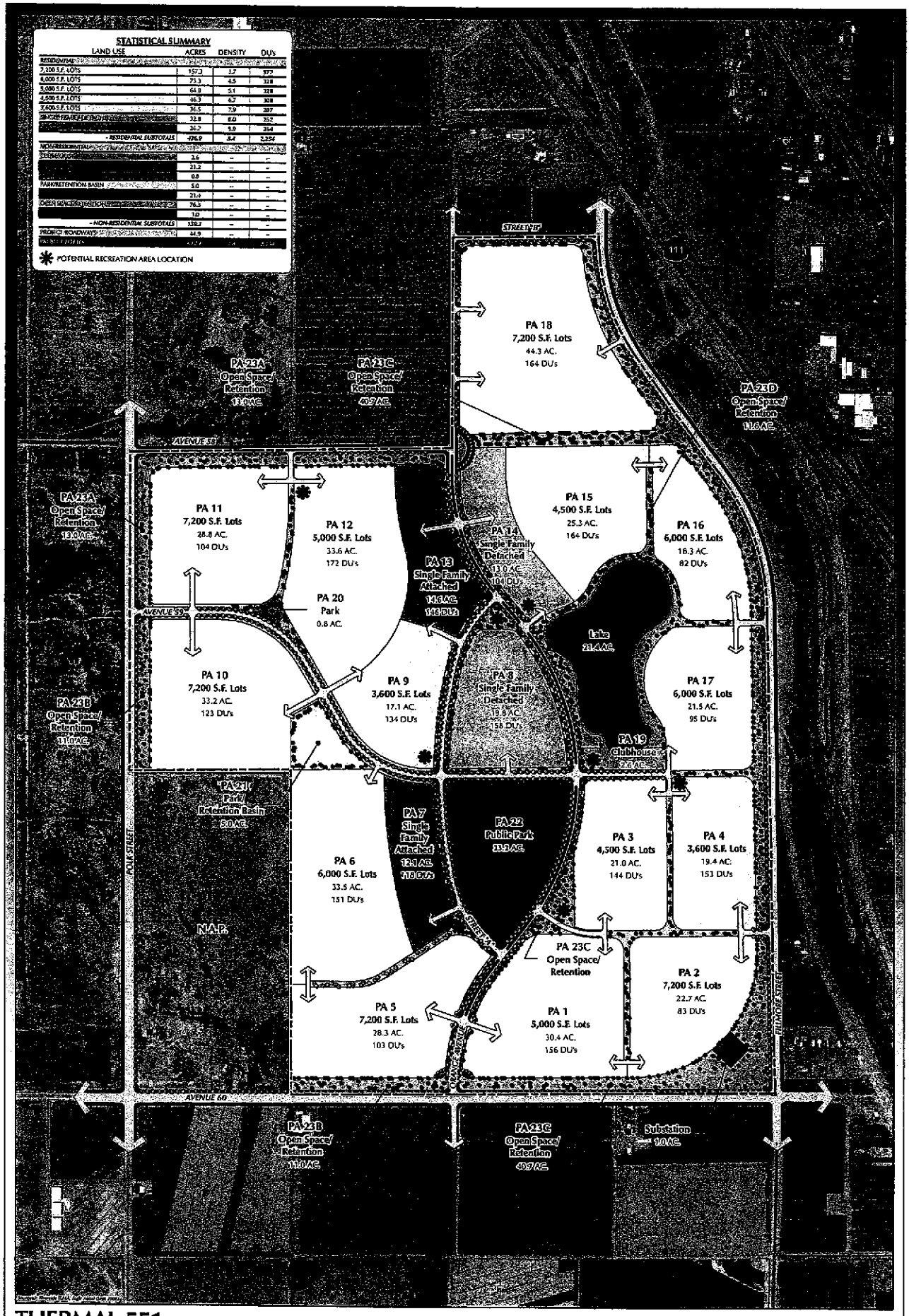
1. As of this writing, no letters, in support or opposition have been received.

2. The project site is not located within:
   a. A city sphere of influence;
   b. The Stephens Kangaroo Rat Fee Area;
   c. A High Fire Area;
   d. A Dam Inundation Area,
   e. A Fringe Toed Lizard Fee Area or Sand Source Preserve; or,
   f. An area drainage plan area.

3. The project site is located within:
   a. County service area Thermal 125;

b. The Thermal and Jackie Cochran Airport Redevelopment Area;
c. The boundaries of the Coachella Valley Unified;
d. The Whitewater Watershed;
e. An area of high (high B) paleontological sensitivity;
f. An area susceptible to subsidence; and,
g. An area of high liquefaction potential.

4. The subject site is currently designated as Assessor Parcel Number's: 757-200- (001, 002, 003), 757-210- (003, 004, 005, 015, 017, 018, 020, 021, 022, 023, 024, 025, 026, 027).



THERMAL 551

FIGURE 1

LAND USE PLAN

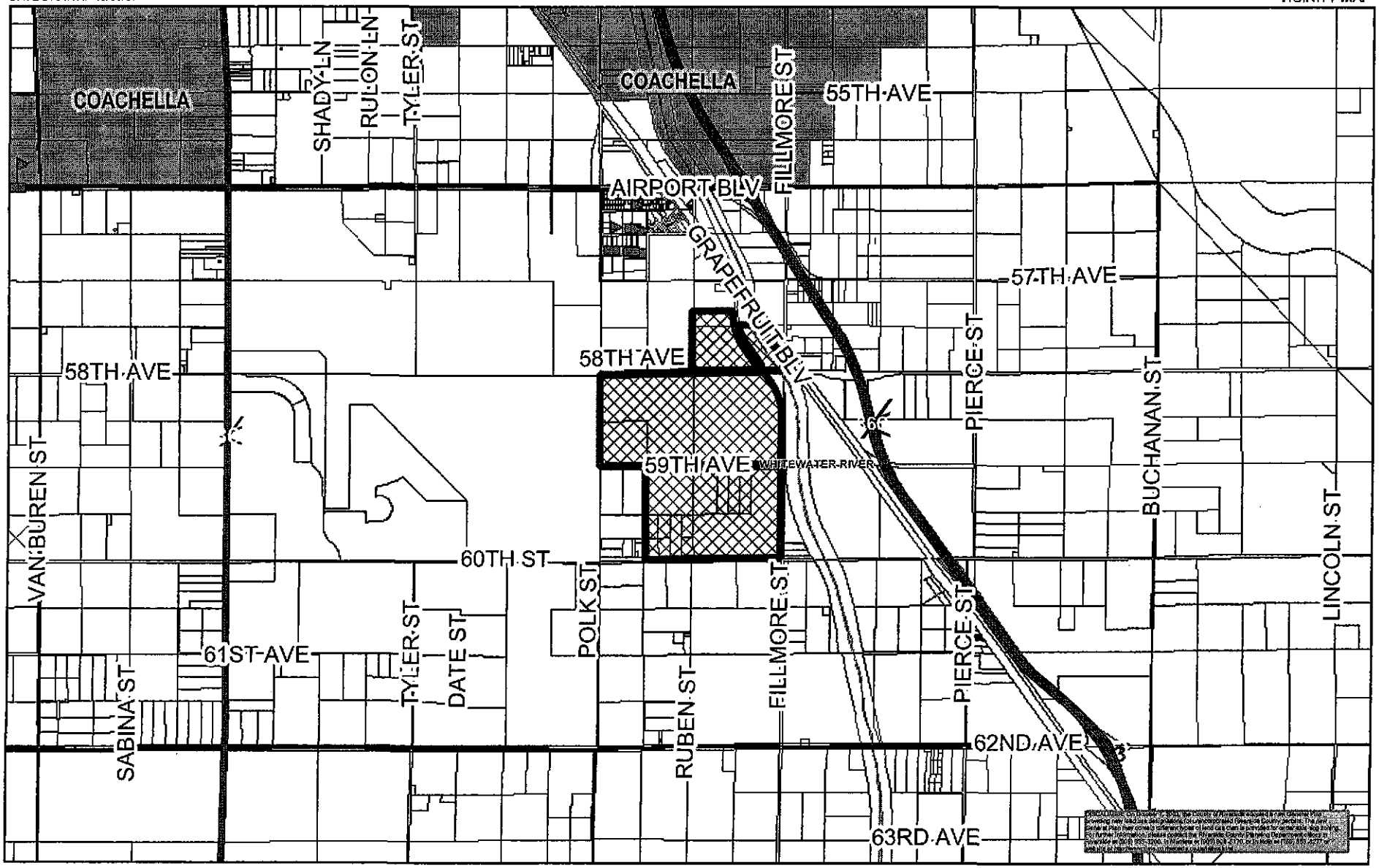
T&B PLANNING

Supervisor Wilson
District 4
DATE DRAWN: 10/30/07

CZ07481 GPA00846 SP00369

VICINITY MAP

Planner: Matt Straite
Date: 10/31/07
VICINITY MAP



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: **Lower Coachella Valley**
Township/Range: **T6SR8E**
Section : 27

0 4,000 8,000 16,000 24,000 Feet

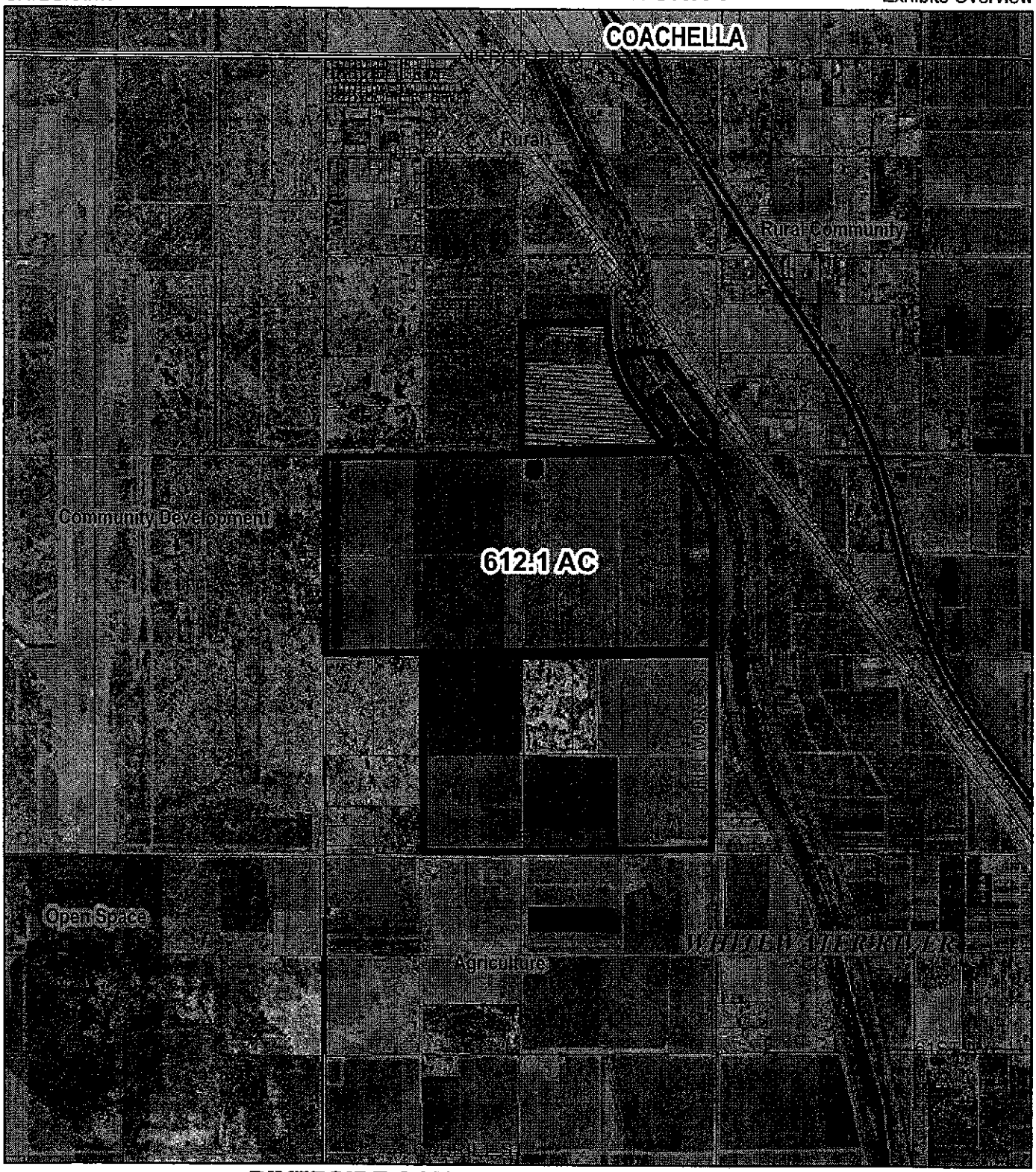
ASSESSORS BK. PG. **757-20 & 21**
THOMAS BROS.PG **5531 G6**

Supervisor Wilson
District 4
DATE DRAWN 10/30/07

CZ07481 GPA00846 SP00369

DEVELOPMENT OPPORTUNITY

Planner: Matt Straite
Date: 10/31/07
Exhibits Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

District Plan: Lower Coachella Valley

Township/Range: T6SR8E

SECTION: 27

N W E S

0 1,400 2,800 5,600 8,400 Feet

ASSESSORS BK. PG. 757-20&21

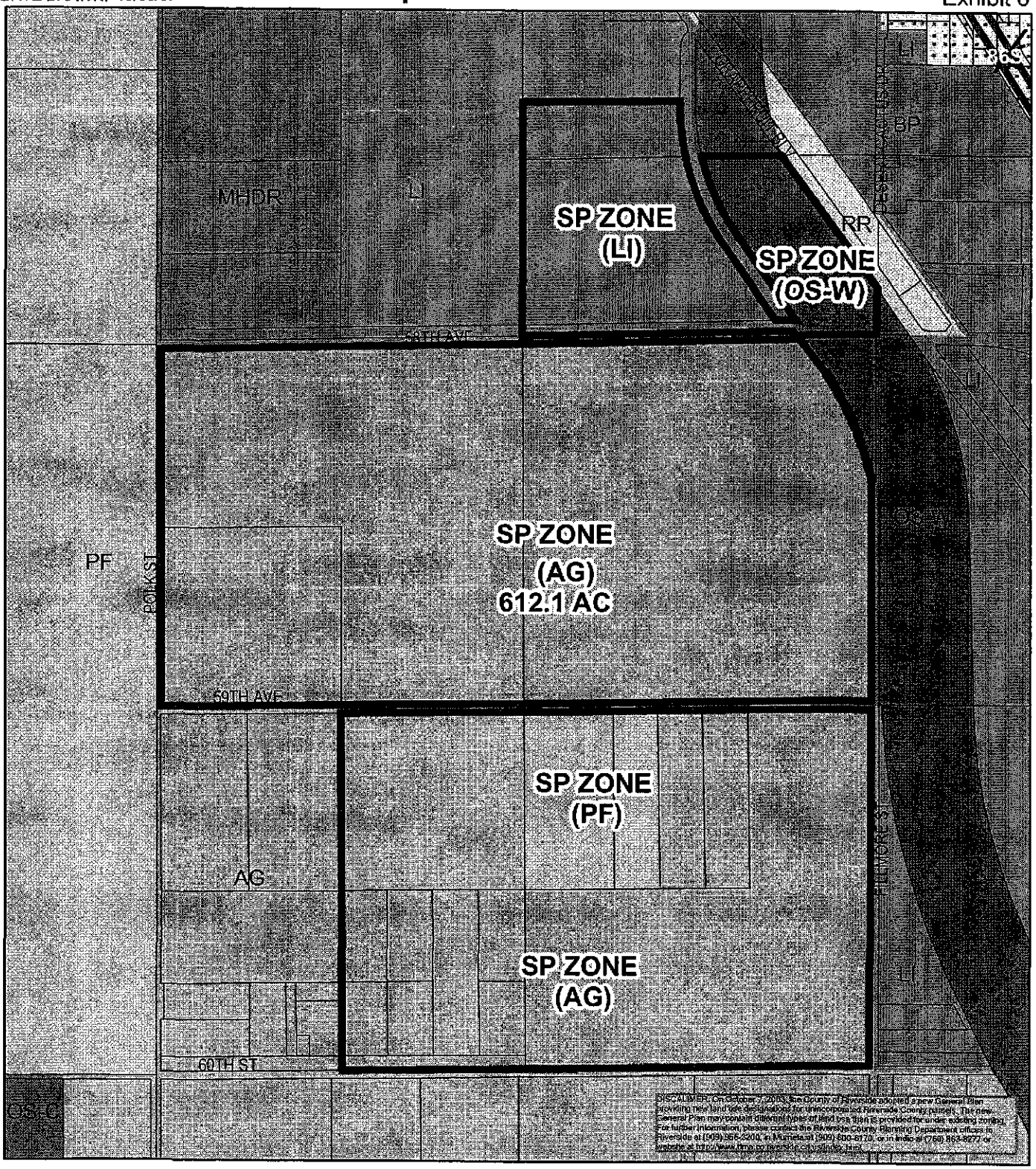
THOMAS BROS.PG 5531 G6

Supervisor Wilson
District 4
DATE DRAWN: 10/30/07

CZ07481 GPA00846 SP00369

Proposed General Plan

Planner: Matt Straite
Date: 10/31/07
Exhibit 6



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: Lower Coachella Valley

Township/Range: T6SR8E

Section : 27

ASSESSORS BK. PG. 757-20 & 21

THOMAS BROS.PG 5531 G6

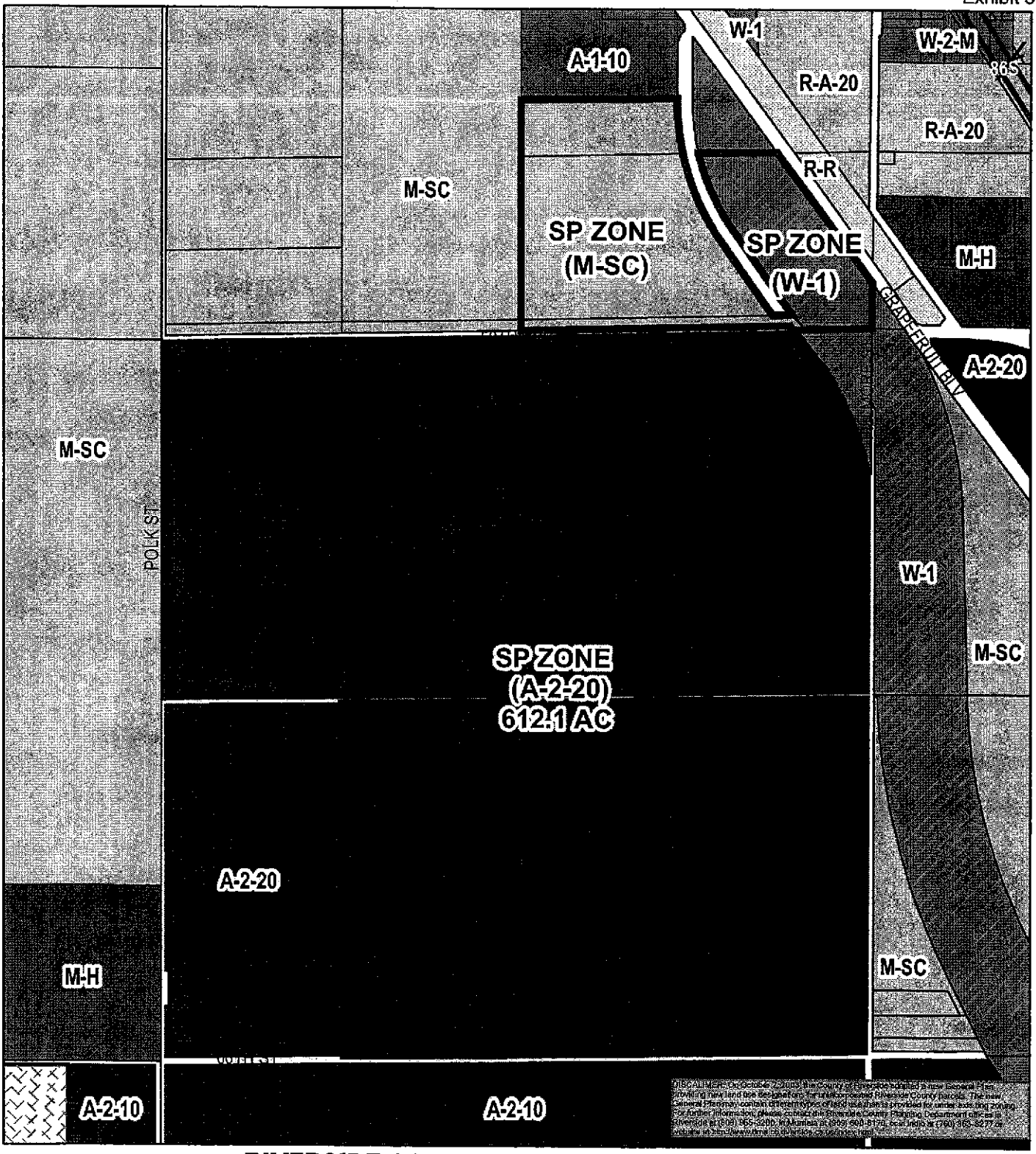
0 750 1,500 3,000 4,500 Feet

Supervisor Wilson
District 4
DATE DRAWN: 10/30/07

CZ07481 GPA00846 SP00369

PROPOSED ZONING

Planner: Matt Straite
Date: 10/31/07
Exhibit 3



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: Lower Coachella Valley
Township/Range: T6SR8E
Section : 27

N
W E
S

0 700 1,400 2,800 4,200
Feet

Assessors Bk. Pg. 757-20 & 21

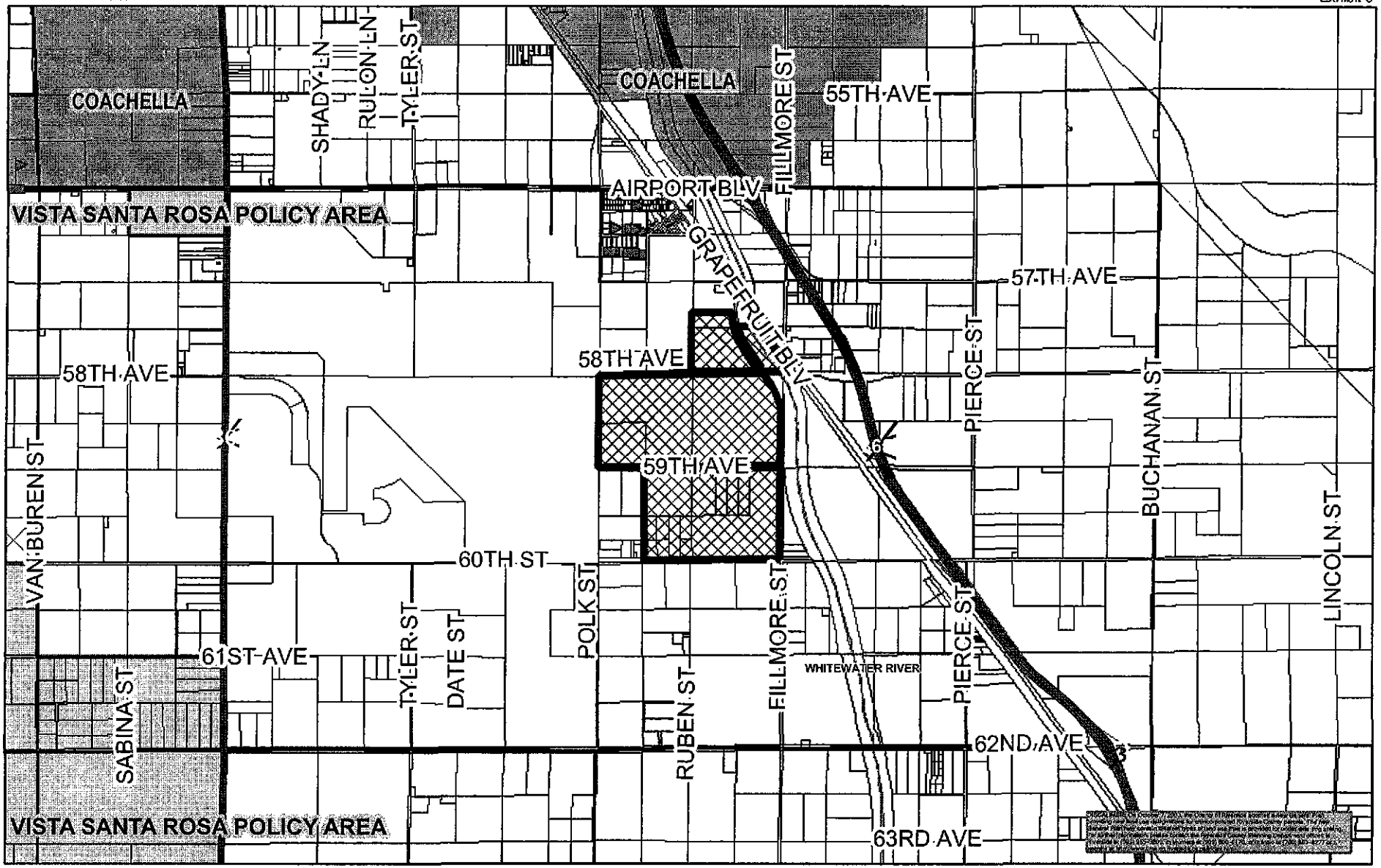
Thomas Bros. Pg. 5531 G6

Supervisor Wilson
District 4
DATE DRAWN: 10/30/07

CZ07481 GPA00846 SP00369

POLICY AREAS

Planner: Matt Straite
Date: 10/31/07
Exhibit 8



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: Lower Coachella Valley
Township/Range: T6SR8E
Section : 27

0 4,000 8,000 16,000 24,000 Feet

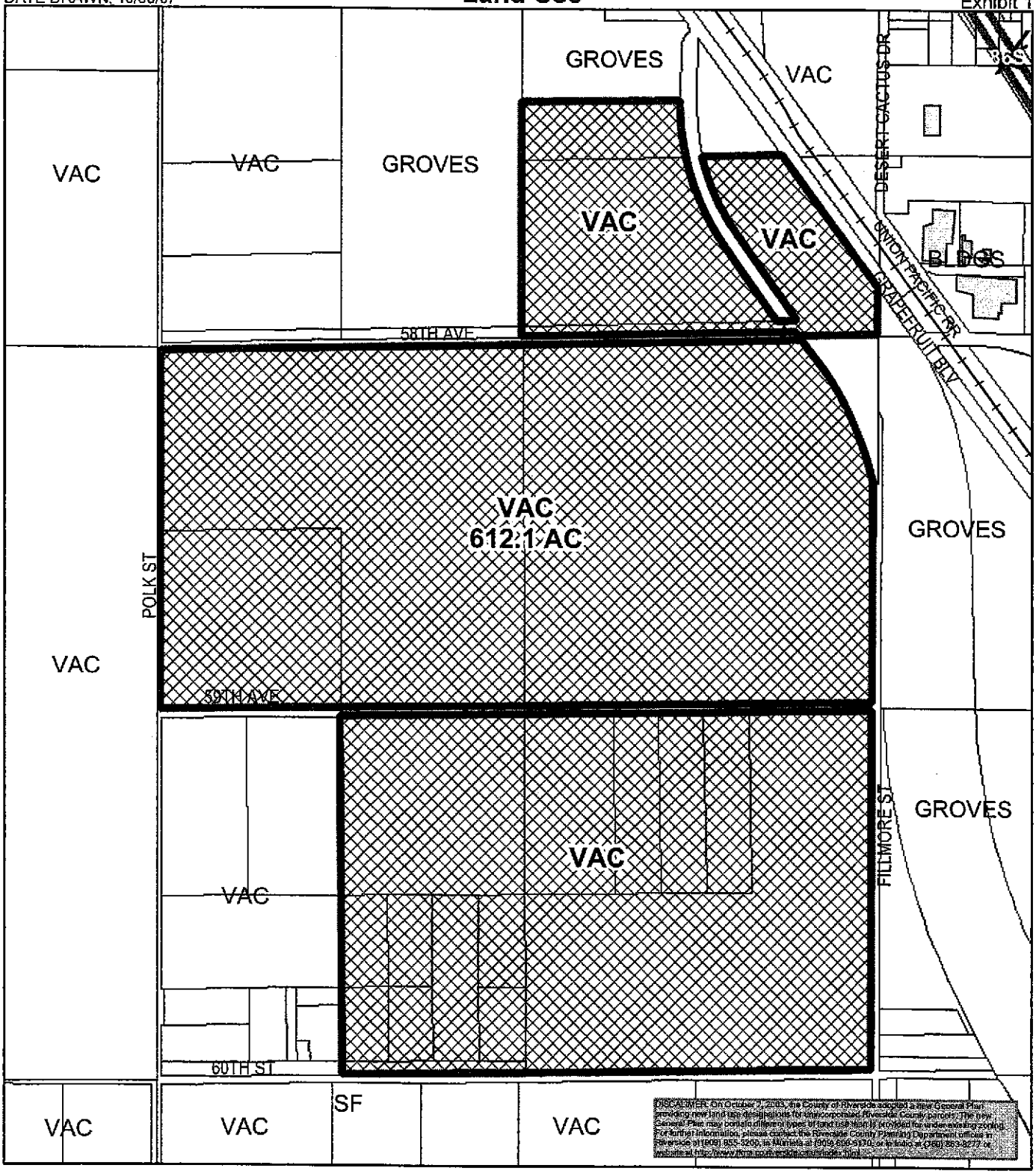
ASSESSORS BK. PG. 757-20 & 21
THOMAS BROS.PG 5531 G6

Supervisor Wilson
District 4
DATE DRAWN: 10/30/07

CZ07481 GPA00846 SP00369

Land Use

Planner: Matt Straite
Date: 10/31/07
Exhibit 1



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County property. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (909) 955-3200, in Murrieta at (909) 600-6210, or in Indio at (760) 863-8277 or website at: http://www.tlma.co.riverside.ca.us/index.html

RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: Lower Coachella Valley

Township/Range: T6SR8E

Section : 27

N
W E
S

ASSESSORS BK. PG. 757-20 & 21

THOMAS BROS.PG 5531 G6

0 700 1,400 2,800 4,200 Feet

ENTITLEMENT / POLICY AMENDMENT

Case No. **GPA00846** Supervisorial District: Fourth Existing Zoning: Heavy Agriculture- 20 Acre Minimum (A-2-20), Manufacturing- Service Commercial (M-SC)

Area Plan: Eastern Coachella Valley Area Plan Acreage: 612.1 Gross Acres

EXISTING GENERAL PLAN DESIGNATIONS

Existing General Plan Foundation: Community Development and Agriculture

Existing General Plan Land Use Designation: Community Development: Public Facilities (PF) (less than 0.60 Floor to Area Ratio) and Light Industrial (LI) (0.25 to 0.60 Floor to Area Ratio), Agriculture (AG) (10 Acre Minimum).

Existing Policy Area(s) or Overlay(s): None

Existing Map(s) of Issue: No

Existing Text of Issue (cite GP page #, plus policy #, if applicable):

PROPOSED GENERAL PLAN CHANGES (For categories with no proposed change, write "N/A" on applicable line.)

Proposed General Plan Foundation: Community Development

Proposed General Plan Land Use Designation: Specific Plan

Proposed Change to Policy Area or Overlay: N/A

Proposed Change to Map (cite GP map name): N/A

Proposed Revision(s) to GP Text: (Attach redline/strike-out of text): N/A

CHECK LIST

Affected by	Yes	No	Comments
Coachella Valley MSHCP Conservation Area		X	
Western Riverside County MSHCP Cell		X	
Agricultural Preserve	X		Coachella Valley 18 and Coachella Valley 62
Airport Compatibility Zone	X		Jacqueline Cochran Regional Airport Zone D
Flood Plain (Zone A – 100 Year)	X		A portion of the project is within a 100 year flood zone along the canal frontage
FLT Sand Source Area or FLT Preserve		X	
Fault Zone		X	
Faults within ½ Mile		X	
Liquefaction Potential; Subsidence		X	High
High Fire Area		X	
Code Compliant		X	
MSHCP Conserved Land		X	
Access / Alternate Access Issues		X	
Water / Sewer Issues		X	
City Sphere of Influence		X	
Proposed Annexation/ Incorporation Area		X	
Other Issues* (see below)		X	

ENTITLEMENT/POLICY FINDINGS *(Check all that apply)*

Is there a *reasonable possibility* that the first two findings listed below and any one or more of the subsequent findings listed below can be made?*			
Finding	**Yes**	**No**	**Comment**
The proposed change does not involve a change in or conflict with: the Riverside County Vision; any General Planning Principle set forth in General Plan Appendix B; or any Foundation Component designation in the General Plan.	X		See Staff Report
The proposed amendment would either contribute to the purposes of the General Plan or, at a minimum, would not be detrimental to them.	X		See Staff Report
Special circumstances or conditions have emerged that were unanticipated in preparing the General Plan.	X		See Staff Report
A change in policy is required to conform to changes in state or federal law or applicable findings of a court of law.		X	
An amendment is required to comply with an update of the Housing Element or change in State Housing Element law.		X	
An amendment is required to expand basic employment job opportunities (jobs that contribute directly to the County's economic base) and that would improve the ratio of jobs-to-workers in the County.		X	
An amendment is required to address changes in ownership of land or land not under the land use authority of the Board of Supervisors.		X	

* **THE ADOPTION OF AN ORDER BY THE BOARD OF SUPERVISORS INITIATING AMENDMENT PROCEEDINGS SHALL NOT IMPLY ANY SUCH AMENDMENT WILL BE APPROVED.**

STAFF COMMENTS:

Department	Comments
Planning	*See Staff Report*
Transportation	N/A
EPD	N/A
Fire	N/A
Flood	N/A
Building and Safety	N/A
Geologist	N/A

AGRICULTURAL AMENDMENT

CYCLE: 2½ YEAR

Case No. **GPA00846** Supervisorial District: Fourth Existing Zoning: Heavy Agriculture- 20 Acre Minimum (A-2-20), Manufacturing- Service Commercial (M-SC)

Area Plan: Eastern Coachella Valley Area Plan Acreage: 612.1 Gross Acres

EXISTING GENERAL PLAN DESIGNATIONS

Existing General Plan Foundation: Community Development and Agriculture

Existing General Plan Land Use Designation: Community Development: Public Facilities (PF) (less than 0.60 Floor to Area Ratio) and Light Industrial (LI) (0.25 to 0.60 Floor to Area Ratio), Agriculture (AG) (10 Acre Minimum).

Existing Policy Area(s) or Overlay(s): None

Existing Map(s) of Issue: No

Existing Text of Issue (cite GP page #, plus policy #, if applicable):

PROPOSED GENERAL PLAN CHANGES

(For categories with no proposed change, write "N/A" on applicable line.)

Proposed General Plan Foundation: Community Development

Proposed General Plan Land Use Designation: Specific Plan

Proposed Change to Policy Area or Overlay: N/A

Proposed Change to Map (cite GP map name): N/A

Proposed Revision(s) to GP Text: (Attach redline/strike-out of text): N/A

CHECK LIST

Affected by	Yes	No	Comments

Coachella Valley MSHCP Conservation Area		X	
Western Riverside County MSHCP Cell		X	
Agricultural Preserve	X		Coachella Valley 18 and Coachella Valley 62
Airport Compatibility Zone	X		Jacqueline Cochran Regional Airport Zone D
Flood Plain (Zone A – 100 Year)	X		Along the channel
FLT Sand Source Area or FLT Preserve		X	
Fault Zone		X	
Faults within ½ Mile		X	
Liquefaction Potential; Subsidence	X		High to Very High
High Fire Area		X	
Code Compliant		X	
MSHCP Conserved Land		X	
Access / Alternate Access Issues		X	
Water / Sewer Issues		X	
City Sphere of Influence		X	
Proposed Annexation/ Incorporation Area		X	
Other Issues* (see below)		X	

* OTHER ISSUES:		
Item	***Policy***	***Discussion***
N/A		

AGRICULTURAL FINDINGS *(Check all that apply)*

Is there a reasonable possibility that the following findings can be made?*

Finding	Yes	No	Comment
The amendment would contribute to the achievement of the purposes of the General Plan.	X		See Staff Report
The amendment would not be detrimental to the purposes of the General Plan.	X		See Staff Report

* **THE ADOPTION OF AN ORDER BY THE BOARD OF SUPERVISORS INITIATING AMENDMENT PROCEEDINGS SHALL NOT IMPLY ANY SUCH AMENDMENT WILL BE APPROVED.**

STAFF COMMENTS:

Department	Comments
Planning	*See Staff Report*
Transportation	N/A
EPD	N/A
Fire	N/A
Flood	N/A
Building and Safety	N/A
Geologist	N/A

Applicant/Owner:
Brookfield California land Holdings
1522 Brookhollow Dr. Suite 1
Santa Ana CA 91705

Engineer/Representative:
T&B Planning
17542 East 17th Street Suite 100
Tustin CA 92780

Owner:

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 322B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
April 9, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 902 – Foundation-Regular – Applicant: Guy Etziony – Engineer/Representative: Mike Shoberg - Fourth Supervisorial District - Thousand Palms Zoning District - Western Coachella Valley Area Plan: Rural: Rural Residential (RUR-RR) (5 Acre Minimum) and Community Development: Light Industrial (CD-LI) (0.25- 0.60) – Location: Northerly of Vista Chino, easterly of Rio Del Sol Road and westerly of Sierra Del Sol - 70 Gross Acres - Zoning: Manufacturing- Service Commercial (M-SC) - **REQUEST:** This General Plan Amendment proposes to amend the Foundation Component of the subject site from Rural (RUR) to Community Development (CD) and to amend the General Plan Land Use designation of the subject site from Rural Residential (RR) (5 Acre Min. Lot Size) to Light Industrial (LI) (0.25-0.60 FAR) - APN(s): 648-030-015, 648-030-019

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors adopt an order initiating proceedings for the above referenced general plan amendment based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on every GPA application and submit it to the Board of Supervisors. Prior to the submittal to the Board, comments on the application are requested from the Planning Commission, and the Planning Commission comments are included in the report to the Board.

Ron Goldman
Planning Director

RG:TH

REVIEWED BY EXECUTIVE OFFICE
DATE 4/15/09
Tina Grande
Departmental Concurrence

☒ Policy ☒ Policy
☐ Consent ☐ Consent
Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref. | **District:** Fourth | **Agenda Number:** 15.2

Form 11p (Rev 03/28/06)

The Board will either approve or disapprove the initiation of proceedings for the GPA requested in the application. The consideration of the initiation of proceedings by the Planning Commission and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

Y:\AdvancedPlanning\2008FOUNDATIONCOMPONENTREVIEW\GPACases\GPA902\GPA00902BOSPackage\GPA00902Form 11a.doc

Agenda Item No.: 5.3
Area Plan: Western Coachella Valley
Zoning District: Thousand Palms
Supervisorial District: Fourth
Project Planner: Tamara Harrison
Planning Commission: August 12, 2008

General Plan Amendment No. 902
Applicant: Guy Etziony
Engineer/Representative: Mike Shoberg

COUNTY OF RIVERSIDE PLANNING DIRECTOR'S REPORT AND RECOMMENDATIONS

RECOMMENDATIONS:

The Planning Director recommended that the Board of Supervisors adopt an order initiating proceedings for General Plan Amendment No. 902 from Rural: Rural Residential to Community Development: Light Industrial and the Planning Commission made the comments below. The Planning Director continues to recommend initiation from Rural: Rural Residential to Community Development: Light Industrial. For additional information regarding this case, see the attached Planning Department Staff Report(s).

PLANNING COMMISSION COMMENTS TO THE PLANNING DIRECTOR:

The following comment(s) were provided by the Planning Commission to the Planning Director:

Commissioner John Roth: No Comments

Commissioner John Snell: No Comments

Commissioner John Petty: No Comments

Commissioner Jim Porras: Commissioner Porras commented that the application is appropriate given the similar uses in the area.

Commissioner Jan Zuppardo: No Comments

Agenda Item No.: 5.3
Area Plan: WCVAP
Zoning District: Thousand Palms
Supervisorial District: Fourth
Project Planner: Tamara Harrison
Planning Commission: August 12, 2008

General Plan Amendment No. 902
E.A. Number 41704
Applicant: Guy Etziony
Engineer/Rep.: Mike Shoberg

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

The applicant proposes to amend the General Plan Foundation and Land Use designations from "Rural: Rural Residential" (RUR:RR) (5 acre min.) and "Community Development: Light Industrial" (CD:LI) (0.25-0.60 FAR) to "Community Development: Light Industrial" (CD:LI) (0.25-0.60 FAR) for an approximately 70-acre site. The project is located westerly of Sierra Del Sol, northerly of Vista Chino and easterly of Rio Del Sol Road.

SUPPORT:

The subject parcel is located in the "Thousand Palms" community within the "Western Coachella Valley Area Plan." The adjacent land use designations are dominated by Light Industrial with the exception of a small portion of Rural: Rural Residential and Open Space: Conservation Habitat to the northwest and the western portions of the site. Multiple intense uses such as contractor storage yards surround the site, thus making the existing Rural: Rural Residential portions of the lot incompatible with the area. The proposal remains consistent with the character and the overall vision for the surrounding area and would not create any inconsistencies amongst the elements of the General Plan.

The development of many of the surrounding lots has created new circumstances that justify the proposal. Secondary access is available at the site as well.

RECOMMENDATION:

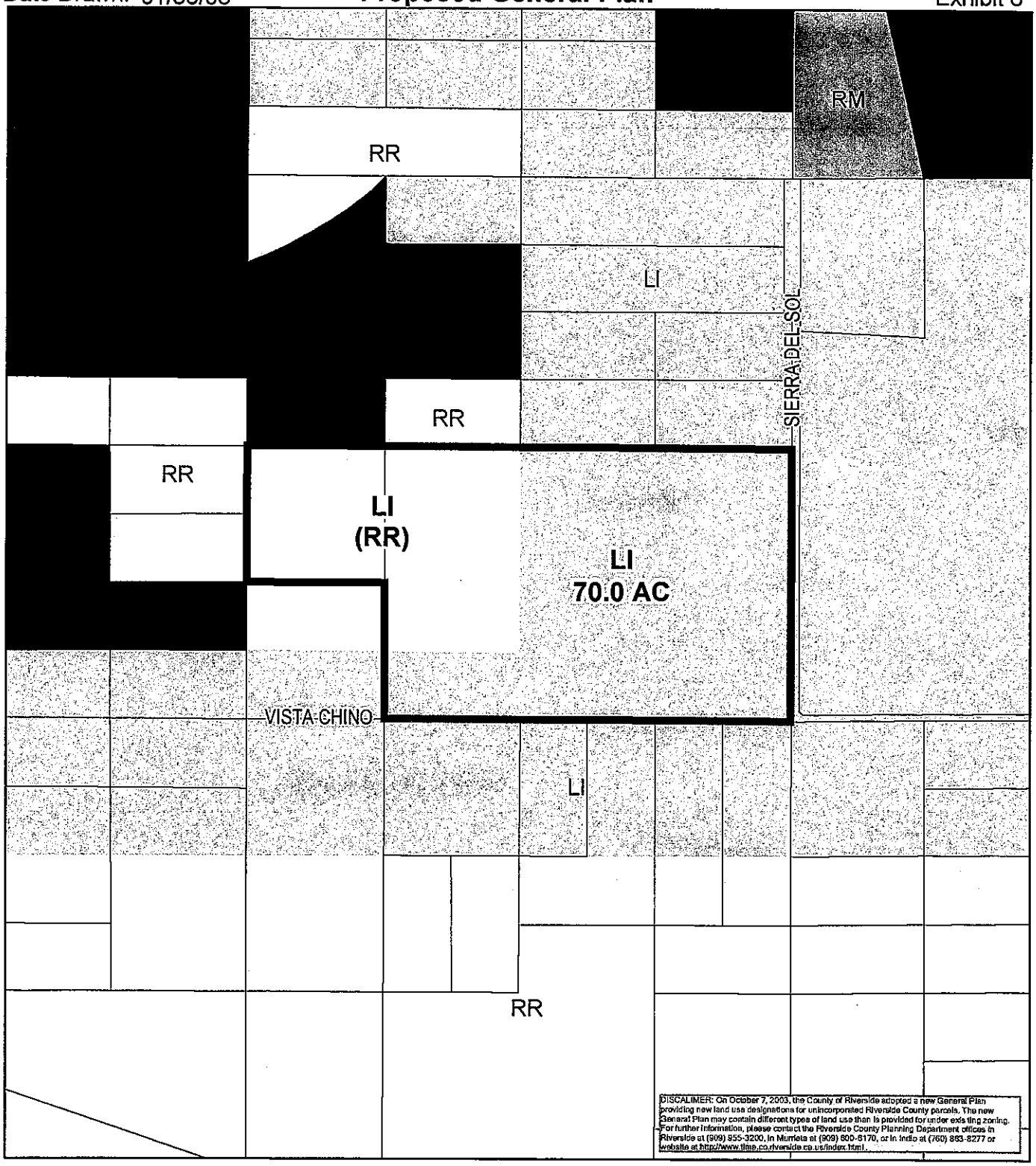
Comment that adoption of an order initiating proceedings for General Plan Amendment No. 902 from Rural: Rural Residential and Community Development: Light Industrial to Community Development: Light Industrial **would be appropriate**. The adoption of such an order does not imply that the proposed GPA will be approved.

Supervisor Wilson
District 4
Date Drawn: 01/30/08

GPA00902

Proposed General Plan

Planner: Amy Aldana
Date: 02/05/08
Exhibit 6



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Thousand Palms
Township/Range: T4SR6E
Section : 6

N
W E
S

0 400 800 1,600 2,400
Feet

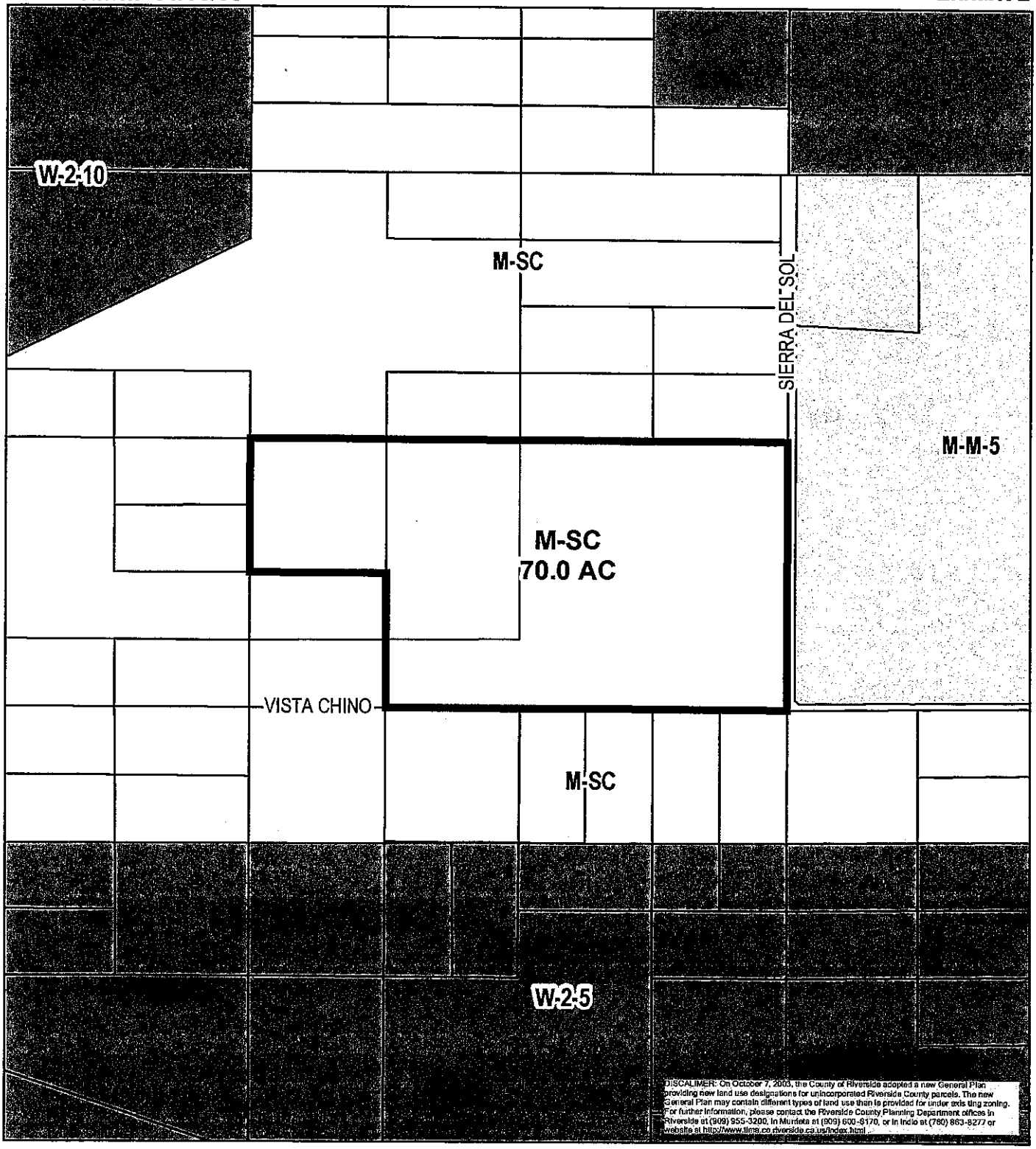
Assessors
Bk.Pg. 648-03
Thomas Bros. Pg. 758 D5

Supervisor Wilson
District 4
Date Drawn: 01/30/08

GPA00902

EXISTING ZONING

Planner: Amy Aldana
Date: 02/05/08
Exhibit 2



Zone
District: Thousand Palms
Township/Range: T4SR6E
Section : 6

RIVERSIDE COUNTY PLANNING DEPARTMENT

N
W E
S

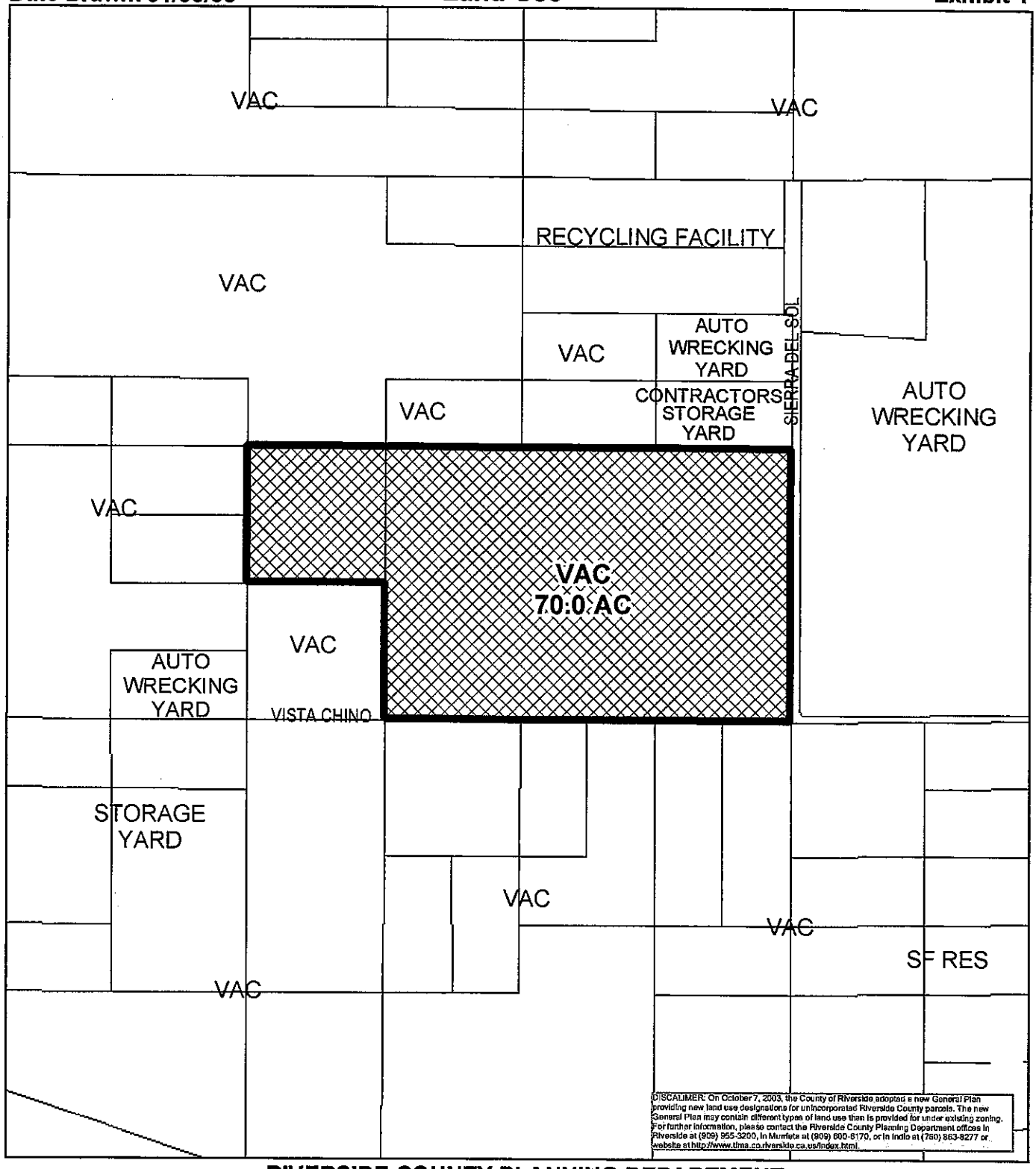
0 400 800 1,600 2,400
Feet

Assessors
Bk. Pg. 648-03
Thomas
Bros. Pg. 758 D5

Supervisor Wilson
District 4
Date Drawn: 01/30/08

GPA00902
Land Use

Planner: Amy Aldana
Date: 02/05/08
Exhibit 1



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone District: Thousand Palms
Township/Range: T4SR6E
Section : 6

Assessors Bk. Pg. 648-03
Thomas Bros. Pg. 758 D5

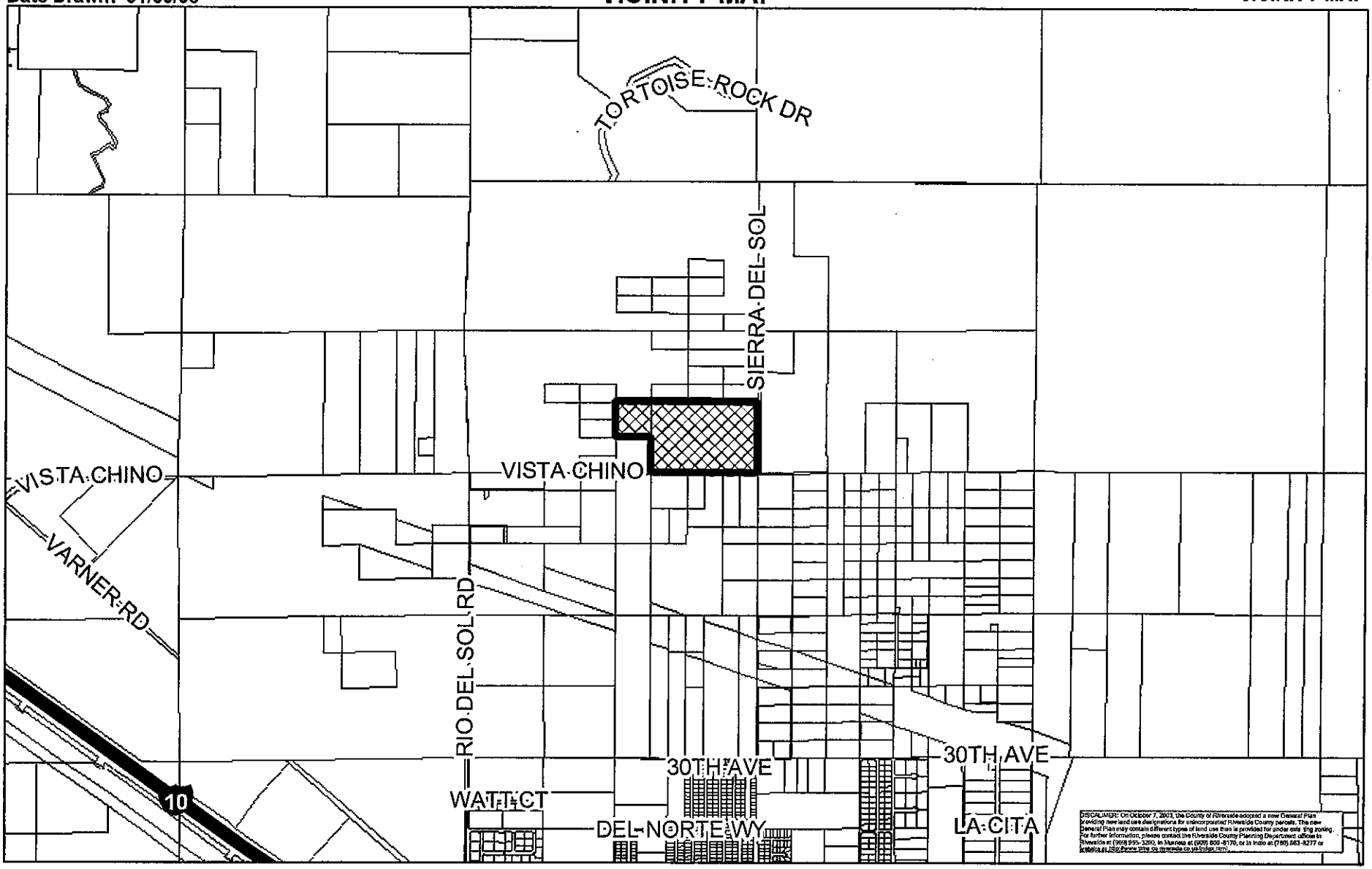
0 405 810 1,620 2,430
Feet

Supervisor Wilson
District 4
Date Drawn: 01/30/08

GPA00902

VICINITY MAP

Planner: Amy Aldana
Date: 02/05/08
VICINITY MAP



Zone
District: Thousand Palms
Township/Range: T4SR6E
Section : 6

RIVERSIDE COUNTY PLANNING DEPARTMENT

0 2,700 5,400 10,800 16,200 Feet

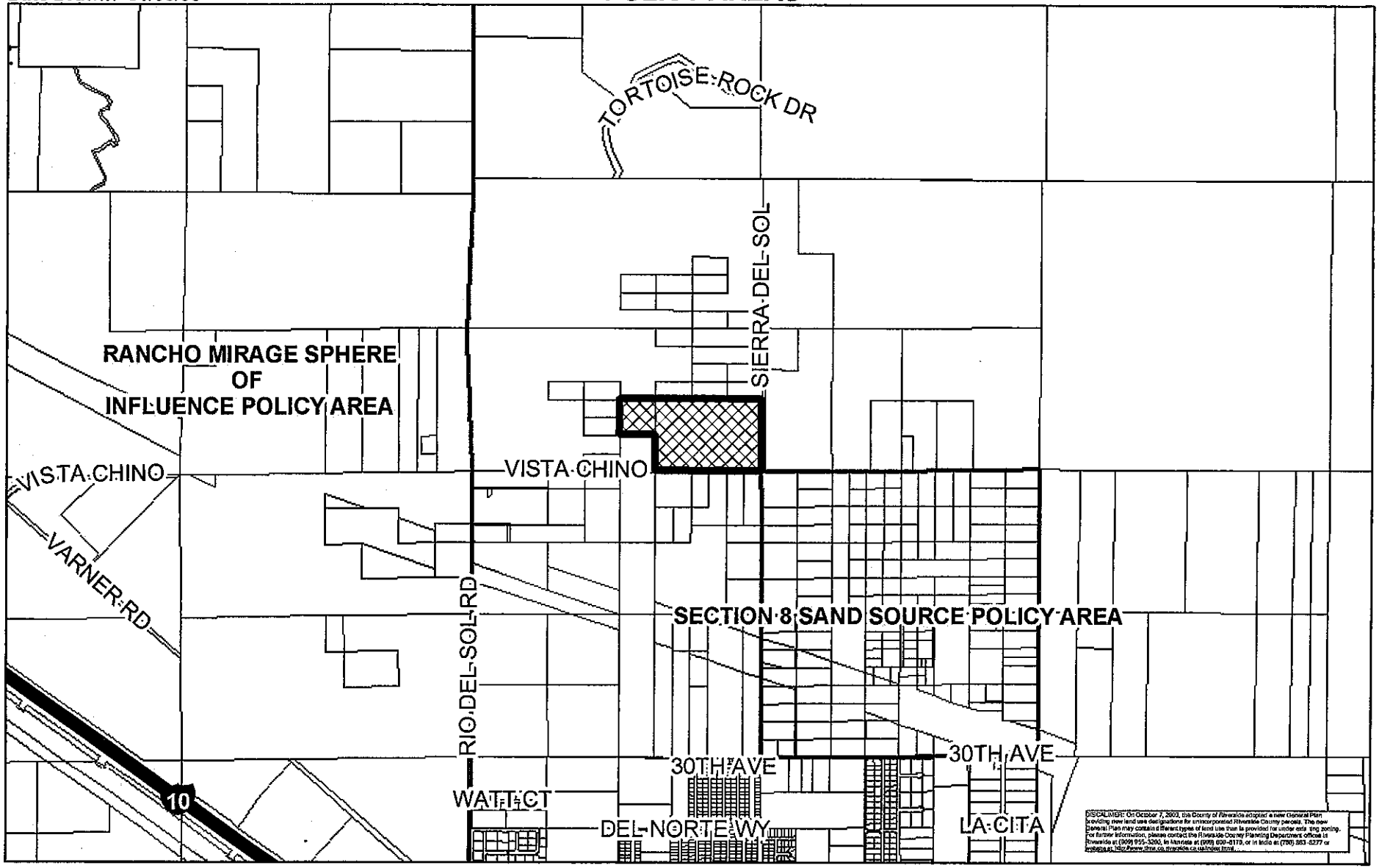
Assessors
Bk. Pg. 648-03
Thomas
Bros. Pg. 758 D5

Supervisor Wilson
District 4
Date Drawn: 01/30/08

GPA00902

POLICY AREAS

Planner: Amy Aldana
Date: 02/05/08
Exhibit 8



Zone
District: Thousand Palms
Township/Range: T4SR6E
Section : 6

RIVERSIDE COUNTY PLANNING DEPARTMENT

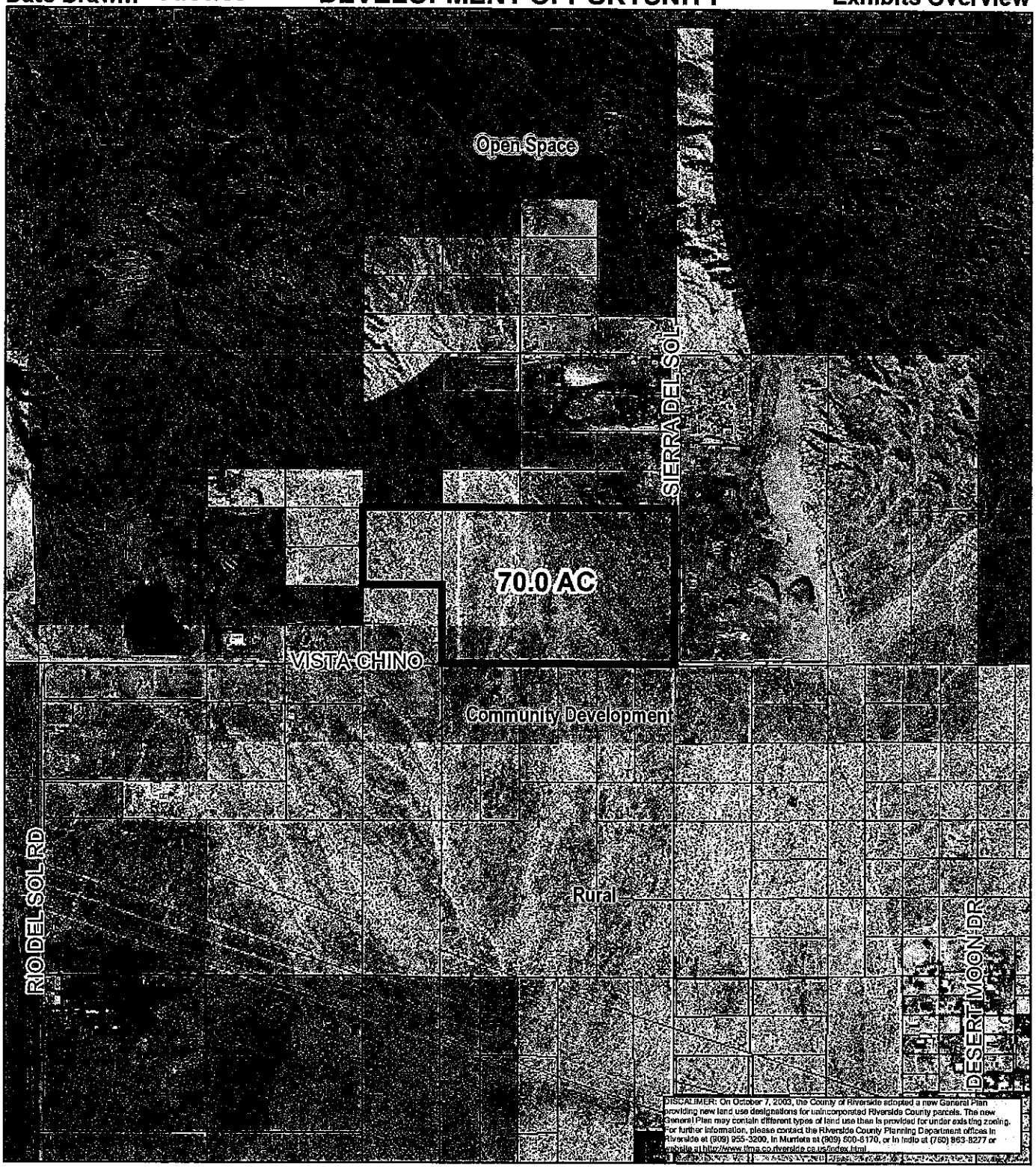
0 2,700 5,400 10,800 16,200 Feet

Assessors
Bk. Pg. 648-03
Thomas
Bros. Pg. 758 D5

Supervisor Wilson
District 4
Date Drawn: 01/30/08

GPA00902
DEVELOPMENT OPPORTUNITY

Planner: Amy Aldana
Date: 02/05/08
Exhibits Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

District
Plan: Thousand Palms
Township/Range: T4SR6E
Section: 6

Assessors
Bk. Pg. 648-03

Thomas
Bros. Pg. 758 D5

JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed.)

The 70 acre property owned by the applicant is currently partially designated for rural residential uses, but mostly designated for light industrial uses. The entire 70 acres is zoned for manufacturing. Considering that the property is adjacent to other industrial uses, it would not be a good area for residential. Therefore, the applicant is asking that the entire property by redesignated on the General Plan so that all the property is Light Industrial. No change of zone is needed.

III. AMENDMENTS TO POLICIES:

(Note: A conference with Planning Department staff is required before application can be filed. Additional information may be required.)

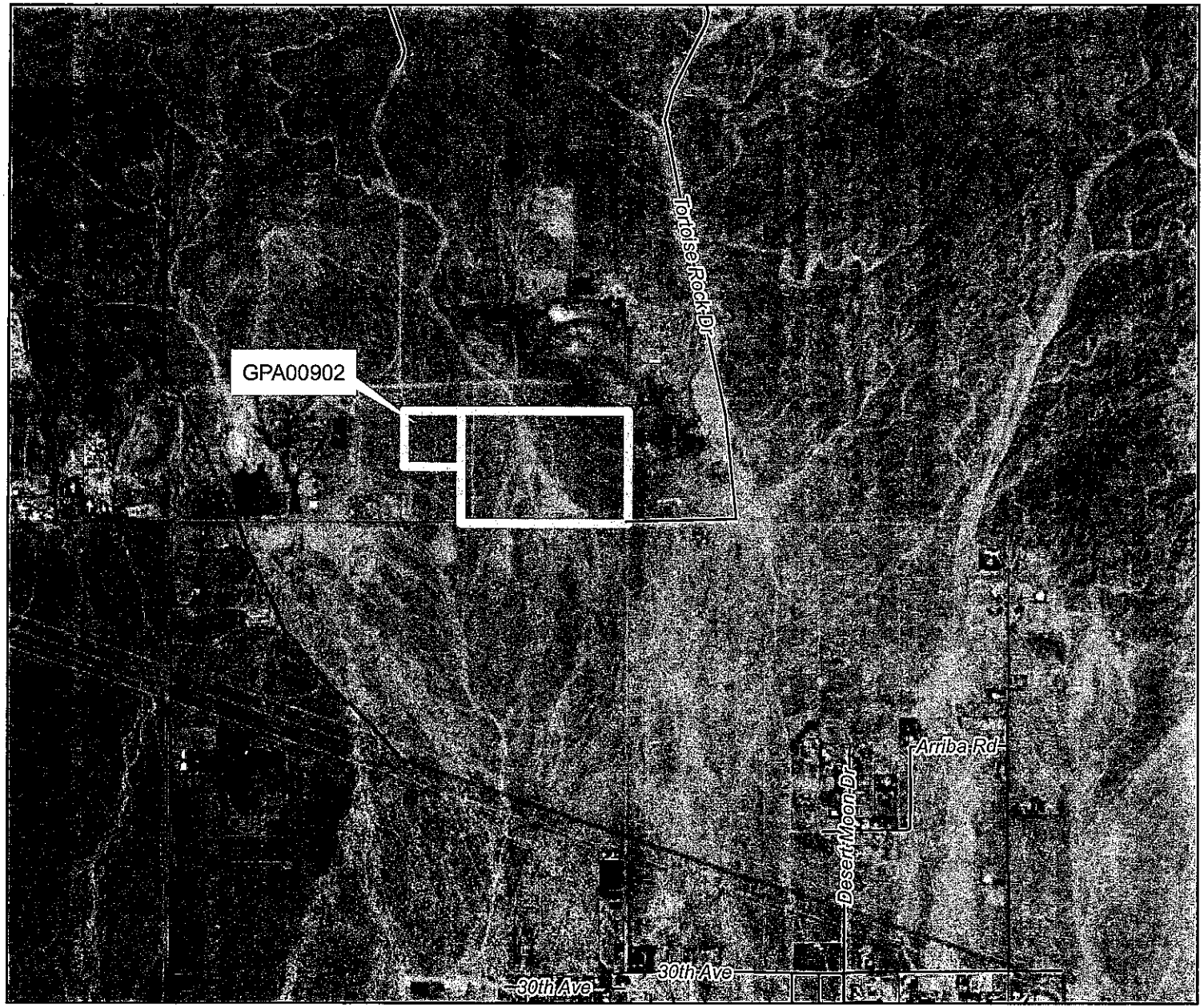
A. LOCATION IN TEXT OF THE GENERAL PLAN WHERE AMENDMENT WOULD OCCUR:

Element: N/A Area Plan: _____

B. EXISTING POLICY (If none, write "none." (Attach more pages if needed): _____

C. PROPOSED POLICY (Attach more pages if needed): _____

Riverside County Proposed General Plan Changes
Thousand Palms Area



Legend

- Highways
- Roads
- CVMSHCP Conservation Area
- CD-LI

N

CVAG

Map by
Nicholas Peihl,
Coachella Valley
Association of Governments

Map Document: (F:\npeihl\SDE Projects\CountyGP_PropChanges_1000Palms.mxd)
11/17/2008 -- 2:00:26 PM

0 0.125 0.25 0.5 0.75 1 Miles

Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. CVAG make s no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 3218

FROM: TLMA - Planning Department

SUBMITTAL DATE:
April 9, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 972 (Foundation - Regular) – Applicant: Won Yoo – Engineer / Representative: Trans-Pacific Consultants - First Supervisorial District – Temescal Zoning District – Lake Mathews/Woodcrest Area Plan: Open Space: Rural (OS:RUR) (20 Acre Minimum) – Location: Northerly of Temescal Canyon Road, easterly of Park Canyon Drive, southerly of Dawson Canyon Road, and westerly of Gavilan Springs Ranch Road – 64.3 Gross Acres - Zoning: Residential Agricultural with a 10 Acre Minimum Lot Size (R-A-10) - **REQUEST:** Propose to amend General Plan foundation component of the subject site from OPEN SPACE (OS) to COMMUNITY DEVELOPMENT (CD) and to amend General Plan land use designation from Rural (OS:RUR) (20 Acre Minimum Lot Size) to a Specific Plan and be included within the East Temescal Hillside Policy Area - APN(s): 289-080-009 and 289-080-005

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors adopt an order initiating the above referenced general plan amendment as modified by staff based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on every GPA application and submit it to the Board of Supervisors. Prior to the submittal to the Board, comments on the application are requested from the Planning Commission, and the Planning Commission comments are included in the report to the Board. The Board will either approve or disapprove the initiation of proceedings for the GPA requested in the application. The consideration of the initiation of proceedings by the Planning Commission

Ron Goldman
Planning Director

RG:TH

REVIEWED BY EXECUTIVE OFFICE
DATE 4/15/09
Tina Grande
Departmental Concurrence

☒ Policy ☒ Policy
☐ Consent ☐ Consent
Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref. | **District:** First | **Agenda Number:** 15.3

and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

Y:\Advanced Planning\2008 FOUNDATION COMPONENT REVIEW\GPA Cases\GPA 972\GPA00972 BOS Packet\GPA 972 Form 11.doc

Agenda Item No.: 6.18
Area Plan: Lake Mathews / Woodcrest
Zoning District: Temescal
Supervisorial District: First
Project Planner: Amy Aldana
Planning Commission: October 1, 2008
Continued from: August 12, 2008

General Plan Amendment No. 972
(Foundation – Regular)
Applicant: Won Yoo
Engineer/Rep.: Trans-Pacific Consultants

COUNTY OF RIVERSIDE PLANNING DIRECTOR'S REPORT AND RECOMMENDATIONS

RECOMMENDATIONS:

The Planning Director recommended an order initiating proceedings for General Plan Amendment No. 972 as proposed by staff to add the site to the "East Temescal Hills Policy Area," thereby requiring the site to be developed in conjunction with Specific Plan No. 327 and the Planning Commission made the comments below. The Planning Director continues to recommend the initiation of General Plan Amendment No. 972. For additional information regarding this case, see the attached Planning Department Staff Report.

PLANNING COMMISSION COMMENTS TO THE PLANNING DIRECTOR:

The following comment(s) were provided by the Planning Commission to the Planning Director:

Commissioner John Roth: Because the area is rural, hilly, and a high fire area, a slope analysis was recommended by Commissioner Roth. Commissioner Roth considered the project to be premature and incompatible with the surrounding area and cannot envision the area modified to Community Development. He does not support the proposal.

Commissioner John Snell: No comments

Commissioner John Petty: No comments

Commissioner Jim Porras: No comments

Commissioner Jan Zuppardo: No comments

Agenda Item No.: 6.18
Area Plan: Lake Mathews / Woodcrest
Zoning District: Temescal
Supervisorial District: First
Project Planner: Amy Aldana
Planning Commission: October 1, 2008
Continued from: August 12, 2008

General Plan Amendment No. 972
(Foundation – Regular)
E.A. Number: 41801
Applicant: Won Yoo
Engineer/Rep.: Trans-Pacific Consultants

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

The applicant proposes to amend the General Plan Foundation and land use designation from "Open Space: Rural" (OS-RUR) (20 Ac. Min.) to "Community Development: Very Low Density Residential (CD:VLDR) (1 Ac. Min.)" for an approximately 64.3-acre property. The project is located northerly of Temescal Canyon Road, easterly of Park Canyon Road, southerly of Dawson Canyon Road, and westerly of Gavilan Springs Ranch Road.

FURTHER CONSIDERATIONS: **September 11, 2008**

The proposal was discussed at the August 12, 2008 Planning Commission meeting where the Commission directed staff and the applicant to meet so that any additional information the applicant could provide would be considered. Subsequently, a meeting was held September 10, 2008 between the applicant and the Planning Department to discuss the proposal further.

The property owners have owned this parcel since 1948. They originally owned an entire section of land of which this is the last part within their possession. The rest of the section has been sold to the Riverside Conservation Agency as habitat.

The project site is located immediately east of the recently approved Toscana Specific Plan and the coincident East Temescal Hillside Policy Area. This policy area established additional policies to ensure that development of this area was consistent with the Riverside County Vision and required that the area be designed and developed as one specific plan of land use. Specific Plan No. 327, Toscana, was the result. This 960-acre specific plan has been approved for 1,443 dwelling units, 4.4 acres of retail commercial uses, 14 acres of parks, 70 acres of fuel modification zones, and 510 acres of permanent open space.

Development of the site as VLDR-Community Development is predicated on the development of Specific Plan No. 327 to the west of the subject site. Access to the site would have to be made through the Specific Plan. Without the development of the Specific Plan, urban services will not be available to the site for many years. Water and sewer are now two miles from the site according to the applicant.

The Specific Plan has also established detailed design guidelines that take into account the areas unique terrain and challenges. Development of the proposed site would also benefit from the application of these design guidelines.

Because the site's development is so intimately tied to the development of the adjacent Specific Plan and the Specific Plan has established the standard for development in this unique area, staff recommends that this site be annexed to the policy area and be developed through an amendment to Specific Plan 327. It should be noted that the applicant expressed strong opposition to tying development of this parcel to the Specific Plan during the meeting.

RECOMMENDATIONS:

Comment that adoption of an order initiating proceedings for General Plan Amendment No. 972 from Open Space: Rural to Community Development: Very Low Density Residential **would not be appropriate** but comment that adoption of an order initiating proceedings for General Plan Amendment No. 972 as proposed by Staff to add the site to the East Temescal Hillside Policy Area, thereby requiring the site to be developed in conjunction with Specific Plan 327 **would be appropriate**. The adoption of such an order does not imply that the proposed GPA will be approved.

The project site is currently designated as Assessor's Parcel Number 289-080-009 and 289-080-005.

Agenda Item No.: 5.36
Area Plan: Lake Mathews / Woodcrest
Zoning District: Temescal
Supervisorial District: First
Project Planner: Amy Aldana
Planning Commission: August 12, 2008

General Plan Amendment No. 972
(Foundation – Regular)
E.A. Number: 41801
Applicant: Won Yoo
Engineer/Rep.: Trans-Pacific Consultants

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

The applicant proposes to amend the General Plan Foundation and land use designation from "Open Space: Rural" (OS-RUR) (20 Ac. Min.) to "Community Development: Very Low Density Residential (CD:VLDR) (1 Ac. Min.)" for an approximately 64.3-acre property. The project is located northerly of Temescal Canyon Road, easterly of Park Canyon Road, southerly of Dawson Canyon Road, and westerly of Gavilan Springs Ranch Road.

ISSUES:

The proposed site is located within the Lake Mathews/Woodcrest area and is known as valuable local and regional resources. The area is scattered with gentle rolling foothills supporting habitat reserve areas and outstanding visual aesthetics. The site meets the definition of Open Space: Rural in that it is a remote, privately-owned open space with a single family residence. The proposed change would reduce the minimum acre requirement allowing incompatibilities with surrounding parcels of similar character. The proposal would be contrary to the existing plan and create inconsistencies with the Riverside County Vision and the land use element/map.

Parcels to the north east are designated Open Space: Conservation and Open Space: Rural. To the south are parcels designated conservation habitat. The proposed site continues the Open Space: Rural designation and sustains elevations ranging from 1500' to 1740'. The proposed site is located within a MHSCP conservation cell (Cell Group C, Cell Numbers 3145 and 3249) which support vegetation and wildlife native to the area. The mountainous nature, rugged terrain, and highly flammable indigenous vegetation also bring the risk of high fire hazards to the area.

RECOMMENDATIONS:

Comment that adoption of an order initiating proceedings for General Plan Amendment No. 972 from Open Space: Rural to Community Development: Very Low Density Residential **would not be appropriate**. The adoption of such an order does not imply that the proposed GPA will be approved.

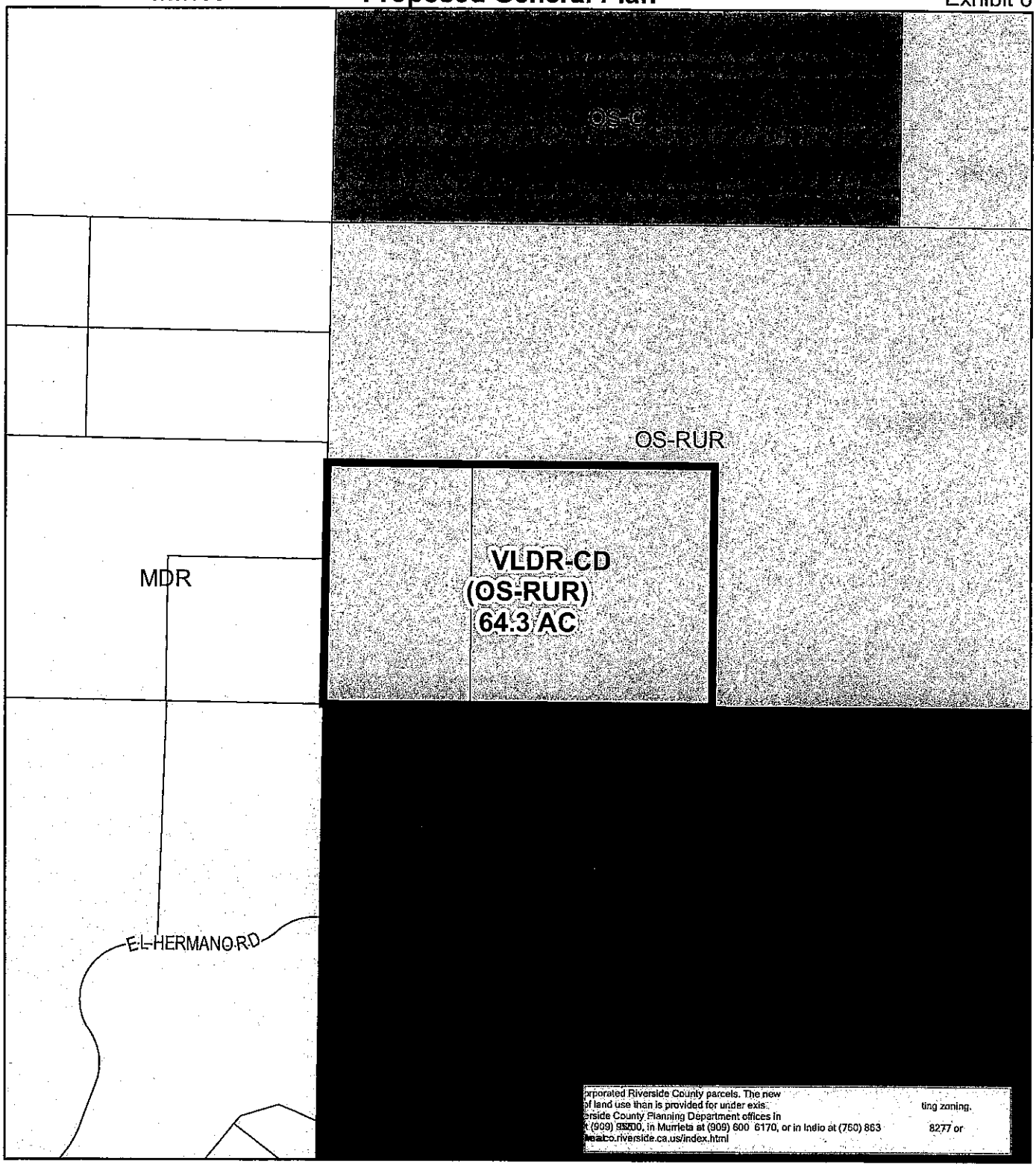
The project site is currently designated as Assessor's Parcel Number 289-080-009 and 289-080-005.

Supervisor Buster
District 1
Date Drawn: 3/27/08

GPA00972

Proposed General Plan

Planner: Amy Aldana
Date: 3/13/08
Exhibit 6



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone Area: Temescal
Township/Range: T4SR5W
Section : 31

N
W E
S

0 550 1,100 2,200 3,300
Feet

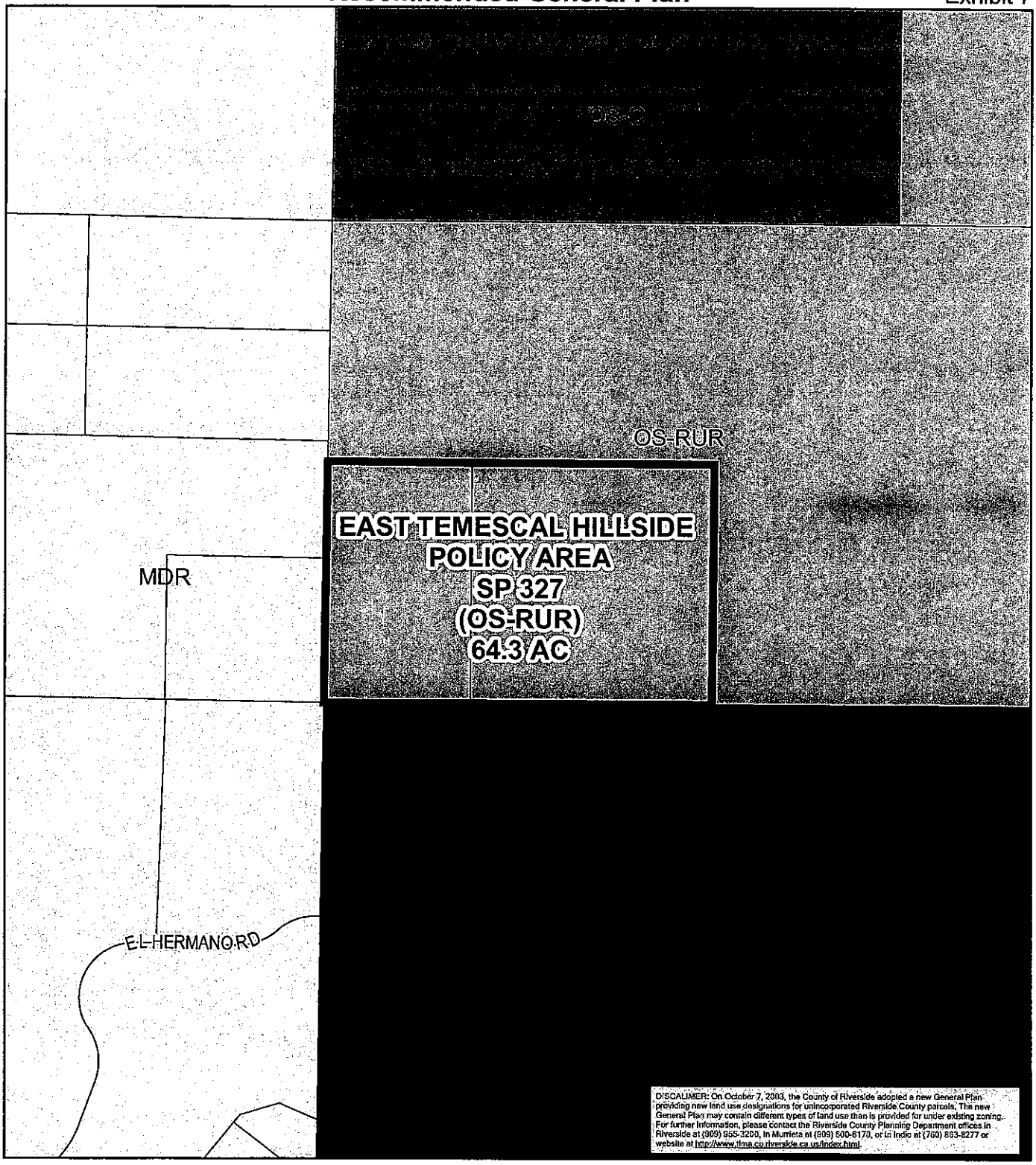
Assessors Bk.Pg. 289-08
Thomas Bros. Pg. 804 J5

Supervisor Buster
District 1
Date Drawn: 3/27/08

GPA00972

Recommended General Plan

Planner: Amy Aldana
Date: 3/13/08
Exhibit 7



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
Area: Temescal
Township/Range: T4SR5W
Section : 31

N
W E
S

0 550 1,100 2,200 3,300
Feet

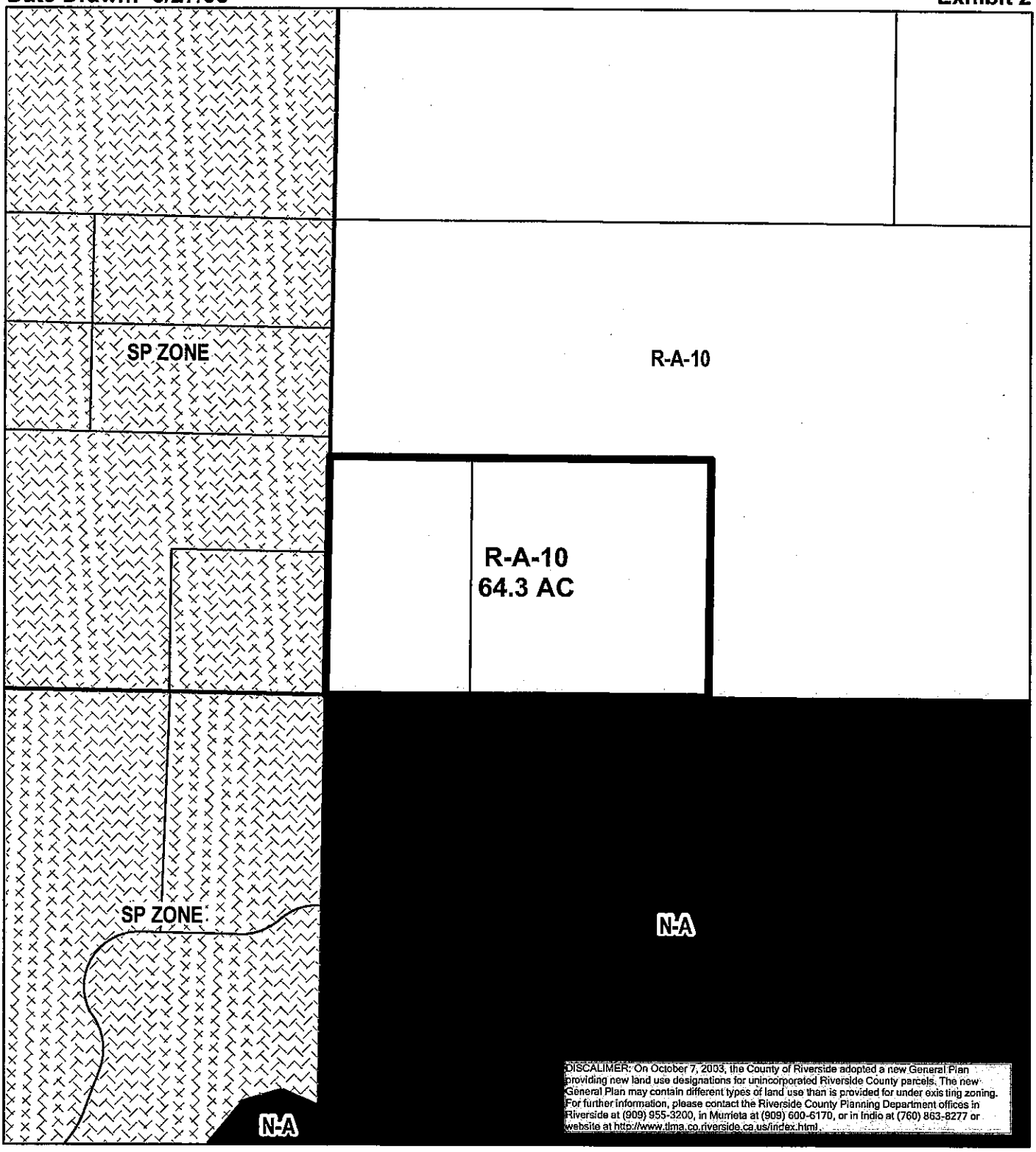
Assessors
Bk.Pg. 289-08
Thomas
Bros. Pg. 804 J5

Supervisor Buster
District 1
Date Drawn: 3/27/08

GPA00972

EXISTING ZONING

Planner: Amy Aldana
Date: 3/13/08
Exhibit 2



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
Area: Temescal
Township/Range: T4SR5W
Section : 31

N
W E
S

Assessors
Bk. Pg. 289-08
Thomas
Bros. Pg. 804 J5

0 550 1,100 2,200 3,300
Feet

Supervisor Buster
District 1
Date Drawn: 3/27/08

GPA00972

DEVELOPMENT OPPORTUNITY

Planner: Amy Aldana
Date: 3/13/08
Exhibit Overview

RIVERSIDE COUNTY PLANNING DEPARTMENT

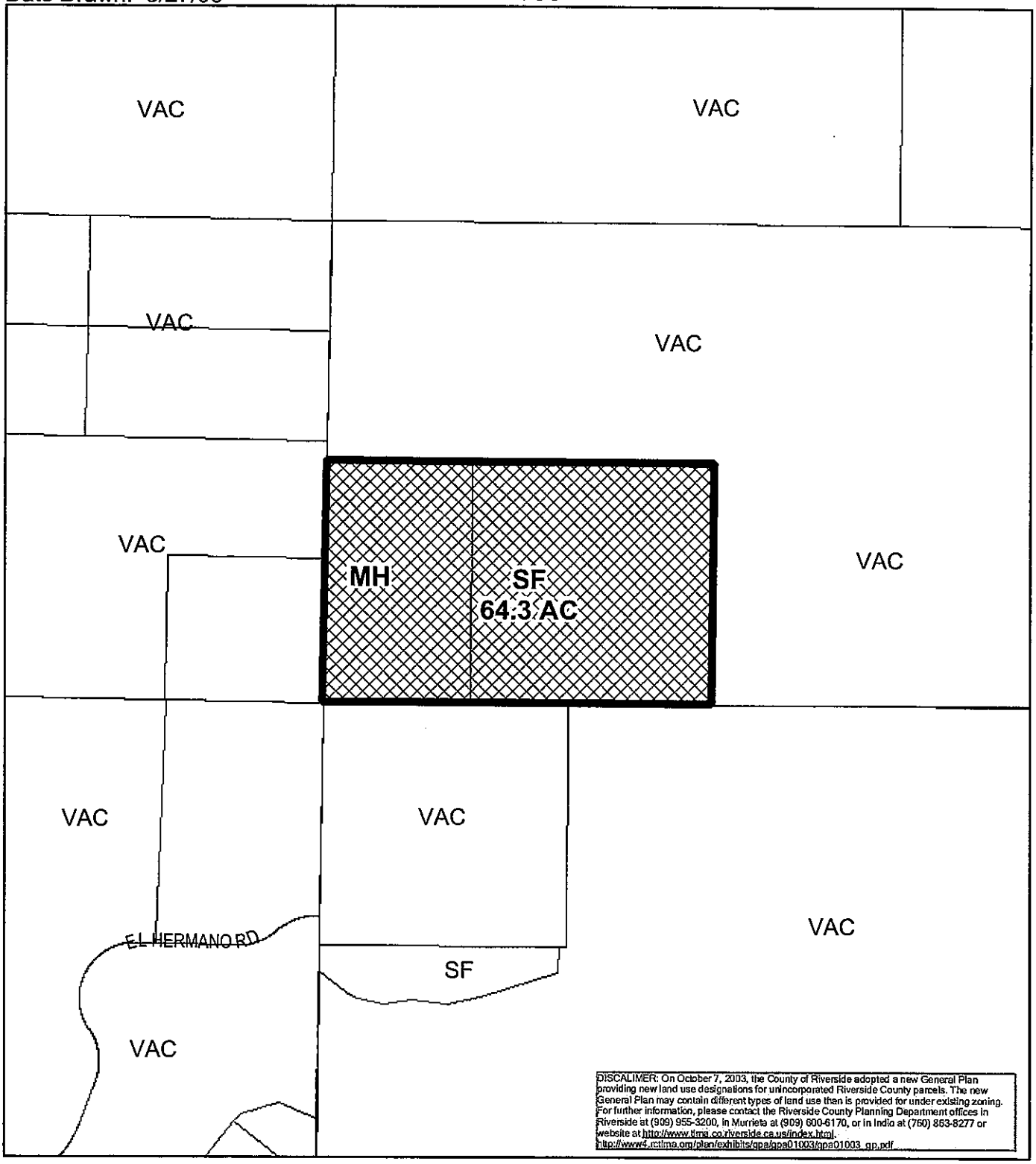
Area Plan: Temescal
Township/Range: T4SR5W
Section: 31

Assessors Bk. Pg. 289-08
Thomas Bros. Pg. 804 J5

Supervisor Buster
District 1
Date Drawn: 3/27/08

GPA00972
Land Use

Planner: Amy Aldana
Date: 3/13/08
Exhibit 1



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Temescal
Township/Range: T4SR5W
Section : 31

N
W E
S

Assessors
Bk. Pg. 289-08
Thomas Bros. Pg. 804 J5

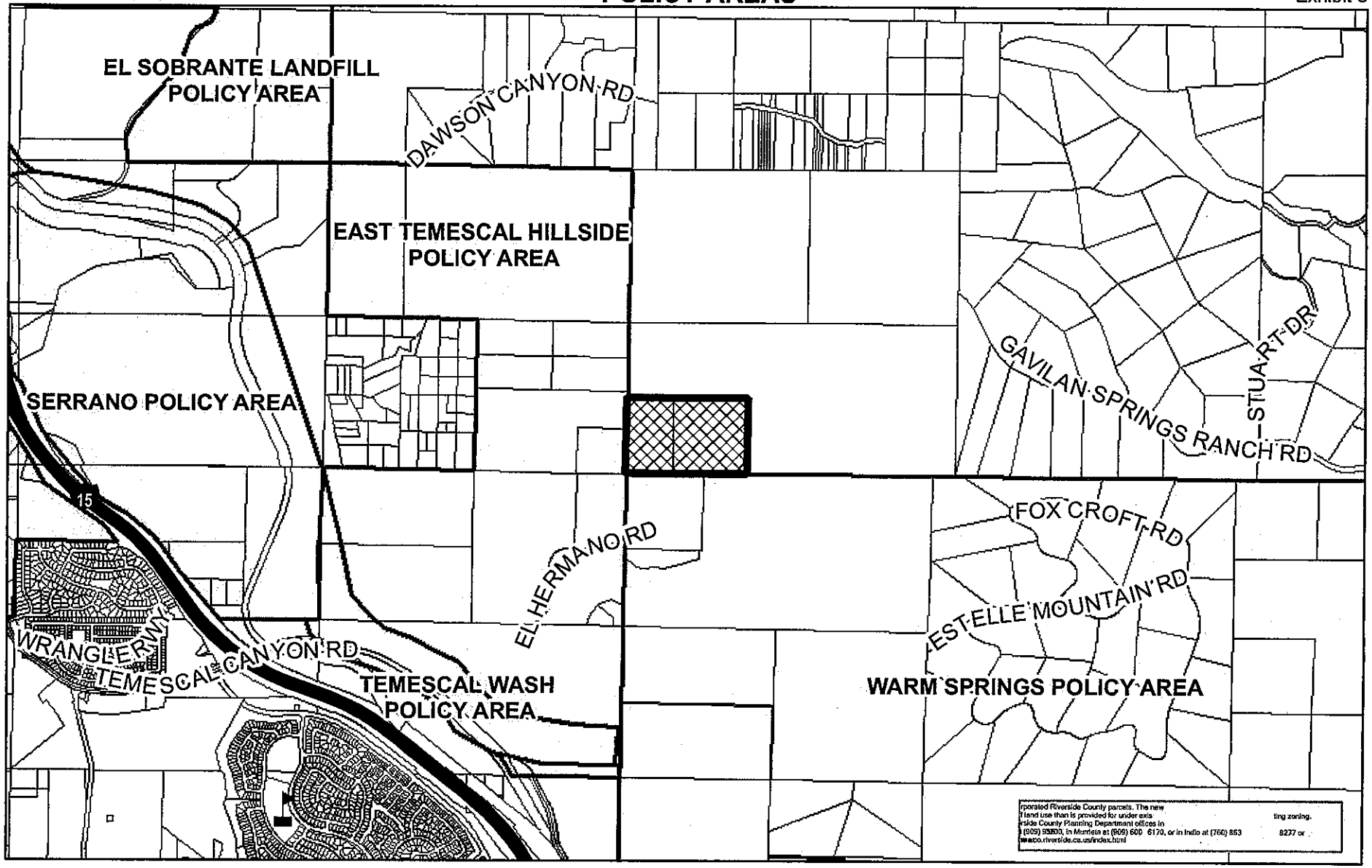
0 550 1,100 2,200 3,300
Feet

Supervisor Buster
District 1
Date Drawn: 3/27/08

GPA00972

POLICY AREAS

Planner: Amy Aldana
Date: 3/13/08
Exhibit 8



Zone Area: Temescal

Township/Range: T4SR5W

Section : 31

RIVERSIDE COUNTY PLANNING DEPARTMENT

0 2,500 5,000 10,000 15,000 Feet

Assessors Bk. Pg. 289-08

Thomas Bros. Pg. 804 J5

Supervisor Buster
District 1
Date Drawn: 3/27/08

GPA00972

VICINITY MAP

Planner: Amy Aldana
Date: 3/13/08
VICINITY MAP

RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone Area: Temescal

Township/Range: T4SR5W

Section : 31

0 2,500 5,000 10,000 15,000 Feet

Assessors Bk. Pg. 289-08

Thomas Bros. Pg. 804 J5

JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed.)

Since the last General Plan update, Specific Plan 327 was approved. The property is immediately adjacent to the approved Specific Plan. The Specific Plan will bring infrastructure to the property, including roads, sewer, water and other utilities. This would allow for a density higher than what is currently allowed by the general plan. The property would be developed in a manner that would be consistent with the Specific Plan and would focus on the clustering of development to maximize the open space, which will be added to the Gavilan Hills core reserve area.

III. AMENDMENTS TO POLICIES:

(Note: A conference with Planning Department staff is required before application can be filed. Additional information may be required.)

A. LOCATION IN TEXT OF THE GENERAL PLAN WHERE AMENDMENT WOULD OCCUR:

Element: _____ Area Plan: _____

B. EXISTING POLICY (If none, write "none." (Attach more pages if needed): _____

C. PROPOSED POLICY (Attach more pages if needed): _____

GPA 977

CLAYSON, MANN, YAEGER & HANSEN
A PROFESSIONAL LAW CORPORATION
CLAYSON LAW BUILDING
601 SOUTH MAIN STREET
CORONA, CALIFORNIA 92882
POST OFFICE BOX 1447
CORONA, CALIFORNIA 92878-1447
FAX (951) 737-4384

ROY H. MANN
DERRILL E. YAEGER
GARY K. ROSENZWEIG
KENT A. HANSEN
ROLAND C. BAINER
DAVID R. SAUNDERS
SALLIE BARNETT
BARRY M. WALKER
TONYA L. RODRIGUEZ

WALTER S. CLAYSON
1887-1972
E. SPURGEON ROTHROCK
1918-1979

AREA CODE 951
737-1910
689-7241

November 14, 2006

Federal Express
Riverside County Board of Supervisors
County Administrative Center
4080 Lemon Street, 5th Floor
Riverside, CA 92501

Re: Specific Plan 327; General Plan Amendment No. 825; Environmental Impact Report No. 439; Sunny Sage, LLC - Toscana (the "Project")

Gentlemen:

I represent Leo and Lois Paul, and Robert and Barbara Paul (the "Pauls"). The Pauls own approximately 64 acres immediately to the east of the proposed Toscana Specific Plan. They have 2 existing residences on their land. The map in the staff report incorrectly states that the Paul property is vacant.

The Pauls have a numbers of concerns about the Project. First, the EIR fails to analyze the direct and cumulative impacts of obtaining the water required for the 9 million cubic yards of grading required for the Project. Using the rule of thumb of 50 gallons of water required per cubic yard of material, the Project can be expected to require about 450 million gallons of water in its grading. Although the project proponent stated at a recent TMAC meeting that the Project's construction water will come from Lee Lake Water District, Page VI-F-8 of the EIR states that water from wells onsite will be used during project construction. The EIR further states that the amount of water used during construction is expected to be less than significant relative to regional water supplies. There is no substantial evidence to support this conclusion. Without an analysis of construction usage rates and projected groundwater volumes, the County cannot properly determine that the use of 450 million gallons of construction water will not create significant environmental impacts on neighboring landowners such as the Pauls who rely on this groundwater for domestic and fire safety purposes. Because there is no substantial evidence to support the County's conclusion that the use of groundwater wells for construction water will not create substantial environmental impacts, the EIR is defective as a matter of law. While the Neblett and Associates report dated October 14, 2006 regarding drainage and groundwater recharge may be of interest to the Spanish Hills residents to the west, it does not address the Pauls' wells to the east, nor does it deal in any manner with the use of groundwater for construction purposes.

BOS
16.3

In addition, the conditions of approval for the Project do not adequately mitigate the Project's impacts on groundwater. These conditions state that a detailed groundwater recharge enhancement plan will be submitted and approved by various county departments prior to the issuance of the grading permits. The California Environmental Quality Act (CEQA) requires that both environmental impacts be identified and that adequate mitigation be described in the EIR. Putting off groundwater impact analysis and mitigation until another day does neither, and therefore this mitigation measure violates CEQA.

Second, the Pauls are concerned about the public regional trail proposed along the Paul - Toscana boundary. They believe that this trail presents a real fire safety problem and an opportunity for trespassers to enter the Paul property. This trail is proposed to be located easterly and outside of the proposed fuel modification zone. The proposed trail would therefore be adjacent to natural, i.e., high fire hazard areas to the east. This situation will create a much greater wildfire risk to the Paul property (and other residences in the area) than presently exists. The specific plan is located in the "Hazardous Fire Area" of Riverside County as shown on a map on file with the Clerk of the Board of Supervisors and as such, a prudent strategy is not to tempt fate at the hands of a careless smoker or worse an intentional arsonist fire such as the recent disastrous Esperanza fire in Southern California. Even a fence will not solve this problem when a careless horse rider can toss a lighted cigarette over the fence and start a fire. At a minimum, the trail should be closed during the high fire season. Moving the trail inside Toscana or eliminating it altogether will reduce the fire hazard probability and lowers the opportunity for trespassers to enter the Paul property from the west.

Finally, the Paul property has record and prescriptive rights of access across the Project and the proposed habitat conservation area. The design of the Project presumes that these rights have been extinguished and that the Pauls will have access across habitat areas subject to the consent of the Western Riverside County Regional Conservation Authority (RCA). Although the developer has proposed the terms of an agreement for termination of the Pauls' easements, the Pauls have not agreed to any such terms, nor has RCA consented to the proposed crossing. By this letter, the Pauls give notice that they reserve all of their existing rights of ingress and egress across the Project.

Very truly yours,

DAVID R. SAUNDERS

DRS:dr
cc: Leo and Lois Paul
Robert and Barbara Paul
Gary Laughlin
Sunny Sage LLC
Vanessa Ng, Planning Dept. (Federal Express)
DRS\SUPERVISORS111406PAUL2

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 327B

FROM: TLMA - Planning Department

SUBMITTAL DATE: November 6, 2006

SUBJECT: GENERAL PLAN AMENDMENT NO. 825 / SPECIFIC PLAN NO. 327 / CHANGE OF ZONE NO. 6651 – EIR439 – Applicant: Sunny Sage, LLC – Engineer / Representative: Trans Pacific Consultants - First Supervisorial District – Temescal Zoning Area – Temescal Canyon Area Plan and Elsinore Area Plan: Community Development: Medium Density Residential (CD-MDR) (2-5 Dwelling Units Per Acre) / Commercial Retail (CD-CR) (0.20-0.35 Floor Area Ratio) / Rural: Rural Mountainous (R-RM) (10 Acre Minimum) / Open Space: Conservation (OS-C) – Location: Northerly of Temescal Canyon Road at the Indian Truck Trail Interchange, southerly of Dawson Canyon Road, and easterly of Mayhew Road – 960 Gross Acres - Zoning: Natural Assets (N-A) / Watercourse, Watershed and Conservation Areas (W-1) - **REQUEST:** The General Plan Amendment proposes to establish the boundaries of Specific Plan No. 327 in the General Plan and modify the text of the Temescal Canyon and Elsinore Area Plans to include the Specific Plan. The General Plan Amendment also proposes to amend the East Temescal Hillside Policy to remove Assessor Parcel Numbers 290-070-018 and 290-070-019 for the Policy Area. The Specific Plan of land use on 960 acres of land within the Temescal Canyon area of unincorporated Riverside County. Of the 960 acres, 353.3 acres will be designated for up to 1443 residential dwelling units, 22.30 acres will be designated for recreational uses, 4.4 acres will be designated for commercial uses, 70 acres will be used as fuel modification zones, and 510 acres will be preserved as open space. The Change of Zone proposes to change the zoning classification of the subject property from Natural Assets (N-A) and Watercourse, Watershed and Conservation Areas (W-1) to Specific Plan (S-P) and to amend Ordinance No. 348 to include development standards for Specific Plan No. 327. The Environmental Impact Report has been prepared to inform decision-makers and the public of the potential significant environmental effects associated with the proposed development of residential and non-residential uses on the project site.

RECOMMENDED MOTION:

Ron Goldman for
Robert C. Johnson
Planning Director

RCJ:cv

Departmental Concurrence

DATE 11/8/06 9am

☒ Policy ☒ Policy

☐ Consent ☐ Consent

Dept Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref. | **District:** First | **Agenda Number:** 16.3

The Planning Department recommended Approval; and,
THE PLANNING COMMISSION RECOMMENDED:

TENTATIVE CERTIFICATION of **ENVIRONMENTAL IMPACT REPORT NO. 439,** which have been completed in compliance with the EIR Guidelines and the Riverside County Rules to Implement CEQA, and based on the findings and conclusions incorporated in the staff report; and,

TENTATIVE APPROVAL of **GENERAL PLAN AMENDMENT NO. 825,** to establish the Specific Plan boundaries on the General Plan and amend the East Temescal Hillside Policy; and,

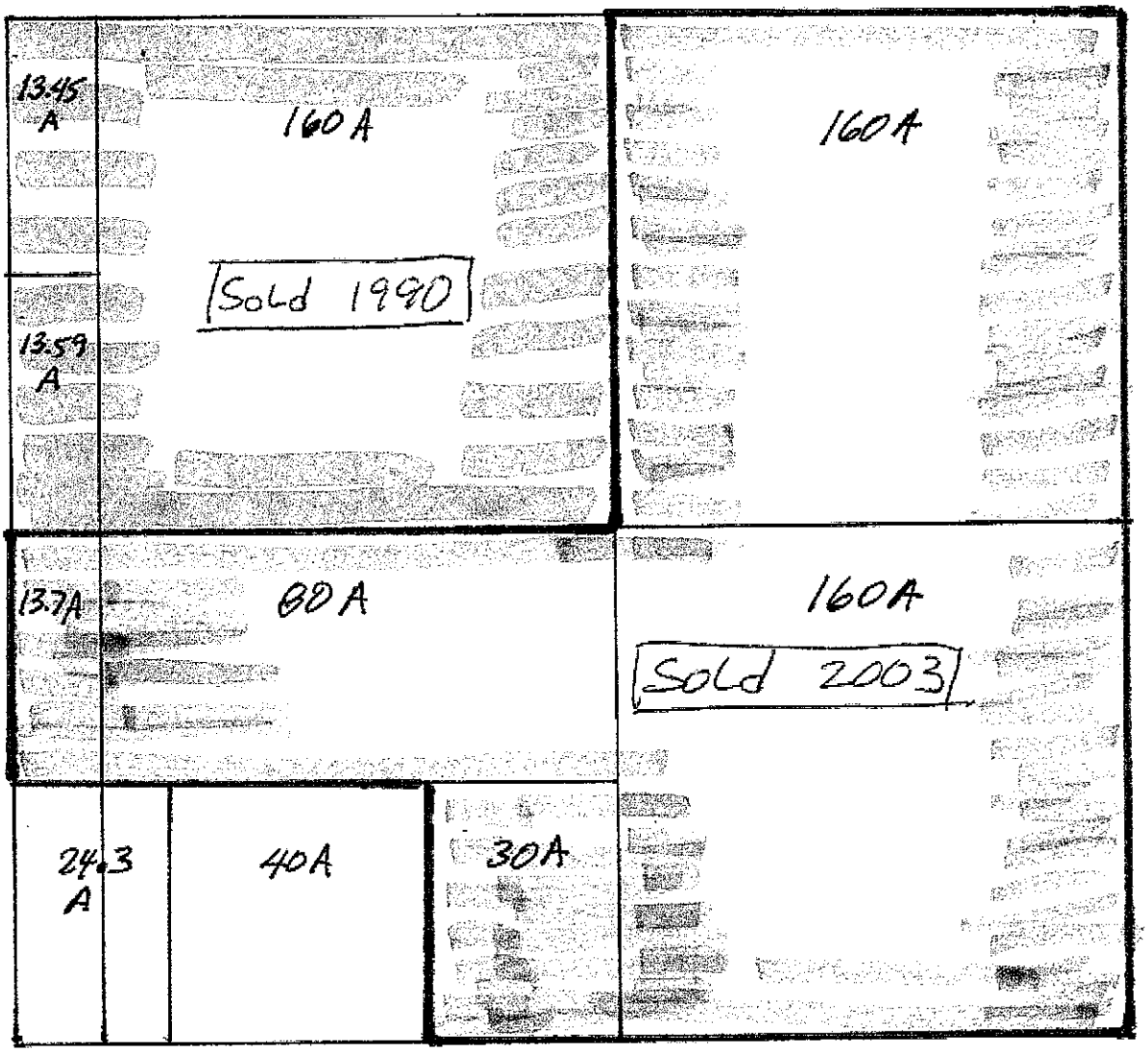
TENTATIVE APPROVAL of **SPECIFIC PLAN NO. 327,** subject to the attached conditions of approval, and based on the findings and conclusions incorporated in the staff report; and,

TENTATIVE APPROVAL of **CHANGE OF ZONE NO. 6651,** from N-A and W-1 to SP zoning; based on the findings and conclusions incorporated in the staff report.

Below is depicted the sales of portions of the Paul Family property to Riverside County in the State of California for purposes of Wildlife and Plant life preservation.
The properties are located in section 31, Township 4 South, Range 5 West, San Bernardino Meridian, in the County of Riverside, State of California.

Sale dates:

* Approximately 187 Acres, 1990
* 443.73 Acres, 2003



SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 323 B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
April 9, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 947 – Foundation-Regular – Applicant: Keith L. Kizzar – Engineer/Representative: Wm. Murray & Associates, Inc - Fifth Supervisorial District – Painted Hills Zoning District – Western Coachella Valley Area Plan: Rural: Rural Residential (RUR-RR) (5 Acre Minimum Lot Size) – Location: Westerly of Country View Road and northerly of Westward Drive and easterly of Windhaven Road – 5 Gross Acres - Zoning: One-Family Dwellings (R-1) - **REQUEST:** This General Plan Amendment proposes to amend the General Plan Foundation Component on the subject site from Rural (RUR) to Rural Community (RC) and to amend the General Plan Land Use designation on the subject site from Rural Residential (RR) (5 Acre Minimum Lot Size) to Very Low Density Residential (VLDR) (1 Acre Minimum Lot Size) – APN(s): 668-050-009, 668-050-010

REVIEWED BY EXECUTIVE OFFICE
DATE 4/15/2009
Tina Grande
Departmental Concurrence

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors **tentatively decline** to adopt an order initiating proceedings for the above referenced general plan amendment based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on every GPA application and submit it to the Board of Supervisors. Prior to the submittal to the Board, comments on the application are requested from the Planning Commission, and the Planning Commission comments are included in the report to the Board. The Board will either approve or disapprove the initiation of proceedings for the GPA requested

Ron Goldman
Planning Director

RG:TH

☒ Policy ☒ Policy
☐ Consent ☐ Consent
Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref. | **District:** Fifth | **Agenda Number:** 15.4

Form 11p (Rev 03/28/06)

in the application. The consideration of the initiation of proceedings by the Planning Commission and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

Y:\Advanced Planning\2008 FOUNDATION COMPONENT REVIEW\GPA Cases\GPA 947\GPA00947 BOS Package\GPA 947 Form 11a.doc

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 320B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
April 21, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 982 – Foundation-Regular – Applicant: Jim Snellenberger – Engineer/Representative: Jim Snellenberger - Fifth Supervisorial District – Pass and Desert Zoning District – Western Coachella Valley Area Plan: Rural: Rural Residential (RUR-RR) (5 Acre Minimum Lot Size) – Location: Easterly of Palm Drive, southerly of Dillon Road, northerly of 18th Avenue, westerly of Bubbling Wells Road – 84.66 Gross Acres - Zoning: Controlled Development Areas (W-2) - **REQUEST:** This General Plan Amendment proposes to amend the General Plan Foundation Component of the subject site from Rural (RUR) to Community Development (CD) and to amend the General Plan Land Use designation of the subject site from Rural Residential (RUR-RR) (5 Acre Minimum Lot Size) to Commercial Retail (CD-CR) (0.20-0.35 FAR) – APN(s): 657-230-009, 657-230-010, 657-230-017, 657-230-020, 657-230-022

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors **tentatively decline** to adopt an order initiating proceedings for the above referenced general plan amendment based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on every GPA application and submit it to the Board of Supervisors. Prior to the submittal to the Board, comments on the application are requested from the Planning Commission, and the Planning Commission comments are included in the report to the Board. The Board will either approve or disapprove the initiation of proceedings for the GPA requested

Ron Goldman
Planning Director

RG:TH

REVIEWED BY EXECUTIVE OFFICE
DATE 4/15/09
Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref. | **District:** Fifth | **Agenda Number:** 15.5

Form 11p (Rev 03/28/06)

in the application. The consideration of the initiation of proceedings by the Planning Commission and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

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Agenda Item No.: 6.12
Area Plan: Western Coachella Valley
Zoning District: Pass and Desert
Supervisorial District: Fifth
Project Planner: Tamara Harrison
Planning Commission: October 1, 2008
Continued from: August 12, 2008

General Plan Amendment No. 982
Applicant: Jim Snellenberger
Engineer/Representative: Jim Snellenberger

COUNTY OF RIVERSIDE PLANNING DIRECTOR'S REPORT AND RECOMMENDATIONS

RECOMMENDATIONS:

The Planning Director recommended that the Board of Supervisors tentatively decline to adopt an order initiating proceedings for General Plan Amendment No. 982 from Rural: Rural Residential to Community Development: Commercial Retail and the Planning Commission made the comments below. The Planning Director continues to recommend that the Board of Supervisors tentatively decline to adoption initiation. For additional information regarding this case, see the attached Planning Department Staff Report(s).

PLANNING COMMISSION COMMENTS TO THE PLANNING DIRECTOR:

The following comment(s) were provided by the Planning Commission to the Planning Director:

Commissioner John Roth: No Comments

Commissioner John Snell: No Comments

Commissioner John Petty: No Comments

Commissioner Jim Porras: No Comments

Commissioner Jan Zuppardo: Commissioner Zuppardo felt that 80 acres of Commercial Retail is too intense for the area. She stated that she may be willing to consider a lesser amount but she had not seen or heard any comments proposing a lesser amount. Commissioner Zuppardo agreed with staff's recommendation that initiation would not be appropriate.

Agenda Item No.: 6.12
Area Plan: Western Coachella Valley
Zoning District: Pass and Desert
Supervisorial District: Fifth
Project Planner: Tamara Harrison
Planning Commission: October 1, 2008
Continued from: August 12, 2008

General Plan Amendment No. 982
Applicant: Jim Snellenberger
Engineer/Rep.: Jim Snellenberger

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

The applicant proposes to amend the General Plan Foundation and Land Use designations from "Rural: Rural Residential" (RUR:RR) (5 acre min.) to "Community Development: Commercial Retail (CD:CR) (0.20-0.35 FAR) for an approximately 84.66-acre site. The project is located northerly of 18th Avenue, southerly of Dillon Road, westerly of Bubbling Wells Road and easterly of Palm Drive.

POTENTIAL ISSUES:

The proposal was discussed at the August 12, 2008 Planning Commission meeting where the Commission directed staff and the applicant to meet so that any additional information the applicant could provide would be considered. Subsequently, a meeting was held September 5, 2008 between the applicant and the Planning Department to discuss the proposal further.

The proposed site is located in the "Southeast Desert Hot Springs" community and is within the Sphere of Influence for the City of Desert Hot Springs. The site is surrounded by vacant lots with scattered single family uses and is located in an area that is rural in character. Intensifying the use at the subject site for commercial purposes would be inconsistent with the character/existing land use pattern and the overall vision for the area. The applicant has provided information regarding residential developments that have taken place to the north of the site that fall both within the city limits and out of the city limits. A residential development is also being proposed directly south of the subject site and is being processed through the County Planning Department. GPA00751, located across Dillon Road from the subject site at the northeast corner of Dillon and Palm is currently in process with the County Planning Department and proposes 2.07 acres to be changed from Medium Density Residential to Commercial Retail. GPA00751 went before the Planning Commission on 9/17/08, the Commission concurred with staff that initiating proceedings for GPA00751 would be appropriate. While staff recognizes that changes are taking place in the area, staff feels that 80 acres of commercial is not suitable for this location. Information regarding the annexation of areas west of the subject site across Palm Drive by the City of Desert Hot Springs was also provided. According to the annexation maps (see attached) Palm Drive currently serves as a demarcation point between the areas impacted by the annexation and those that are not.

Staff was also concerned about increasing the intensity of the subject site given its location within the 100-year flood plain. The applicant has indicated that FEMA maps are currently in the process of being updated in order to reflect the current boundaries of the 100-year flood plain and that this will favorably impact the subject site. The new maps were not available at the time this staff report was written.

The San Andreas, South Branch and the Seven Palms Ranch Faults are also located within ½ mile of the site, and the parcel is moderately susceptible to liquefaction which may require a geological/geotechnical investigation to be conducted in order to determine the site's geological and or engineering constraints. Increasing the intensity for the site would increase the potential of hazardous activities and create an inconsistency between the land use map/element and the safety element of the General plan.

The lack of infrastructure present at the site was also a concern. According to the applicant, a water line currently transects the site and sewer will be brought up from Varner Road via a residential development in the area. The applicant has also noted that information obtain from Caltrans projects that additional off-ramps associated with Interstate 10 will be completed by 2010

RECOMMENDATION:

Comment that adoption of an order initiating proceedings for General Plan Amendment No. 982 from Rural: Rural Residential to Community Development: Commercial Retail **would not be appropriate.**

Agenda Item No.: 5.11
Area Plan: Western Coachella Valley
Zoning District: Pass and Desert
Supervisorial District: Fifth
Project Planner: Tamara Harrison
Planning Commission: August 12, 2008

General Plan Amendment No. 982
E.A. Number 41812
Applicant: Jim Snellenberger
Engineer/Rep.: Jim Snellenberger

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

The applicant proposes to amend the General Plan Foundation and Land Use designations from "Rural: Rural Residential" (RUR:RR) (5 acre min.) to "Community Development: Commercial Retail (CD:CR) (0.20-0.35 FAR) for an approximately 84.66-acre site. The project is located northerly of 18th Avenue, southerly of Dillon Road, westerly of Bubbling Wells Road and easterly of Palm Drive.

POTENTIAL ISSUES:

The proposed site is surrounded by vacant lots and is within an area that is rural in character. The proposed change would create a pocket of Commercial Retail amongst surrounding Rural Residential uses; therefore, being inconsistent with the character/existing land use pattern and the overall vision for the area.

The site falls within the 100-year flood zone, requiring a flood plain management review to be completed. No evidence has been provided to show that new conditions or circumstances are present in the area that would provide the infrastructure needed to reduce potential flood hazards. The San Andreas, South Branch and the Seven Palms Ranch Faults are also located within ½ mile of the site, and the parcel is moderately susceptible to liquefaction which may require a geological/geotechnical investigation to be conducted in order to determine the site's geological and or engineering constraints. Increasing the intensity for the site would increase the potential of hazardous activities and create an inconsistency between the land use map/element and the safety element of the General plan.

Likewise, no substantial evidence has been provided to show that new conditions or circumstances are present in the area that would necessitate the need for additional Commercial Retail in the area. Previously designated commercial parcels per zoning, remain vacant. The site also lacks the necessary infrastructure needed for the change. Per the application, sewer is not available.

RECOMMENDATION:

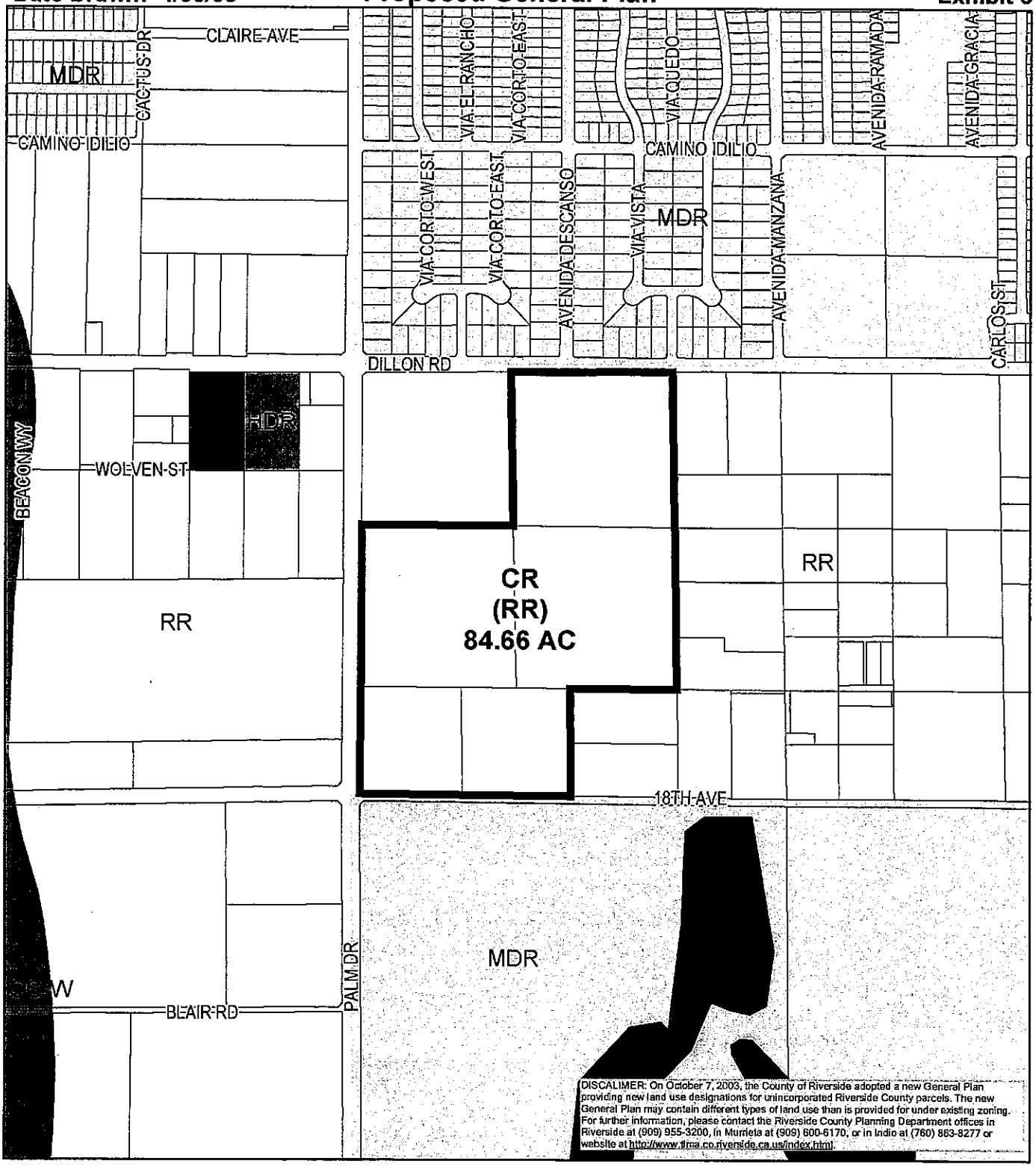
Comment that adoption of an order initiating proceedings for General Plan Amendment No. 982 from Rural: Rural Residential to Community Development: Commercial Retail **would not be appropriate**.

Supervisor Ashley
District 5
Date Drawn: 4/08/08

GPA00982

Proposed General Plan

Planner: Amy Aldana
Date: 3/17/08
Exhibit 6



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Pass & Desert
Township/Range: T3SR5E
Section: 7

Assessors
Bk. Pg. 657-23
Thomas
Bros. Pg. 726 J2

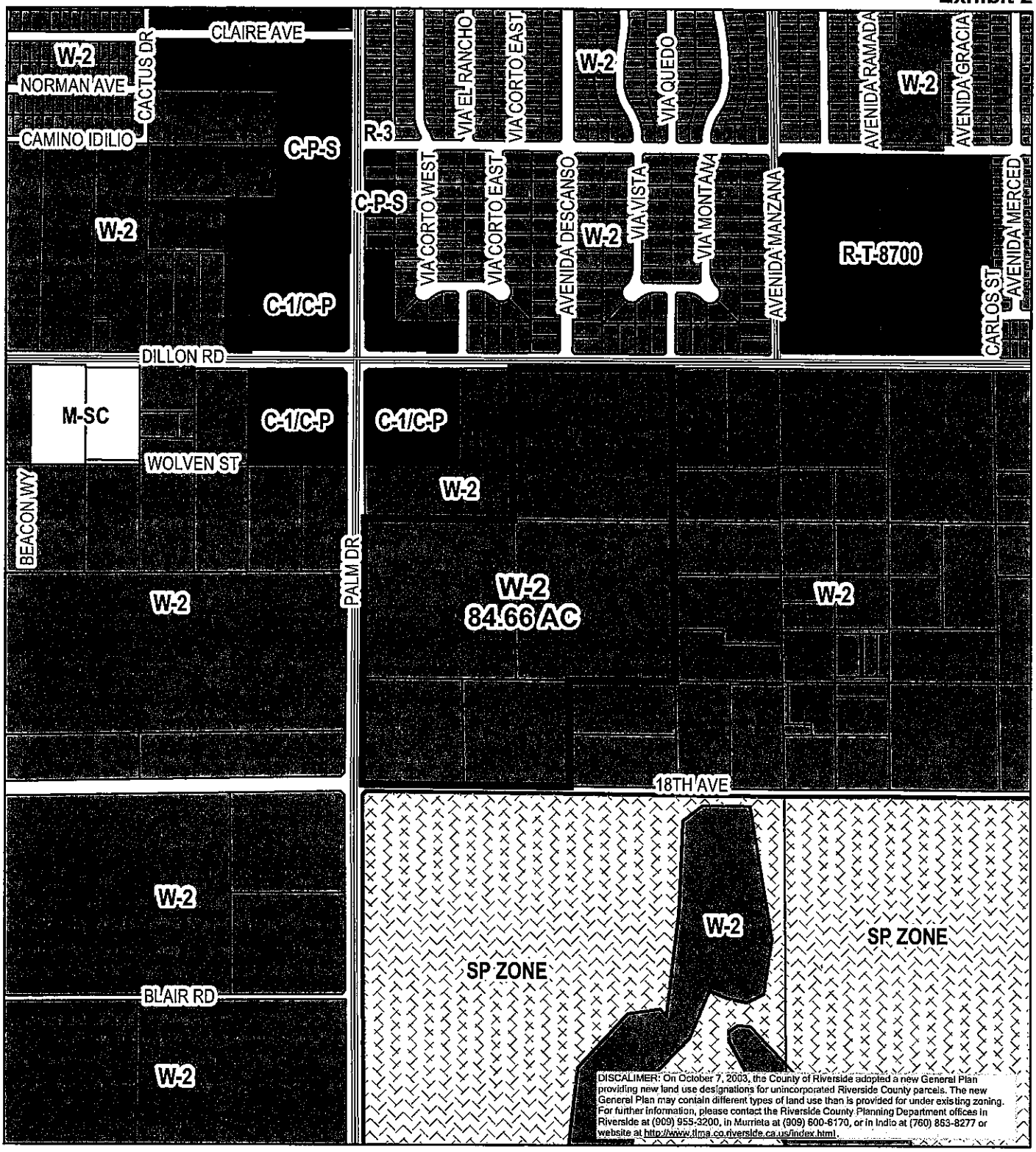
0 550 1,100 2,200 3,300
Feet

Supervisor Ashley
District 5
Date Drawn: 4/08/08

GPA00982

EXISTING ZONING

Planner: Amy Aldana
Date: 3/17/08
Exhibit 2



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RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Pass & Desert
Township/Range: T3SR5E
Section: 7

Assessors
Bk. Pg. 657-23
Thomas
Bros. Pg. 726 J2

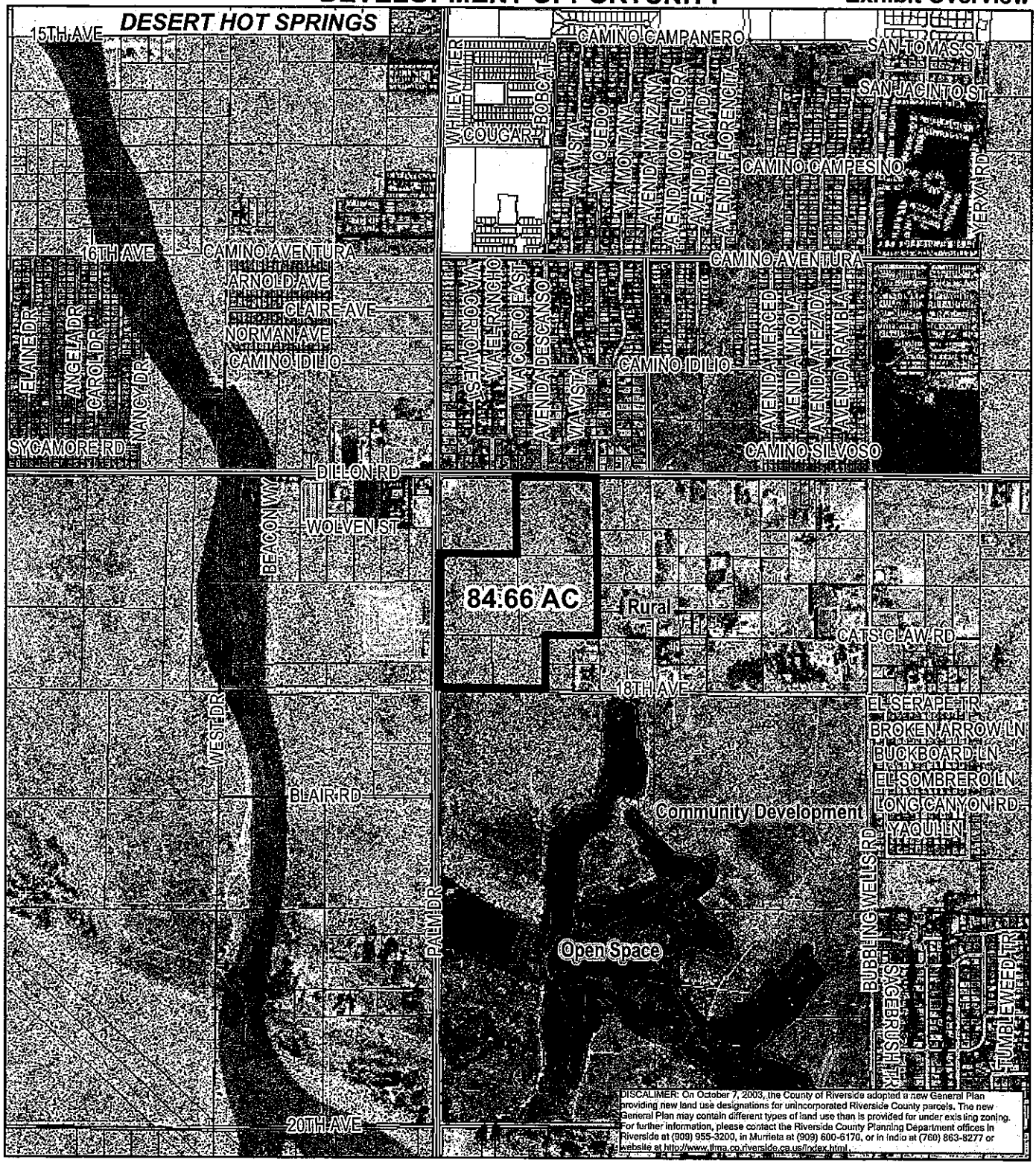
0 550 1,100 2,200 3,300
Feet

Supervisor Ashley
District 5
Date Drawn: 4/08/08

GPA00982

DEVELOPMENT OPPORTUNITY

Planner: Amy Aldana
Date: 3/17/08
Exhibit Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

District
Plan: Pass & Desert
Township/Range: T3SR5E
Section: 7

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Assessors
Bk. Pg. 657-23
Thomas
Bros. Pg. 726 J2

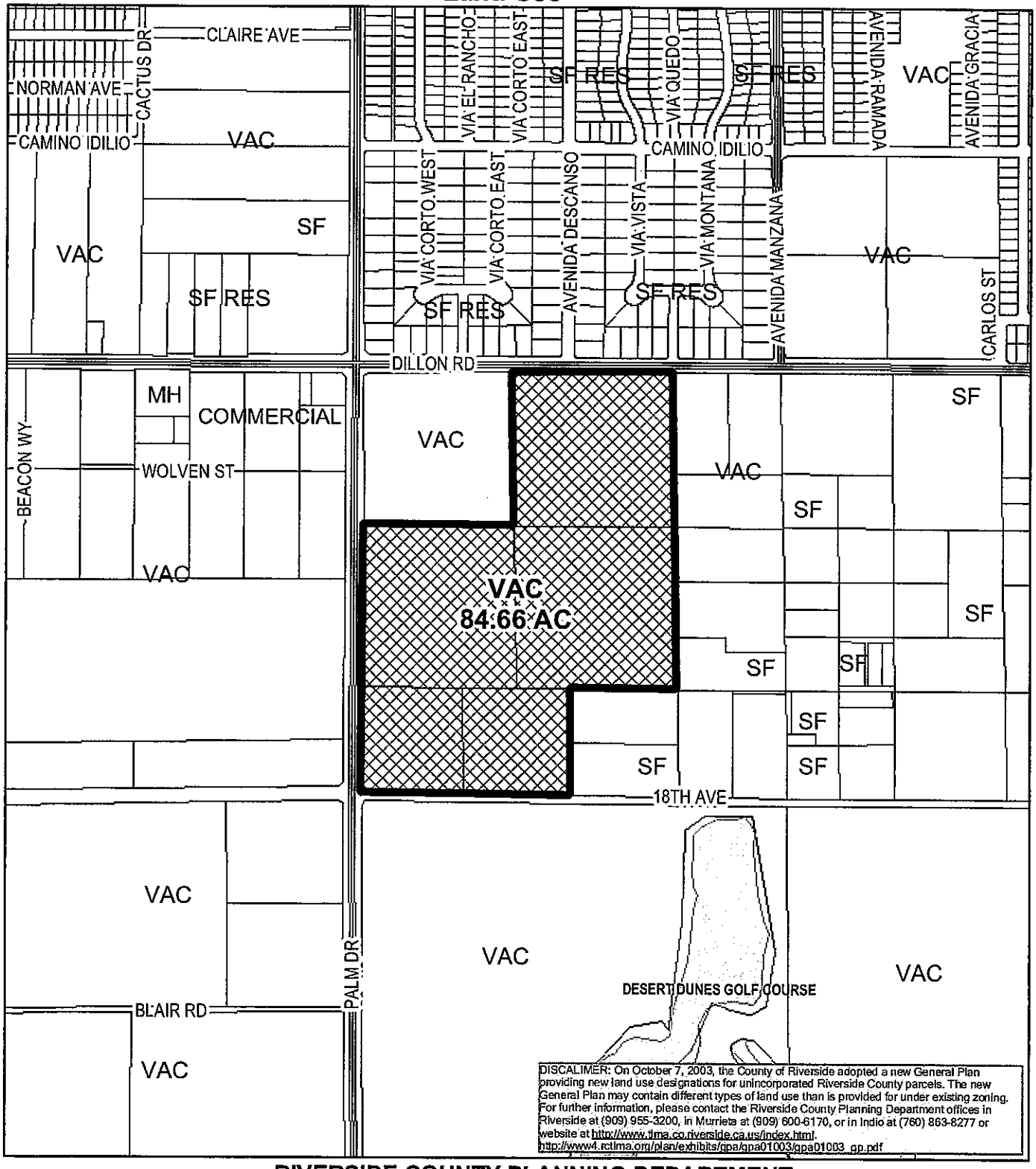
0 1,100 2,200 4,400 6,600
Feet

Supervisor Ashley
District 5
Date Drawn: 4/08/08

GPA00982

Land Use

Planner: Amy Aldana
Date: 3/17/08
Exhibit 1



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RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Pass & Desert
Township/Range: T3SR5E
Section: 7

Assessors
Bk. Pg. 657-23
Thomas
Bros. Pg. 726 J2

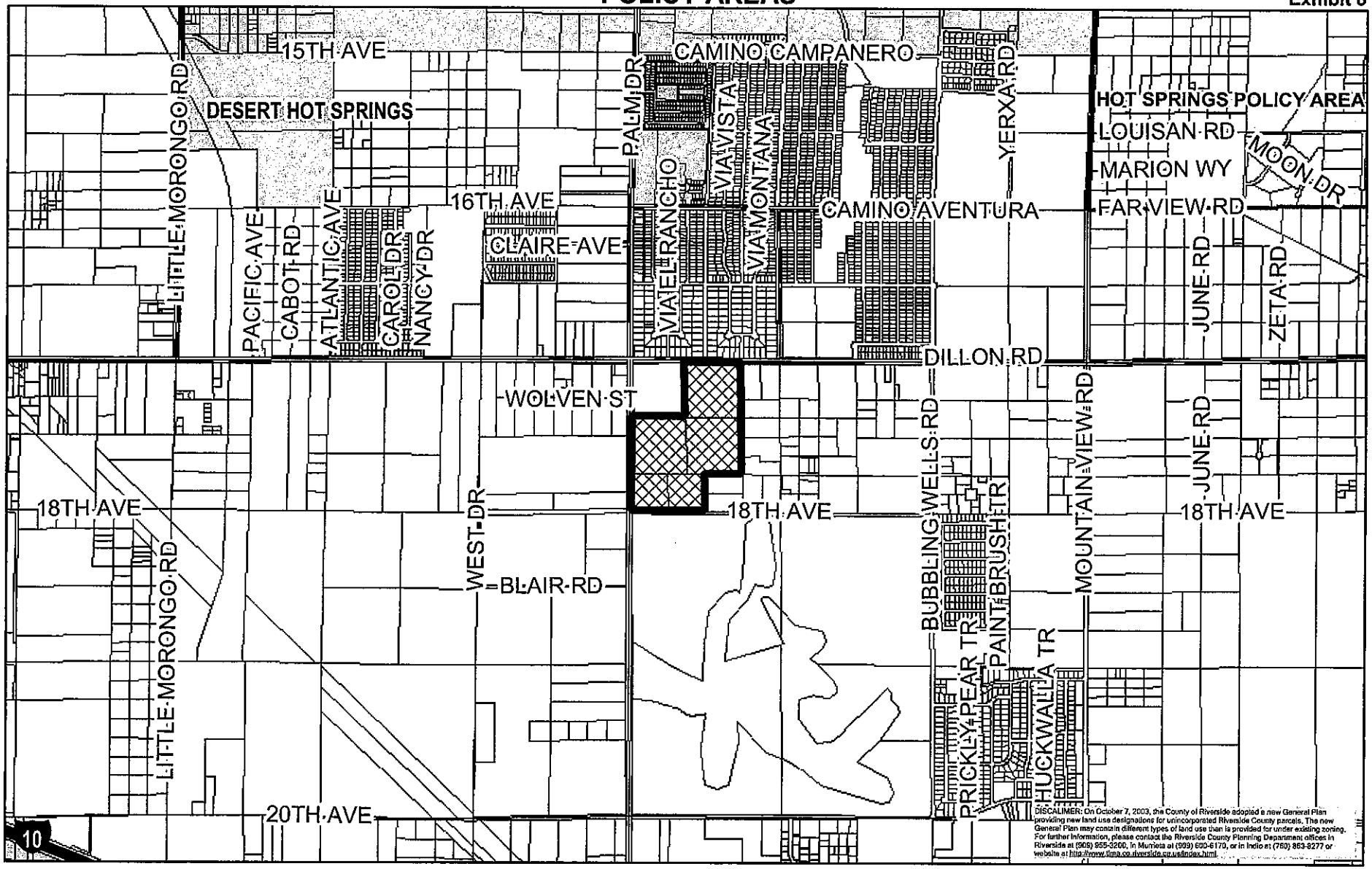
0 550 1,100 2,200 3,300
Feet

Supervisor Ashley
District 5
Date Drawn: 4/08/08

GPA00982

POLICY AREAS

Planner: Amy Aldana
Date: 3/17/08
Exhibit 8



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Pass & Desert
Township/Range: T3SR5E
Section: 7

0 2,600 5,200 10,400 15,600 Feet

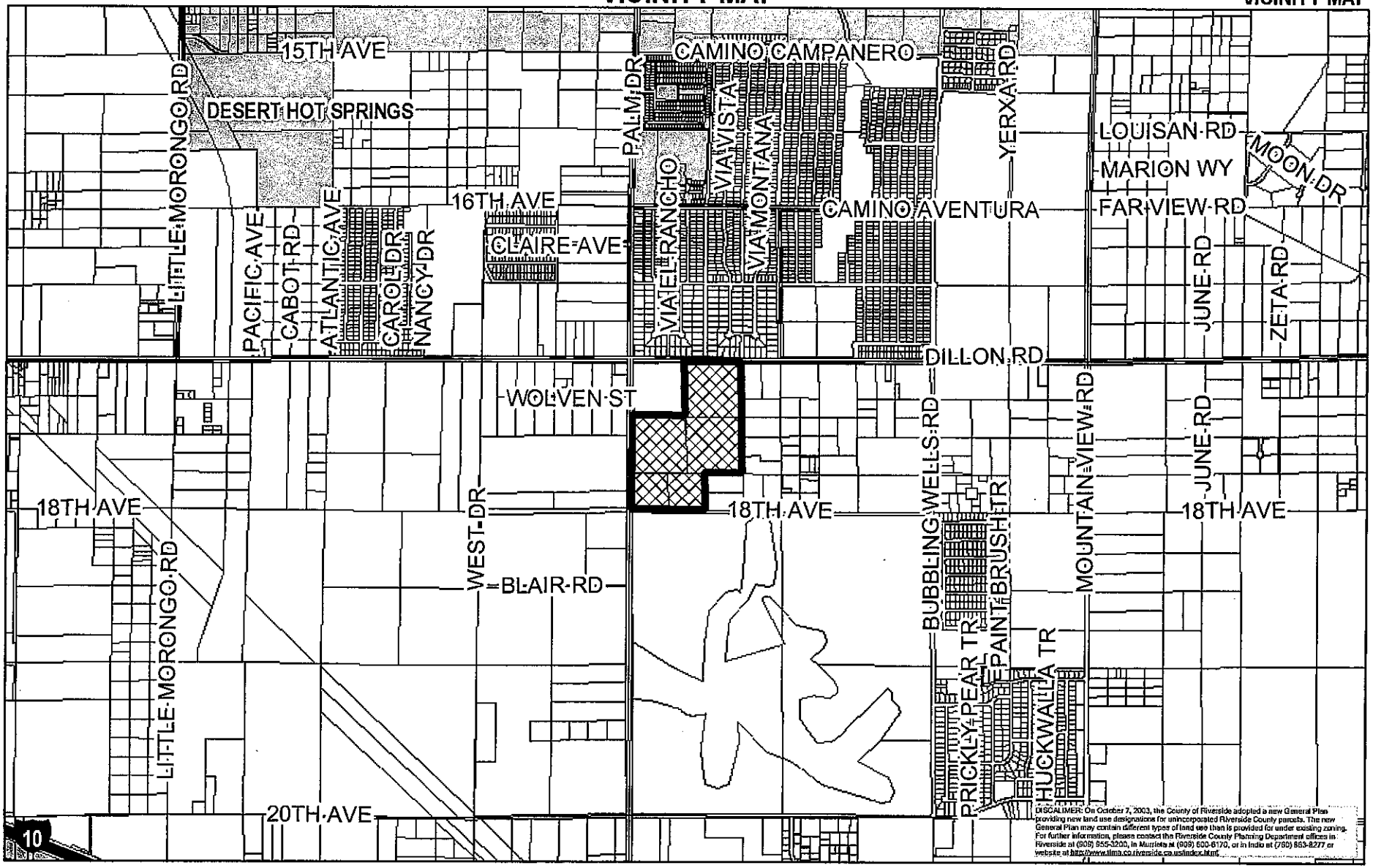
Assessors
Bk. Pg. 657-23
Thomas
Bros. Pg. 726 J2

Supervisor Ashley
District 5
Date Drawn: 4/08/08

GPA00982

VICINITY MAP

Planner: Amy Aldana
Date: 3/17/08
VICINITY MAP



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Pass & Desert
Township/Range: T3SR5E
Section: 7

0 2,600 5,200 10,400 15,600 Feet

Assessors
Bk. Pg. 657-23
Thomas
Bros. Pg. 726 J2

JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed.)

These Parcels abutt the major Arterial streets coming in to town from the 10 Freeway and Dillon rd.
We would like to put in a major retail center to benefit Desert Hot Springs area.
We feel this intersection will support a major shopping center.
Currently there is a commercial dev. on the corner that we will be working with.

III. AMENDMENTS TO POLICIES:

(Note: A conference with Planning Department staff is required before application can be filed. Additional information may be required.)

A. LOCATION IN TEXT OF THE GENERAL PLAN WHERE AMENDMENT WOULD OCCUR:

Element: _____ Area Plan: _____

B. EXISTING POLICY (If none, write "none." (Attach more pages if needed): _____

C. PROPOSED POLICY (Attach more pages if needed): _____

D. JUSTIFICATION FOR CHANGE (Please be specific. Attach more pages if needed):

These Parcels are on the major arterial streets coming into Desert Hot Springs (Palm dr. & Dillon rd.)
We believe this intersection will be the main intersection in Desert Hot Springs as Washington & Hwy 111 in La Quinta.

IV. OTHER TYPES OF AMENDMENTS:

(Note: A conference with Planning Department and/or Transportation Department staff for amendments related to the circulation element is required before application can be filed. Additional information may be required.)

A. AMENDMENTS TO BOUNDARIES OF OVERLAYS OR POLICY AREAS:

Policy Area: _____
(Please name)

Proposed Boundary Adjustment (Please describe clearly): _____

B. AMENDMENTS TO CIRCULATION DESIGNATIONS:

Area Plan (if applicable): _____

Road Segment(s) _____

Existing Designation: _____

Proposed Designation: _____

C. JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed):

These parcels abutt the major arterial streets coming into town from the 10 freeway and Dillon rd. We would like to put in a major retail center to benefit the Desert Hot Springs area. We feel this intersection will support a major shopping center. Curently there is a commercial dev. on the corner that we will be working with.

V. CASE INFORMATION REQUIREMENTS FOR GENERAL PLAN AMENDMENT:

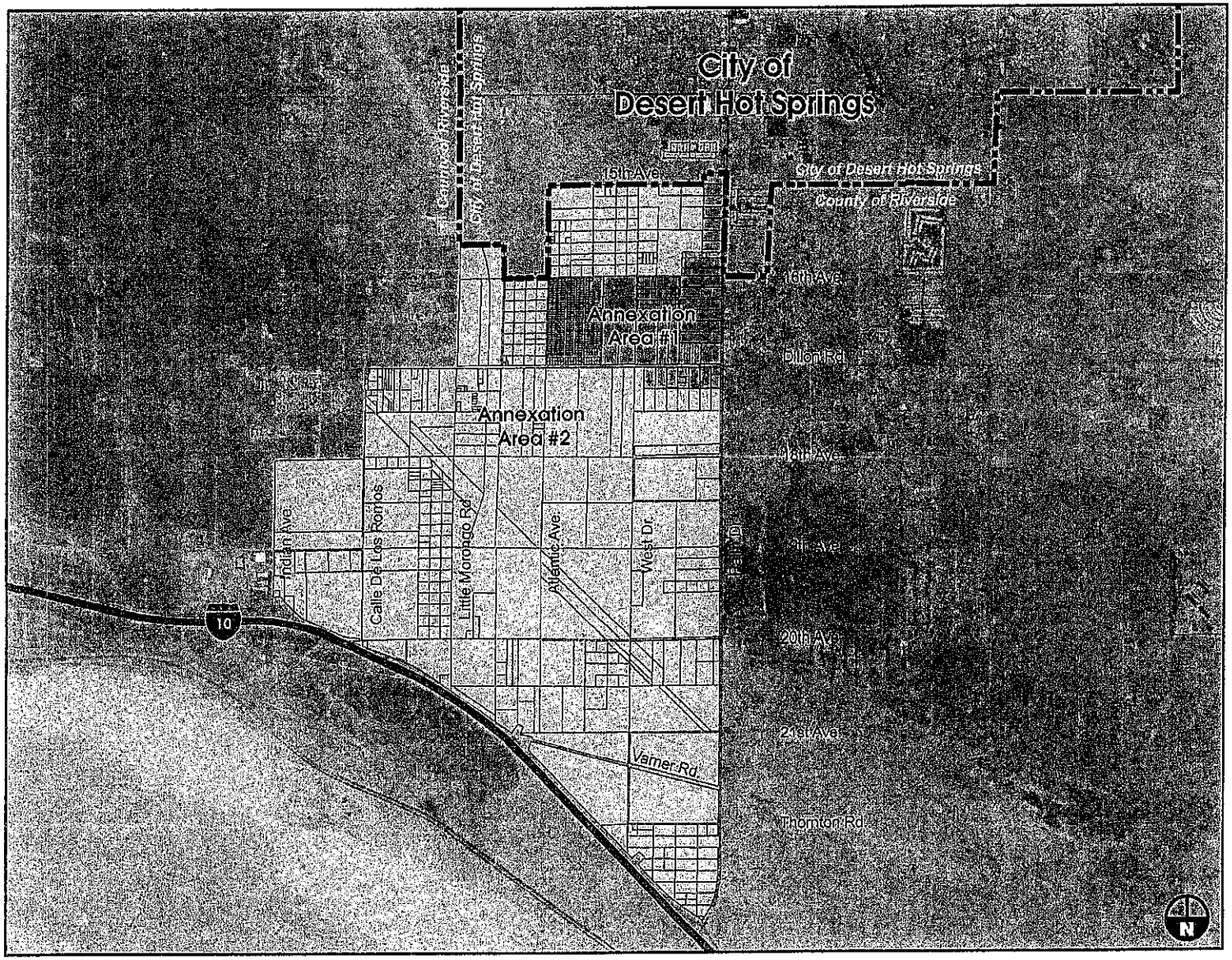
FILING INSTRUCTIONS FOR GENERAL PLAN AMENDMENT APPLICATION

The following instructions are intended to provide the necessary information and procedures to facilitate the processing of a Land Use application. Your cooperation with these instructions will insure that your application can be processed in the most expeditious manner possible.

THE GENERAL PLAN AMENDMENT FILING PACKAGE MUST CONSIST OF THE FOLLOWING:

1. One completed and signed application form.
2. One copy of the current legal description for each property involved as recorded in the Office of the County Recorder. A copy of a grant deed of each property involved will suffice.
3. If any of the properties involved do not abut a public street, a copy of appropriate documentation of legal access (e.g. recorded easement) for said property shall be provided.
4. For applications to amend Area Plan Maps, forty (40) copies of Exhibit "A" (Site Plan). The exhibit must include the information described below. All exhibits must be folded no larger than 8½' x 14.'
5. One (1) recent (less than one-year old) aerial photograph of the entire Project Site with the boundary of the site delineated.
6. Two 8½" x 11" photocopies of a U. S. Geological Survey Quadrangle Map delineating the Site boundaries (Note: each photocopy must not have been enlarged or reduced, have a North arrow, scale, quadrangle name, and Section/Township/Range location of the site.)
7. A minimum of three (3) ground-level panoramic photographs (color prints) clearly showing the whole project site. Include a locational map identifying the position from which the photo was taken and the approximate area of coverage of each photograph.
8. Digital images of the aerial photograph, Exhibit A (Site Plan), the U.S.G.S. Map, and the panoramic photographs of the site in a format acceptable to the Planning Department (e.g. TIFF, GIF, JPEG, PDF)
9. Deposit-based fees for the General Plan Amendment, and Environmental Assessment deposit-

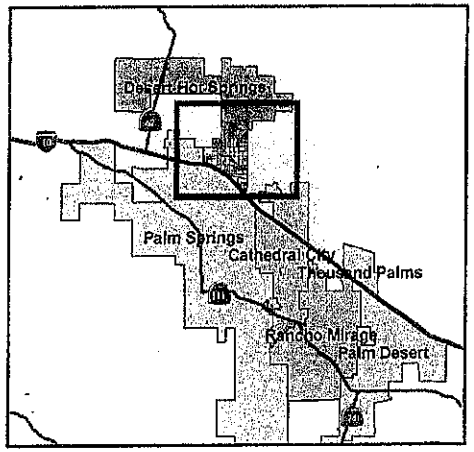
Desert Hot Springs I-10 Community Annexation



Legend

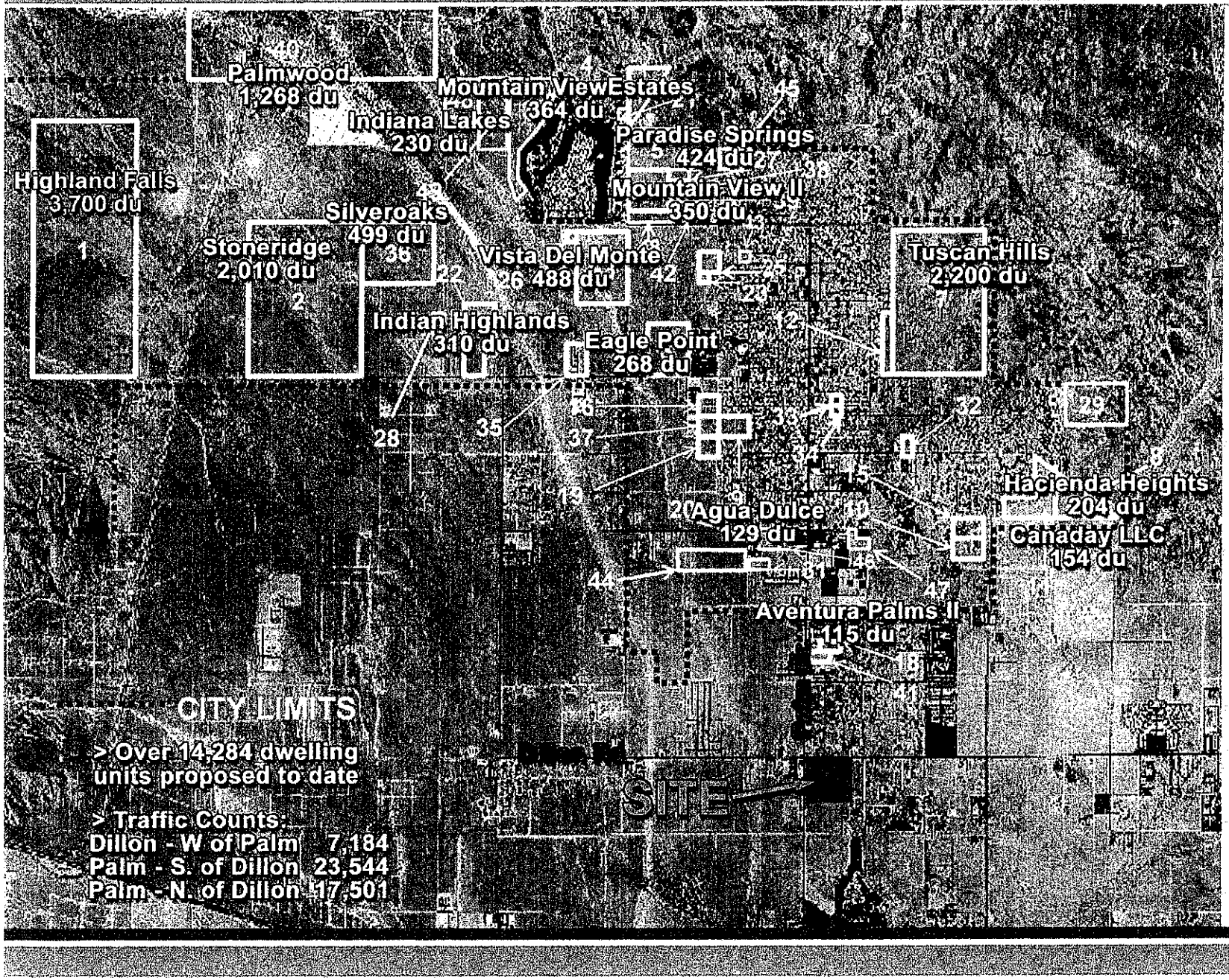
- Annexation Area #1
- Annexation Area #2
- City of Desert Hot Springs

Key Map



Annexation Area

April 18, 2007



Proposed Retail Center

SEC Palm Dr. and Dillon, Desert Hot Springs

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 319B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
April 9, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 1011 – Foundation-Regular – Applicant: John Corella – Engineer/Representative: Ruth Dearden - Fifth Supervisorial District - Pass and Desert Zoning District - Western Coachella Valley Area Plan: Rural: Rural Residential (RUR-RR) (5 Acre Minimum) – Location: Northerly of 19th Avenue, easterly of Mountain View Road, southerly of 18th Avenue, and westerly of Long Canyon Road. - 80 Gross Acres - Zoning: Controlled Development Areas (W-2) - **REQUEST:** This General Plan Amendment proposes to amend General Plan Foundation Component of the subject site from Rural: Rural Residential (RUR-RR) (5 Acre Minimum Lot Size) to Community Development: Medium High Density Residential (CD-MHDR) (5-8 DU/AC) - APN: 657-430-016

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors **tentatively decline** to adopt an order initiating proceedings for the above referenced general plan amendment based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on every GPA application and submit it to the Board of Supervisors. Prior to the submittal to the Board, comments on the application are requested from the Planning Commission, and the Planning Commission comments are included in the report to the Board. The Board will either approve or disapprove the initiation of proceedings for the GPA requested in the application. The consideration of the initiation of proceedings by the Planning Commission

Ron Goldman
Planning Director

RG:TH

REVIEWED BY EXECUTIVE OFFICE
DATE 4/15/09
Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref. | **District:** Fifth | **Agenda Number:** 15.6

Form 11p (Rev 03/28/06)

and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

Y:\AdvancedPlanning\2008FOUNDATIONCOMPONENTREVIEW\GPACases\GPA1011\GPA01011BOSPackage\GPA01011Form 11a.doc

Agenda Item No.: 7.11
Area Plan: Western Coachella Valley
Zoning District: Pass and Desert
Supervisorial District: Fifth
Project Planner: Tamara Harrison
Planning Commission: December 3, 2008

General Plan Amendment No. 1011
Applicant: John Corella
Engineer/Representative: Ruth Dearden

COUNTY OF RIVERSIDE PLANNING DIRECTOR'S REPORT AND RECOMMENDATIONS

RECOMMENDATIONS:

The Planning Director recommended that the Board of Supervisors tentatively decline to adopt an order initiating proceedings for General Plan Amendment No. 1011 from Rural: Rural Residential to Community Development: Medium High Density Residential and the Planning Commission made the comments below. The Planning Director continues to recommend to tentatively decline to adopt an order initiating proceedings from Rural: Rural Residential to Community Development: Medium High Density Residential. For additional information regarding this case, see the attached Planning Department Staff Report(s).

PLANNING COMMISSION COMMENTS TO THE PLANNING DIRECTOR:

The following comment(s) were provided by the Planning Commission to the Planning Director:

Commissioner John Roth: Commissioner Roth commented that this is not the right place for this type of density. The area is largely rural and should not be changed. He also commented that an affordable housing project in the area is questionable once you consider the cost of bringing in the necessary infrastructure. He noted that existing flooding issues may present obstacles in developing the site and that the proposal would be taking a large rural area and breaking it up. He commented that the adjacent areas could not support a 5-8 dwelling unit per acre density.

Commissioner John Snell: No Comments

Commissioner John Petty: No Comments

Commissioner Jim Porras: Commissioner Porras noted that the residents are against the proposal, based on previous cases for the area. He also commented that he understands the need for affordable housing. He stated that the subject site is not within the "Hot Springs Policy Area" and it would be difficult to include it within the policy area given its location in relation to the policy boundary. He questioned why the proposals that are adjacent to the policy area are allowed to proceed, and those proposals that are not adjacent cannot move forward. He noted that there is no middle ground. Commissioner Porras does not necessarily consider the area to be rural given the development to the northeast of the site. He noted that some of the local water districts are extending lines to the area and that ultimately it will be the applicant's burden to take on utility costs. Commissioner Porras also noted that the Board of Supervisors might want to take a look at densities and policy differentiation for the area. He agreed with staff that initiation would not be appropriate because he knows how strong the community feels about higher densities in the area.

Commissioner Jan Zuppardo: Commissioner Zuppardo commented that the area may not be as rural as its designation suggests; however, 5-8 dwelling units per acre does not seem to be the right number. She said that she understands the need for affordable housing in the area, but has difficulty supporting the proposal. She agreed with staff's recommendation that initiation would not be appropriate.

Y:\AdvancedPlanning\2008FOUNDATIONCOMPONENTREVIEW\GPACases\GPA1011\GPA01011BOSPackage\GPA01011BOSDirectorsReport.doc

Agenda Item No.: 7.11
Area Plan: Western Coachella Valley
Zoning District: Pass and Desert
Supervisorial District: Fifth
Project Planner: Tamara Harrison
Planning Commission: December 3, 2008

General Plan Amendment No. 1011
E.A. Number 41842
Applicant: John Corella
Engineer/Rep.: Ruth Dearden

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

The applicant proposes to amend the General Plan Foundation Component and Land Use designations from "Rural: Rural Residential" (RUR:RR) (5 acre min.) to "Community Development: Medium High Density Residential (CD:MHDR) (5-8 du/ac) for an approximately 80-acre parcel. The project is located southerly of 18th Avenue, northerly of 19th Avenue, easterly of Mountain View Road, westerly of Long Canyon Road.

ISSUES OF POTENTIAL CONCERN:

The proposed site is located in the "Southeast Desert Hot Springs" community within the "Western Coachella Valley Area Plan." The parcel is located in an area characterized by scattered rural uses on larger parcels. The majority of the surrounding lots are vacant or contain single-family residential uses. The proposal is inconsistent with the existing land use pattern, the character and the overall vision of the area.

Area-wide flooding is present with most parcels including the southern portion of the subject site falling within the 100-year flood plain. No information has been provided regarding infrastructure improvements which would protect this site from flooding. Increasing the density and intensifying the use of the lot would increase the potential for flooding hazards.

Policy LU 23.3 of the General Plan requires "adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed land use. No substantial evidence has been provided to show that new conditions or circumstances are present in the area to justify the proposed change; sewer is not available at the site.

CUP03270R1 extended the life of an approved 250 space vacation RV Park with a clubhouse and recreational facilities to the northeast of the subject site across 18th Avenue in July of 2003. The original approval for the RV Park was under CUP03270 and was approved in 1999. The project is currently in the construction stages.

RECOMMENDATION:

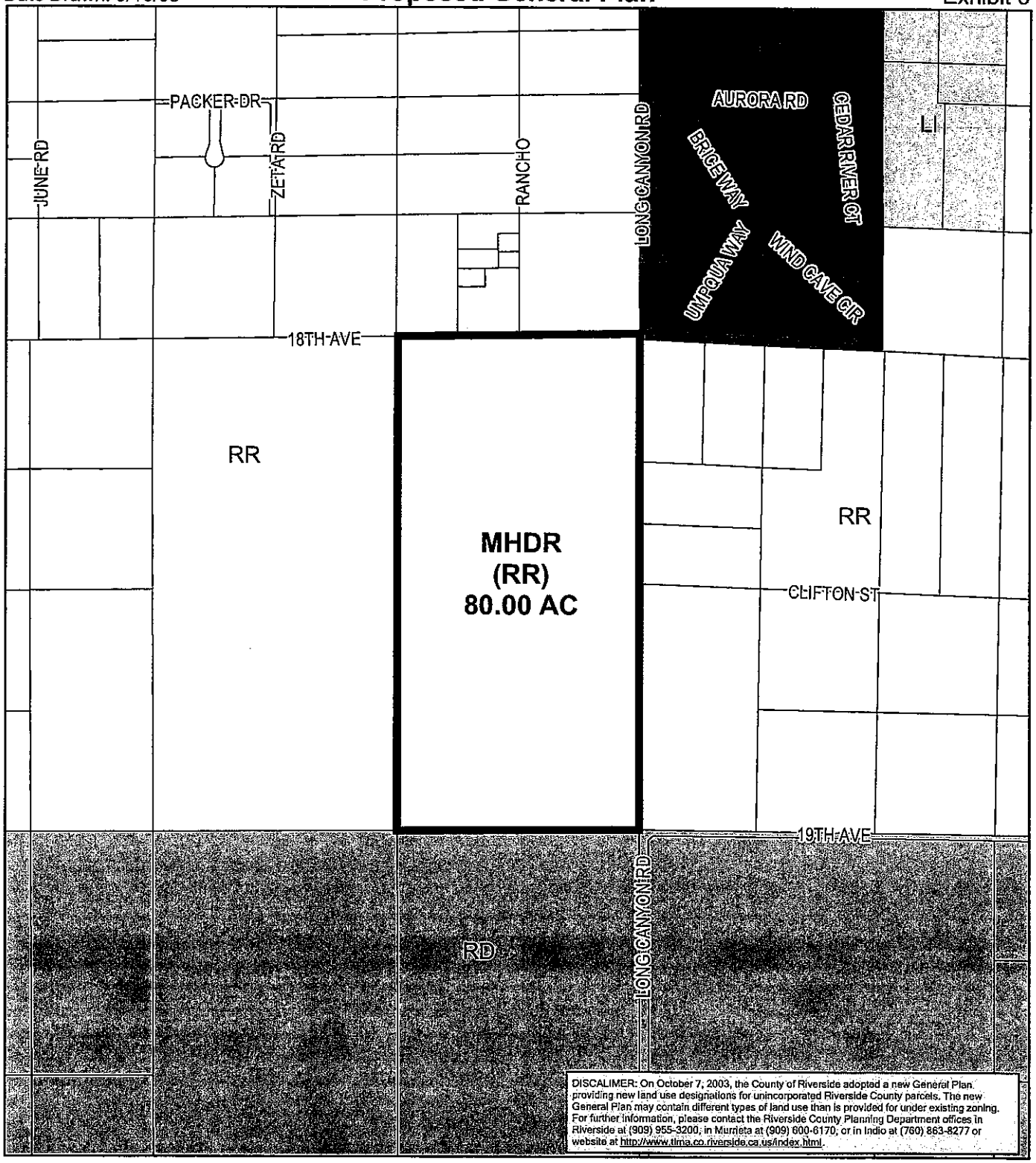
Comment that adoption of an order initiating proceedings for General Plan Amendment No. 1011 from Rural: Rural Residential to Community Development: Medium High Density Residential **would not be appropriate.**

Supervisor Ashley
District 5
Date Drawn: 9/10/08

GPA01011

Proposed General Plan

Planner: Amy Aldana
Date: 9/17/08
Exhibit 6



RIVERSIDE COUNTY PLANNING DEPARTMENT

District: Pass & Desert
Township/Range: T3SR5E
Section : 16

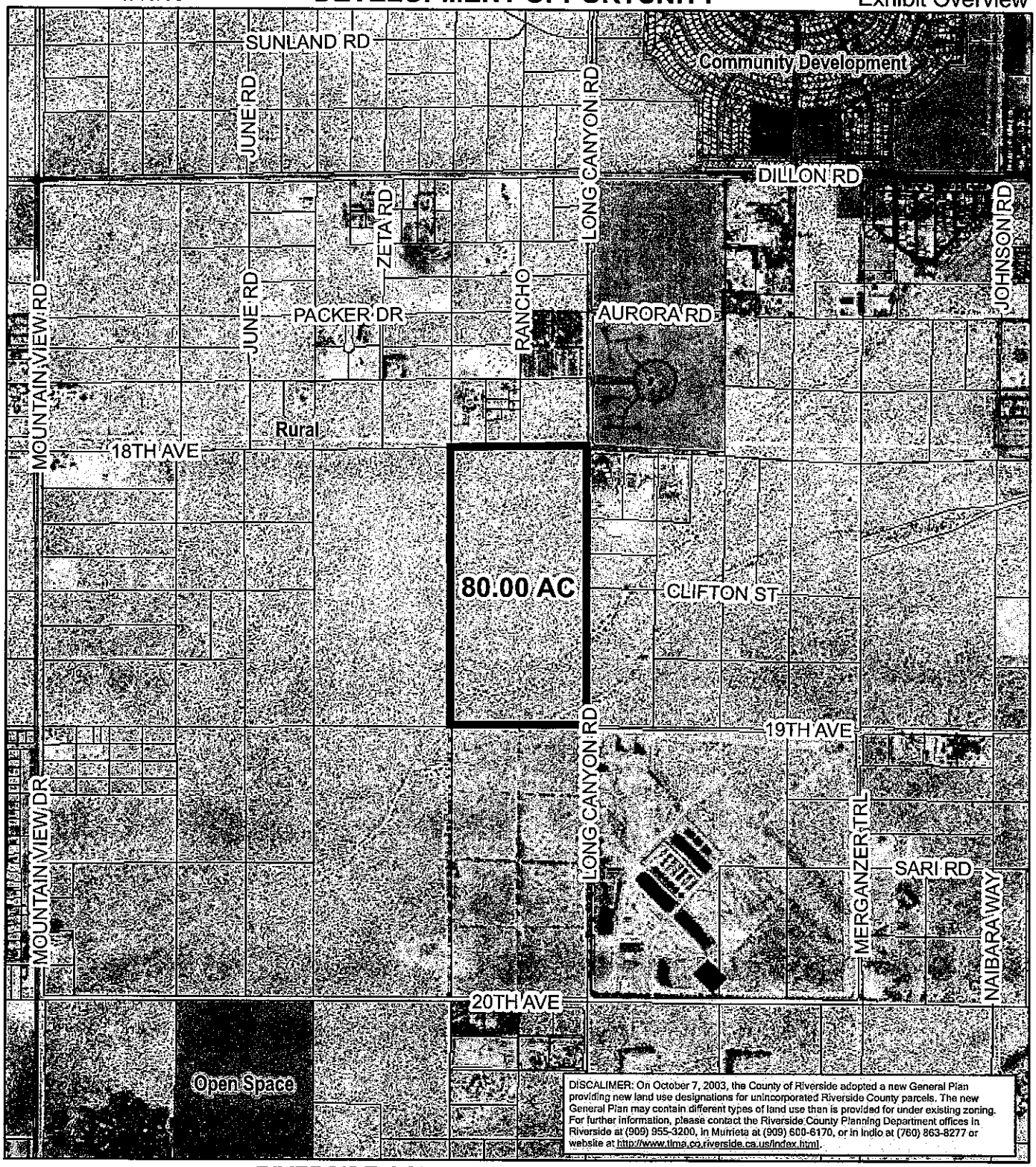
Assessors Bk.Pg. 657-43
Thomas Bros. Pg. 727 E4

Supervisor Ashley
District 5
Date Drawn: 9/10/08

GPA01011

DEVELOPMENT OPPORTUNITY

Planner: Amy Aldana
Date: 9/17/08
Exhibit Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

District: Pass & Desert
Township/Range: T3SR5E
Section: 16

Assessors
Bk. Pg. 657-43
Thomas
Bros. Pg. 727 E4

0 1,000 2,000 4,000 6,000
Feet

Supervisor Ashley
District 5
Date Drawn: 9/10/08

GPA01011
Land Use

Planner: Amy Aldana
Date: 9/17/08
Exhibit 1

DISCALIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (909) 955-3200, in Murrieta at (909) 600-6170, or in Indio at (760) 863-8277 or website at http://www.tlma.co.riverside.ca.us/index.html.
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RIVERSIDE COUNTY PLANNING DEPARTMENT

District: Pass & Desert
Township/Range: T3SR5E
Section: 16

N W E S

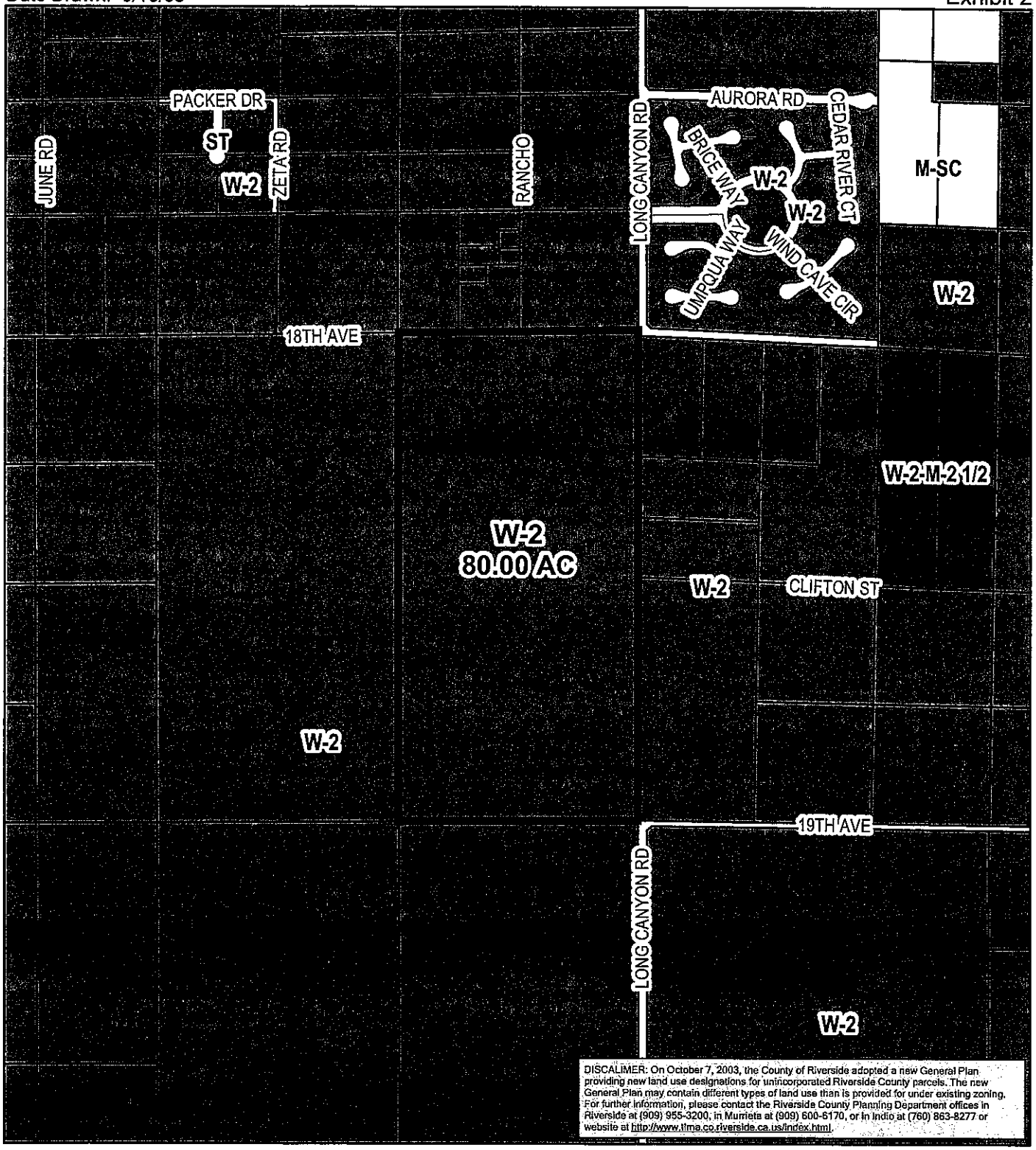
Assessors
Bk. Pg. 657-43
Thomas
Bros. Pg. 727 E4

0 550 1,100 2,200 3,300
Feet

Supervisor Ashley
District 5
Date Drawn: 9/10/08

GPA01011
EXISTING ZONING

Planner: Amy Aldana
Date: 9/17/08
Exhibit 2



RIVERSIDE COUNTY PLANNING DEPARTMENT

District: Pass & Desert
Township/Range: T3SR5E
Section : 16

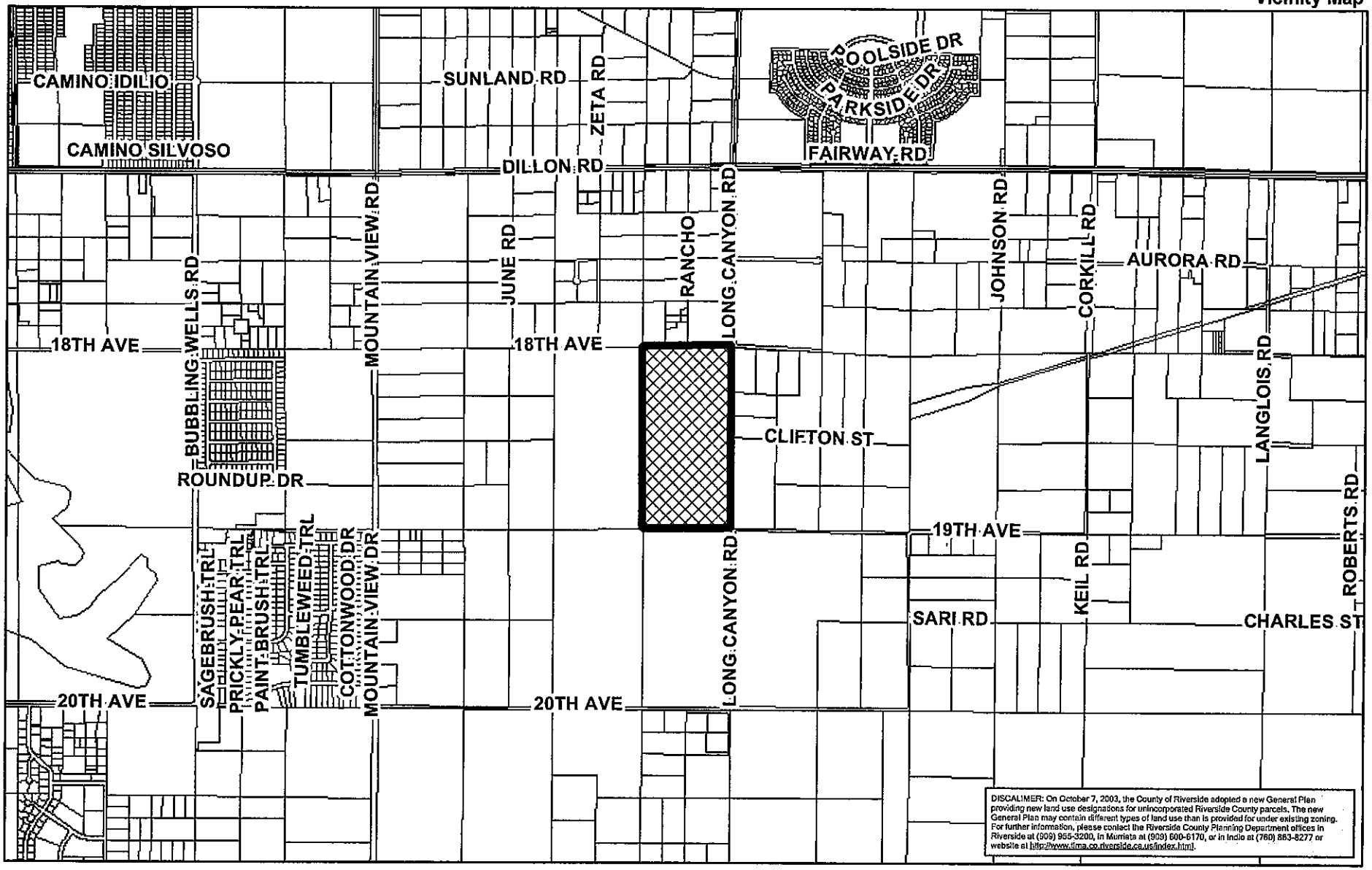
0 500 1,000 2,000 3,000
Feet

Assessors
Bk. Pg. 657-43
Thomas
Bros. Pg. 727 E4

Supervisor Ashley
District 5
Date Drawn: 9/10/08

GPA01011
VICINITY MAP

Planner: Amy Aldana
Date: 9/17/08
Vicinity Map



District: Pass & Desert
Township/Range: T3SR5E
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RIVERSIDE COUNTY PLANNING DEPARTMENT

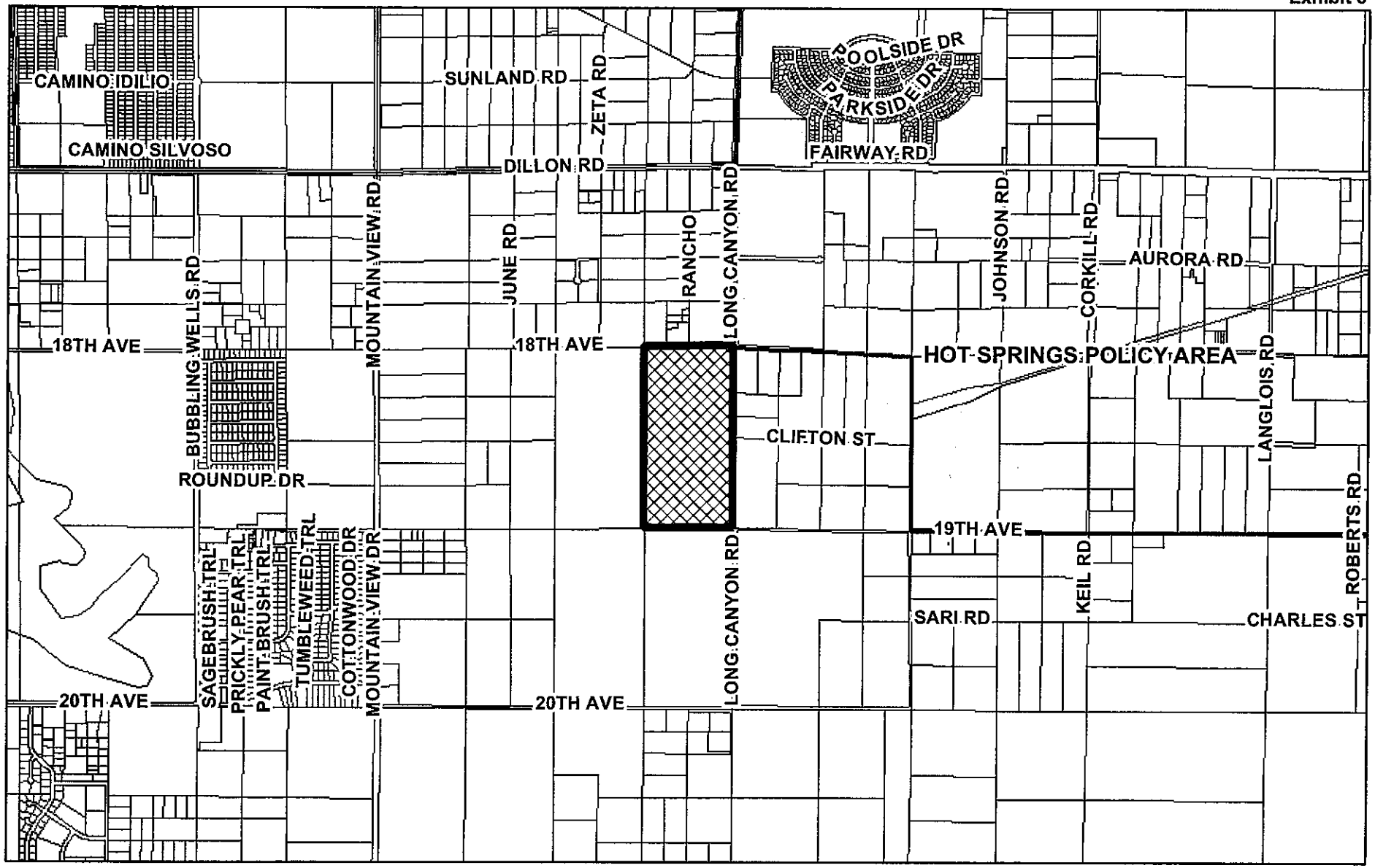
Assessors
Bk. Pg. 657-43
Thomas
Bros. Pg. 727 E4

0 2,100 4,200 8,400 12,600 Feet

Supervisor Ashley
District 5
Date Drawn: 9/10/08

GPA01011
POLICY AREAS

Planner: Amy Aldana
Date: 9/17/08
Exhibit 8



RIVERSIDE COUNTY PLANNING DEPARTMENT

District: Pass & Desert
Township/Range: T3SR5E
Section : 16

0 2,100 4,200 8,400 12,600 Feet

Assessors
Bk. Pg. 657-43
Thomas
Bros. Pg. 727 E4

Riverside County General Plan Foundation Component Change Justification

Project Name: Yianni 80

Project size: 82.06 acres

Location: Located at the southwest corner of the intersection of 18th Avenue and Long Canyon Road, between and abutting 18th Avenue on the north and 19th Avenue on the south in the unincorporated portion of Riverside County. Project site is approximately southeast of the city limits of the City of Desert Hot Springs.

Land Owner: Yianni Michaelides
Donnybrook Investments, LLC
2620 Jefferson Street
Riverside, CA 92504

Owner's Representative: John A. Corella
Ancore Associates International, Inc.
79785 Shadwell Circle
La Quinta, CA 92253
760-404-8449

Assessors Parcel Number: APN 657-430-016

Legal Description: The east ½ of the northeast quarter of Section 16, Township 3 South, Range 5 East, San Bernardino Base and Meridian, County of Riverside, State of California.

Justification: The request to change the foundation component and Land Use Designation of this property from Residential Rural to Community Development – Medium High Density Residential is justified for many reasons. These include proposed uses, location and proximity to other similar property use designations.

The proposed uses for the property include mobile/manufactured home sites and/or park, recreational vehicle resort and/or single family residential homes. The location of the property allows a flexibility of land use and value in each of the above stated uses and/or a combination of the said uses.

The property lies approximately 1 mile east of the Desert Dunes Golf Club and ½ mile south of Desert Crest Country Club. The area approximately 1 mile to the northeast of the project is considered the Hot Springs Policy Area and approximately 1 mile to the northwest is the City limits of the City of Desert Hot Springs. Currently there is a recreational vehicle park under construction at the northeast corner of 18th Avenue and Long Canyon Road adjacent of the project.

Even though the property location is in proximity to more intensive urban uses the need for more conservatively priced clustered retreats in areas surrounded by open space are in demand. The property is also very similar to the Sky Valley area a few miles to the northeast. According to the Riverside County Integrated Project (RCIP), the Sky Valley Area "is the largest concentration of mobile home parks and recreational vehicle parks in unincorporated Riverside County." The property, having very similar characteristics in both affordability, location near an expanding urban area, and open space vistas is ideal for the lifestyles and values servicing proponents for these types of uses.

Similarly, the property is just southwest of the Hot Springs Policy Area. Even though it has not been determined whether or not hot water exist below the property, the location of the property will not deter uses of the same venue. Recreational vehicle parks and mobile/manufactured home parks have successfully been established in the area offering the healthful benefits of open space, desert breezes and scenic mountain vistas. Thus, the RCIP statement "This resource provides potential health benefits and assists in the attraction of tourists and seasonal residents to the Coachella Valley, thereby contributing to the local economy," will also apply to this property.

The Foundation Component Change for this property is also consistent with the current General Plan Concepts for Modification, which states "The modifications do not conflict with the overall RCIP Vision, and the modifications would not create an internal inconsistency among elements of the General Plan."

This property is also outside the designated boundaries of the Coachella Valley Multi-Species Habitat Conservation Plan, as determined by the County, when this habitat conservation plan is adopted by the County of Riverside and all other responsible agencies. In addition, soils, biological, cultural, paleontological and archeological studies have been conducted on the property and no significant findings have been indicated.

The proposed uses for the property are also consistent with the Design Guidelines of the Riverside County General Plan Concepts as stated Guideline Objectives:

- "To promote high quality development with better building materials and enhanced landscaping.
- To create efficient land use patterns that will maintain the economic value of communities and their long tern desirability as places to live and work.
- To incorporate neighborhood amenities such as parks, trail and open space n convenient locations
- To implement goals and policies of Riverside County General Plan."

The property is located adjacent to two existing transportation corridors for the region. The property is currently accessed via Long Canyon Road from the north. This road is already paved. The property is also bound to the north by 18th Avenue which is cited in the proposed Circulation Element of the City of Desert Hot Springs new General Plan. In that plan 18th Avenue is proposed to be extended west from Mountain View Road. Long Canyon Road in said plan is proposed to be improved from 18th Avenue to 19th Avenue

which is the eastern property line of said property. Existing patented easements exists for these roadways. The proposed project will make improvements along the property's north and east frontages which are consistent with the current and proposed local roadway circulation plan elements.

In support of this Riverside County General Plan Foundation Component Change for said property, The RCIP also states:

"LU 2. 1 Accommodate land use development in accordance with the patterns and distribution of use and density... depicted on the General Plan Land Use Map (Figure LU-1) and the Area Plan Land Use Maps, in accordance with the following: (AI 1, 3, 5, 9, 27, 29, 30, 41, 60, 91)

a. Provide a land use mix at the countywide and area plan levels based on projected need and supported by evaluation of impacts to the environment, economy, infrastructure, and services.

b. Accommodate a range of community types and character, from agricultural and rural enclaves to urban and suburban communities.

c. Provide for a broad range of land uses, intensities, and densities, including a range of residential, commercial, business, industry, open space, recreation, and public facilities uses.

LU 3.2 Use open space, greenways, recreational lands, and watercourses as community separators. (AI 25, 40, 60, 61)

LU 3.3 Promote the development and preservation of unique communities in which each community exhibits a special sense of place and quality of design. (AI 14, 30)

LU 6.3 Consider the positive characteristics and unique features of the project site and surrounding community during the design and development process. (AI 3)

LU 7.1 Accommodate the development of a balance of land uses that maintain and enhance the County's fiscal viability, economic diversity, and environmental integrity. (AI 18)

LU 7.12 Improve the relationship and ratio between jobs and housing so that residents have an opportunity to live and work within the County.

LU 8.3 Incorporate open space, community greenbelt separators, and recreational amenities into Community Development areas in order to enhance recreational opportunities and community aesthetics, and improve the quality of life. (AI 9, 28)

The property incorporates several desires of the Riverside County General Plan regarding open space areas and community/property buffers that allow for the General Plan Foundation component change.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

9198

FROM: TLMA - Planning Department

SUBMITTAL DATE:
March 5, 2009

SUBJECT: CHANGE OF ZONE NO. 7186, PLOT PLAN NO. 20711, TENTATIVE PARCEL MAP NO. 34706, ENVIRONMENTAL IMPACT REPORT NO. 497 – EA40256 – Applicant: Oakmont Industrial Group - Engineer/Rep: Albert A. Webb & Associates - First Supervisorial District – North Perris Zoning District – Mead Valley Area Plan – Community Development: Light Industrial (CD:LI) (.25 to .60 floor to area ratio) - Location: Northerly of Placentia Street, westerly of West Frontage Road, and easterly of Harvill Avenue – 21.86 Gross Acres – Manufacturing Heavy (M-H) Zoning - **REQUEST:** The Change of Zone proposes to change the zoning of the 21.86 gross acre parcel from Manufacturing- Heavy (M-H) to Manufacturing- Service Commercial (M-SC); The Plot Plan proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5,000 s.f of office, 25,000 s.f of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation; The Tentative Parcel Map proposes a Schedule E subdivision of 21.52 gross acres into two parcels: Parcel 1 is 13.63 gross acres and Parcel 2 is 7.53 gross acres. The tenative parcel map also includes a 0.36 acre dedication to the public right-of-way; and, the Environmental Impact Report has been prepared to inform decisions makers and the public of the potential significant environmental effects associated with the development of the proposed project per the California Environmental Quality Act (CEQA) and the Riverside County Rules to implement CEQA.

Ron Goldman
Planning Director

RG:db

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 3/23/09 Tina Grande Departmental Concurrence

☒ Policy ☒ Policy
☐ Consent ☐ Consent
Dep't Recomm.: Per Exec. Ofc.:

09 MAR 23 AM 10:52

Prev. Agn. Ref. | **District:** First | **Agenda Number:** 16.1

RECOMMENDED MOTION:

The Planning Department recommended Approval; and,
THE PLANNING COMMISSION RECOMMENDED:

CERTIFICATION of **ENVIRONMENTAL IMPACT REPORT No. 497,** based on the findings incorporated in the EIR and the conclusion that the project will not have a significant effect on the environment;

APPROVAL of **CHANGE OF ZONE No. 7186**, as seen on Exhibit 3, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report;

APPROVAL of **PLOT PLAN No. 20711**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report; and,

APPROVAL of **PARCEL MAP No. 34706**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

Agenda Item No.: 5.7
Area Plan: Mead Valley
Zoning District: North Perris Area
Supervisorial District: First District
Project Planner: Nicole Berumen
Planning Commission: April 2, 2008
Continued From: March 5, 2008

CHANGE OF ZONE NO. 7186
PLOT PLAN NO. 20711
TENTATIVE PARCEL MAP NO. 34706
EIR NO. 497
Applicant: Oakmont Industrial Group
Engineer/Rep: Albert A Webb Associates

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
ADDENDUM STAFF REPORT

Based on the proposed Mid County Parkway Alignment, more specifically Alternative 9 which would travel along the southern portion of the project site, after the Planning Commission Hearing the project applicant modified the site design to include the following project description:

Change of Zone No. 7186 proposes to change the zoning of the 21.86 gross acre parcel from Manufacturing- Heavy (M-H) to Manufacturing- Service Commercial (M-SC).

Plot Plan No. 20711 proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5,000 s.f of office, 25,000 s.f of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation.

Tentative Parcel Map No. 34706 proposes a Schedule E subdivision of 21.52 gross acres into two parcels: Parcel 1 is 13.63 gross acres and Parcel 2 is 7.53 gross acres. The tenative parcel map also includes a 0.36 acre dedication to the public right-of-way

Environmental Impact Report No. 497 has been prepared to inform decisions makers and the public of the potential significant environmental effects associated with the development of the proposed project per the California Environmental Quality Act (CEQA) and the Riverside County Rules to implement CEQA.

All conditions of approval have been updated to reflect the most current project design.

ABR 3/3/09

Agenda Item No.: 5.7
Area Plan: Mead Valley
Zoning District: North Perris Area
Supervisorial District: First District
Project Planner: Nicole Berumen
Planning Commission: April 2, 2008
Continued from: March 5, 2008

CHANGE OF ZONE No. 7186
PLOT PLAN No. 20711
TENTATIVE PARCEL MAP No. 34706
E.I.R. No: 497
STATE CLEARINGHOUSE NO. 2006101095
Applicant: Oakmont Industrial Group
Engineer/Rep.: Albert A Webb Associates

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

Change of Zone No. 7186 proposes to change the zoning of the 21.86 gross acre parcel from Manufacturing- Heavy (M-H) to Manufacturing- Service Commercial (M-SC).

Plot Plan No. 20711 proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Proposed Building A is approximately 235,500 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 115,500 s.f. for distribution and Proposed Building B is approximately 126,500 square feet (s.f.) which includes 12,200 s.f of office, 61,000 s.f of manufacturing, as well as 53,300 s.f. of distribution. The project will be built in two phases: Phase I will include the construction of Proposed Building A, 334 standard parking spaces, 8 Handicap parking spaces, adjacent loading spaces, landscaping for proposed Parcel 1 and an interim detention basin which is to remain until the completion of downstream drainage facilities; Phase II will include the removal of the interim detention basin, construction of Proposed Building B, 189 standard parking spaces, 7 Handicap parking spaces, adjacent loading spaces, and completion of landscaping for the entire site. Per Ordinance 460 landscaping requirements, the proposed project is required to provide 1.85 acres of landscaping and will be providing 2.68 acres of landscaping, therefore exceeding the requirement. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation.

Tentative Parcel Map No. 34706 proposes a Schedule E subdivision of a 21.86 gross acre parcel into two parcels with Parcel 1 being approximately 13.36 gross acres and Parcel 2 being approximately 7.80 gross acres. The parcel map also includes a 0.36 acre dedication to the State of California Right of Way.

Environmental Impact Report No. 497 has been prepared to inform decisions makers and the public of the potential significant environmental effects associated with the development of the proposed project per the California Environmental Quality Act (CEQA) and the Riverside County Rules to implement CEQA.

The project site is located northerly of Placentia Street, westerly of West Frontage Road and easterly of Harvill Avenue in the Mead Valley Area Plan.

FURTHER PLANNING CONSIDERATIONS:

At the previous hearing, the Planning Commission expressed concern with the overriding considerations which were identified within Environmental Impact Report No. 497. More specifically the concern was associated with cumulative air impacts for the Mead Valley Area Plan and the overall Perris Basin, as well as for the project specific impacts. The Planning Commission directed staff to more fully evaluate the potentially significant, cumulative Air Quality Impacts, based upon the Commission's comments and public testimony presented at the last Planning Commission Public Hearing.

3-10-08

ISSUES OF POTENTIAL CONCERN:

1. **Environmental Impacts (EIR 497):**

   The project has been designed or conditioned to mitigate most environmental impacts to below a level of significance. However, overriding consideration will be required for the following unavoidable adverse impacts:

   a. **Air Quality**: Implementation of the proposed project would expose sensitive receptors to substantial pollutant concentrations (Impact 5.10.1). The proposed project would result in a cumulatively considerable net increase of criteria pollutants for which South Coast Air Basin (SoCAB) is in non attainment (Impact 5.10.3).

      The Health Risk Assessment seen within the Draft Environmental Impact Report was revised per a comment letter received by South Coast Air Quality Management District dated November 20, 2007 included within the Final Environmental Impact Report. The revisions used for the model determined that the on going operations of the proposed project would result in a less than significant impact due to the cancer and non cancer risks from diesel emissions.

      Increased truck traffic from virtually zero to projected levels will result in irreversible impacts that would remain significant and unavoidable. The project area is out of attainment for both Ozone and PM10 particulate matter. The proposed project would mitigate short term air quality impacts to a less than significant level, but with regards to long term emissions the proposed project would represent a significant cumulative impact.

   b. **Agricultural Resources**: A portion of the proposed project site is identified as containing Prime Farmland. Implementation of the proposed project site would result in the permanent conversion of lands designated as Prime Farmlands, therefore impacts would be significant and unavoidable (Impact 5.9-1).

   c. **Aesthetics**: Implementation of the proposed project would have a cumulative impact with regards to an increase in ambient nighttime lighting levels resulting from development and associated vehicle headlights. This is considered a significant and unavoidable cumulative impact (Impact CUMULATIVE IMPACT).

SUMMARY OF FINDINGS:

1.	Existing Land Use (Ex. #1):	Vacant
2.	Proposed Zoning (Ex. # 3):	Manufacturing- Service Commercial (M-SC)
3.	Surrounding Zoning (Ex. # 3):	Manufacturing Heavy (M-H) to the north, south and east, Manufacturing Medium (M-M) to the east, and Manufacturing Service Commercial (M-SC) to the west.
4.	Existing General Plan Land Use (Ex. #5):	Community Development: Light Industrial (CD:LI) (.25 to .60 floor to area ratio)
5.	Surrounding Land Use (Ex. #1):	Vacant to the east, south and west, outdoor storage

	to the north, and manufacturing & office to the west.
6. Project Data:	Total Acreage: 19.80 acres Total Proposed Lots: two lots Proposed Min. Lot Size: 7.80 gross acres Schedule: E
7. Environmental Concerns:	See attached environmental impact report

RECOMMENDATIONS:

TENTATIVE CERTIFICATION of a **ENVIRONMENTAL IMPACT REPORT No. 497,** based on the findings incorporated in the EIR and the conclusion that the project will not have a significant effect on the environment; and,

TENTATIVE APPROVAL of **CHANGE OF ZONE No. 7186,** as seen on Exhibit 3, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report; and,

APPROVAL of **PLOT PLAN No. 20711**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report; and,

APPROVAL of **PARCEL MAP No. 34706**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

CONCLUSIONS:

1. The proposed project is in conformance with the Community Development: Light Industrial (CD:LI) (.25 to .60 floor to area ratio) Land Use Designation, and with all other elements of the Riverside County General Plan.

2. The proposed project is consistent with the proposed Manufacturing- Service Commercial (M-SC) zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.

3. The proposed project is consistent with the Schedule E map requirements of Ordinance No. 460, and with other applicable provisions of Ordinance No. 460.

4. The proposed project is consistent with the adopted policies of the Mead Valley Redevelopment Area.

5. The public's health, safety, and general welfare are protected through project design.

6. The proposed project is compatible with the present and future logical development of the area.

7. The Environmental Impact Report has determined that most potential adverse impacts can be mitigated to a level of less than significant by the recommended mitigation measures. However, the project will require the Riverside County Board of Supervisors to adopt Findings for Overriding

Considerations for the significant and unavoidable impacts to Air Quality, Agriculture and Aesthetics.

8. The proposed project will not preclude reserve design for the Multi-Species Habitat Conservation Plan (MSCHP).

FINDINGS: The following findings are in addition to those incorporated in the summary of findings, and in the attached environmental impact report, which is incorporated herein by reference.

1. The project site is designated Community Development: Light Industrial (CD:LI) (.25 to .60 floor to area ratio) on the Mead Valley Area Plan.

2. The proposed plot plan, is permitted in the Community Development: Light Industrial (CD:LI) (.25 to .60 floor to area ratio) land use designation.

3. The project site is surrounded by properties which are designated Community Development (CD:LI) (.25 to .60 floor to area ratio).

4. The proposed zoning for the subject site is Manufacturing- Service Commercial (M-SC).

5. The proposed plot plan is consistent with the development standards set forth in the Manufacturing- Service Commercial (M-SC) zone.

6. The project site is surrounded by properties which are zoned Manufacturing- Heavy (M-H) to the north, south and east, Manufacturing- Medium (M-M) to the east, and Manufacturing- Service Commercial (M-SC) to the west.

7. Within the vicinity of the proposed project there is manufacturing & office uses located to the west, an outdoor storage yard located to the north, and vacant land to the east, south and west.

8. This project not located within a Criteria Area of the Multi-Species Habitat Conservation Plan.

9. This project is within the City Sphere of Influence of Perris. The City of Perris has reviewed the proposed project and are in support of the proposed Change of Zone No. 7186 and use for the site, see email dated 8/29/05.

10. The proposed project will result in a significant and unavoidable impact to the environment. Specifically, the project will result in significant and unavoidable impacts to Air Quality, Agriculture and Aesthetics.

INFORMATIONAL ITEMS:

1. All letter which have been received pertaining to the proposed project have been included.

2. The project site is not located within:
   a. A 100-year flood plain, an area drainage plan, or dam inundation area;
   b. A high fire area; or
   c. A fault zone.

3. The project site is located within:
   a. The city of Perris sphere of influence,
   b. The Stephens Kangaroo Rat Fee Area,
   c. The boundaries of the Val Verde Unified School District,
   d. Zone B (39 miles) of Lighting Ordinance 655,
   e. Specific Plan No. 100 "A Street" and is in conformance with the plan, and
   f. Land designated as Prime Farmland and Urban/Built Up Land.

4. The subject site is currently designated as Assessor's Parcel Numbers 317-240-008, 317-240-013, 317-240-015, 317-240-032, and 317-240-035.

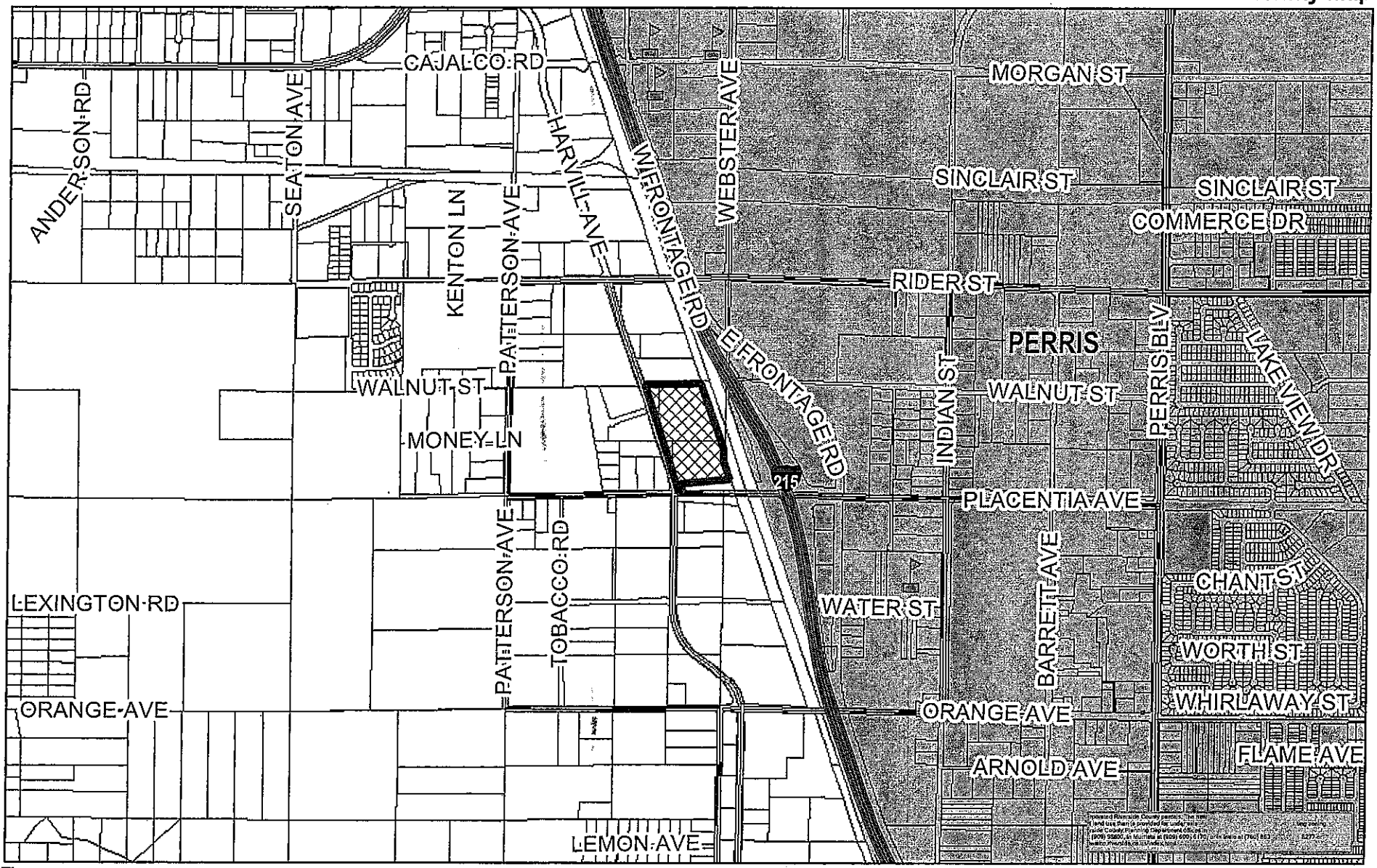
NB:ls
Y:\Planning Master Forms\Staff Report.doc
Date Prepared: 2/8/08
Date Revised: 2/13/08

Supervisor Buster
District 1
Date Drawn: 2/06/08

CZ07186 PP20711 PM34706 EIR497

VICINITY MAP

Planner: Ryan Fowler
Date: 3/05/08
Vicinity Map



Zone
Area: North Perris
Township/Range: T4SR4W
Section : 13

RIVERSIDE COUNTY PLANNING DEPARTMENT

0 1,650 3,300 6,600 9,900 Feet

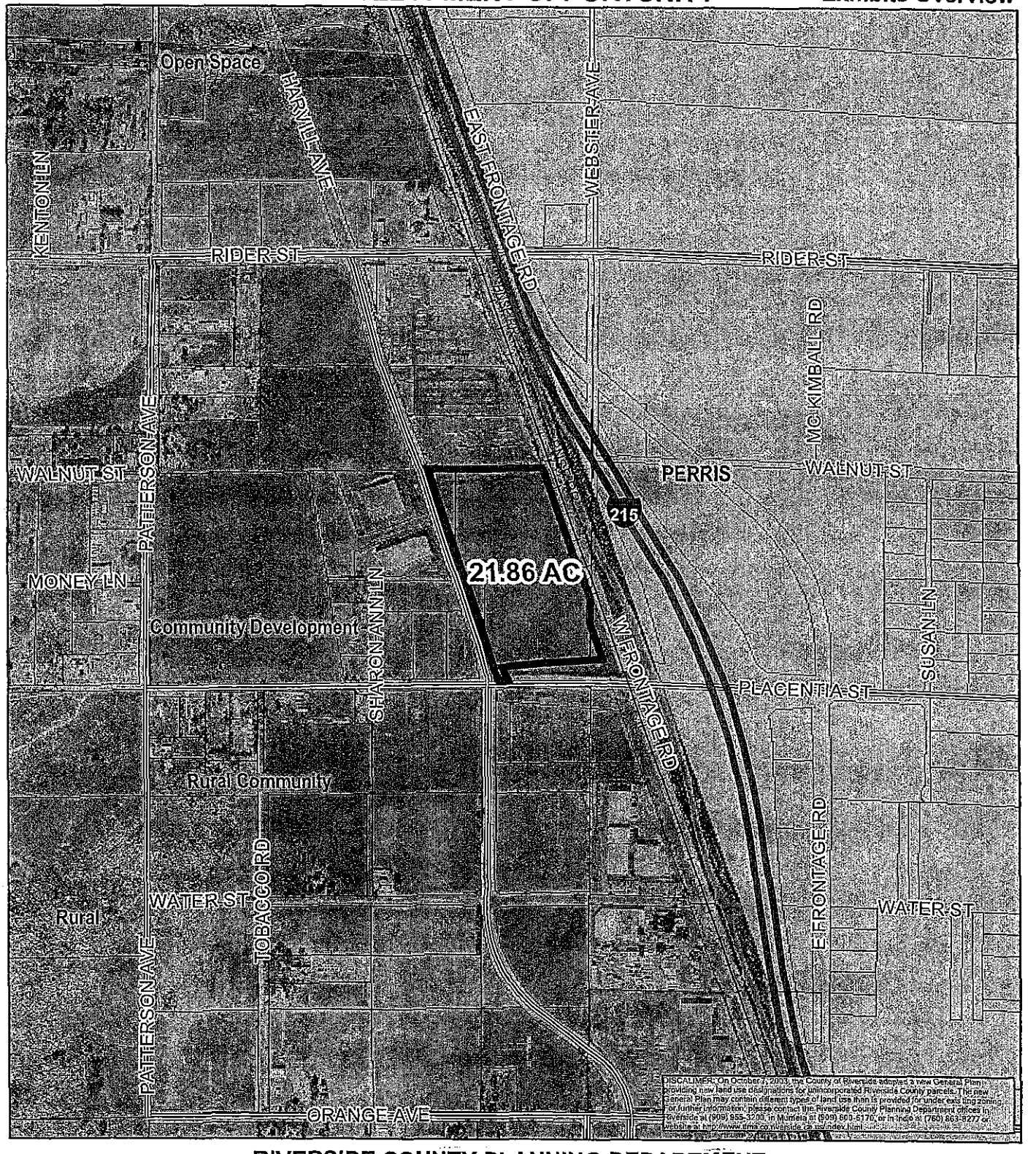
Assessors
Bk. Pg. 317-24
Thomas
Bros. Pg. 777 E4

Supervisor Buster
District 1
Date Drawn: 2/06/08

CZ07186 PP20711 PM34706 EIR497

DEVELOPMENT OPPORTUNITY

Planner: Ryan Fowler
Date: 3/05/08
Exhibits Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

Area
Plan: North Perris
Township/Range: T4SR4W
Section: 13

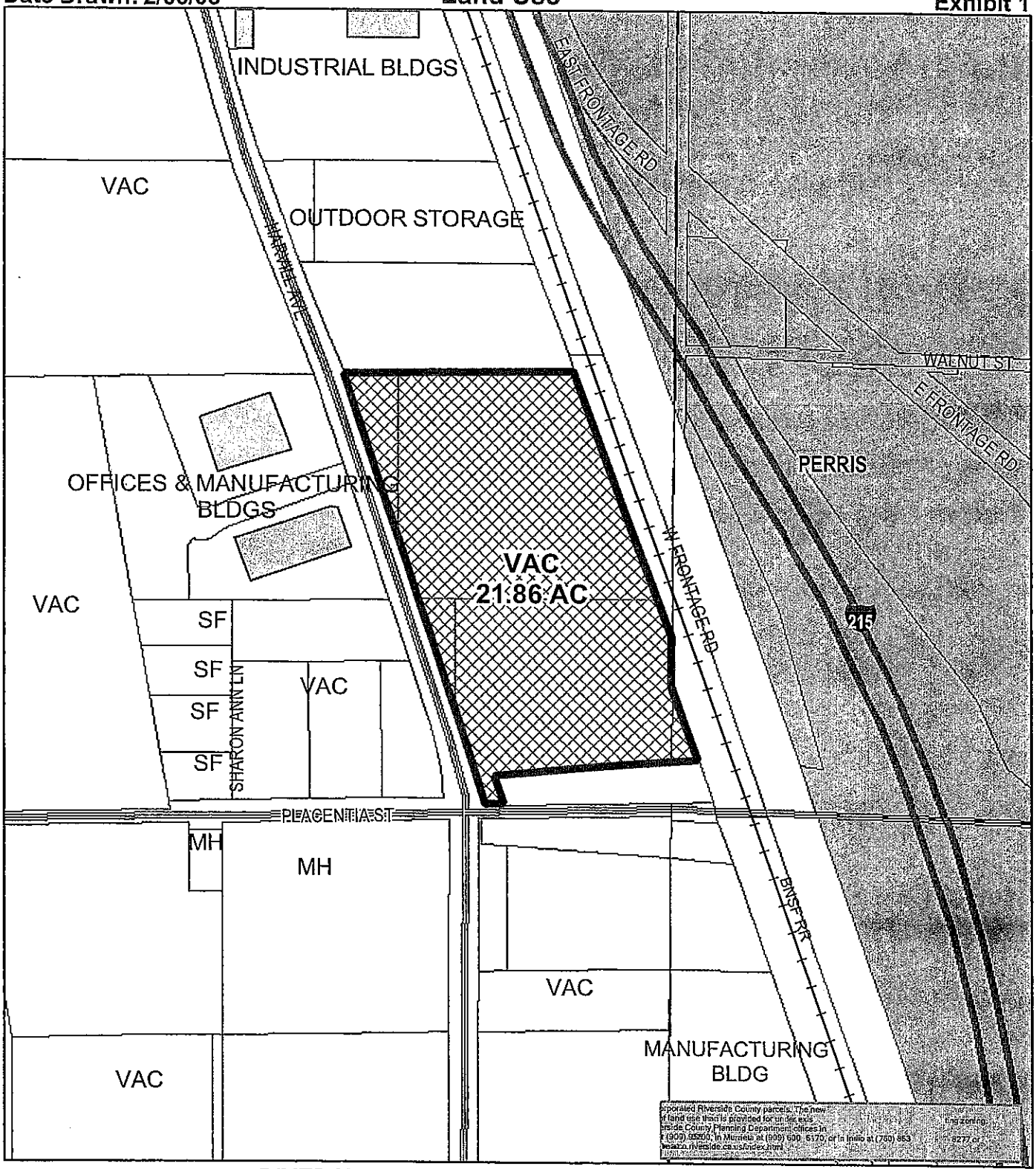
Assessors
Bk. Pg. 317-24
Thomas
Bros. Pg. 777 E4

Supervisor Buster
District 1
Date Drawn: 2/06/08

CZ07186 PP20711 PM34706 EIR497

Land Use

Planner: Ryan Fowler
Date: 3/05/08
Exhibit 1



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone Area: North Perris

Township/Range: T4SR4W

Section : 13

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0 250 500 1,000 1,500 Feet

Assessors Bk. Pg. 317-24

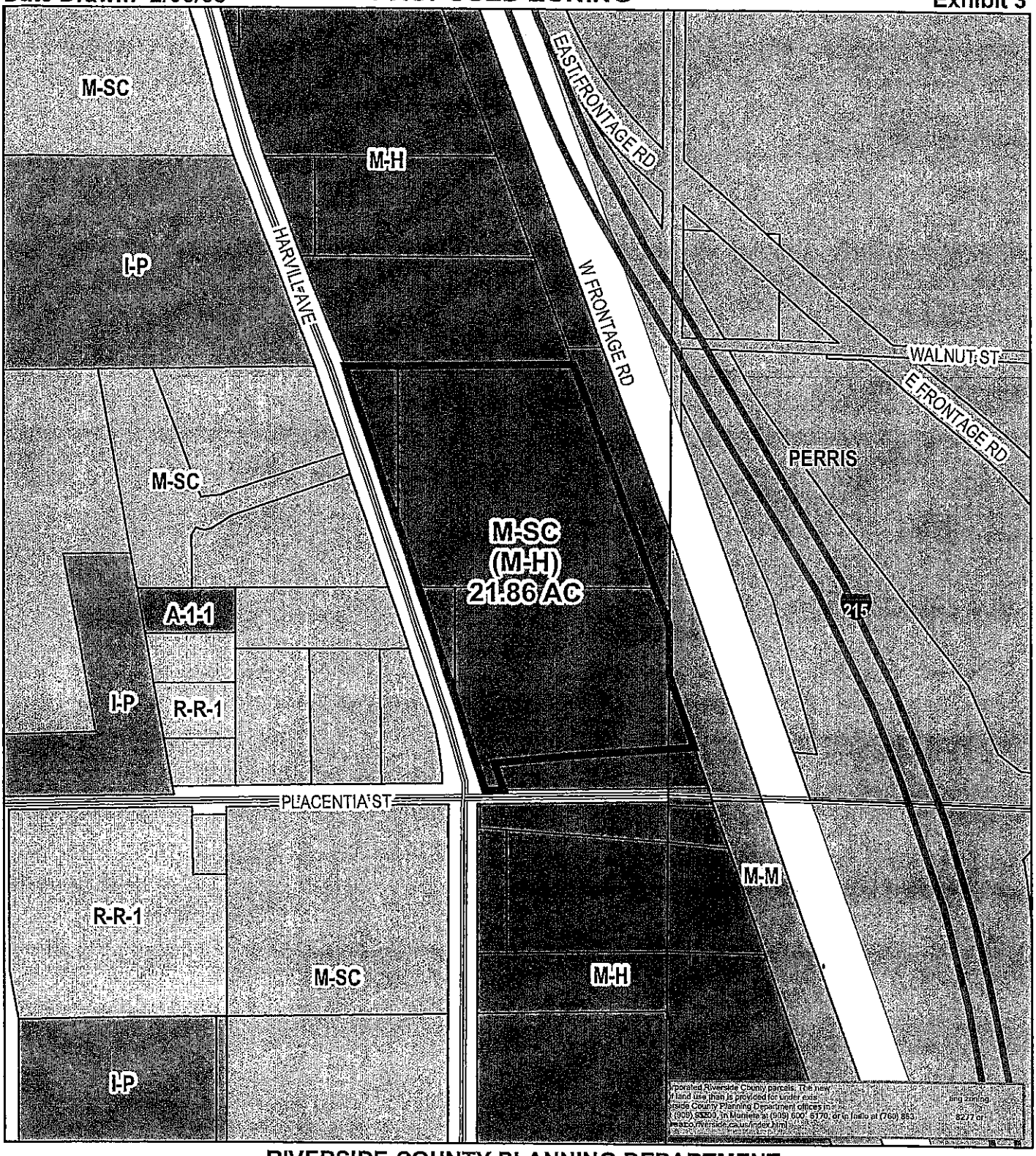
Thomas Bros. Pg. 777 E4

Supervisor Buster
District 1
Date Drawn: 2/06/08

CZ07186 PP20711 PM34706 EIR497

PROPOSED ZONING

Planner: Ryan Fowler
Date: 03/05/08
Exhibit 3



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
Area: North Perris
Township/Range: T4SR4W
Section : 13

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Feet

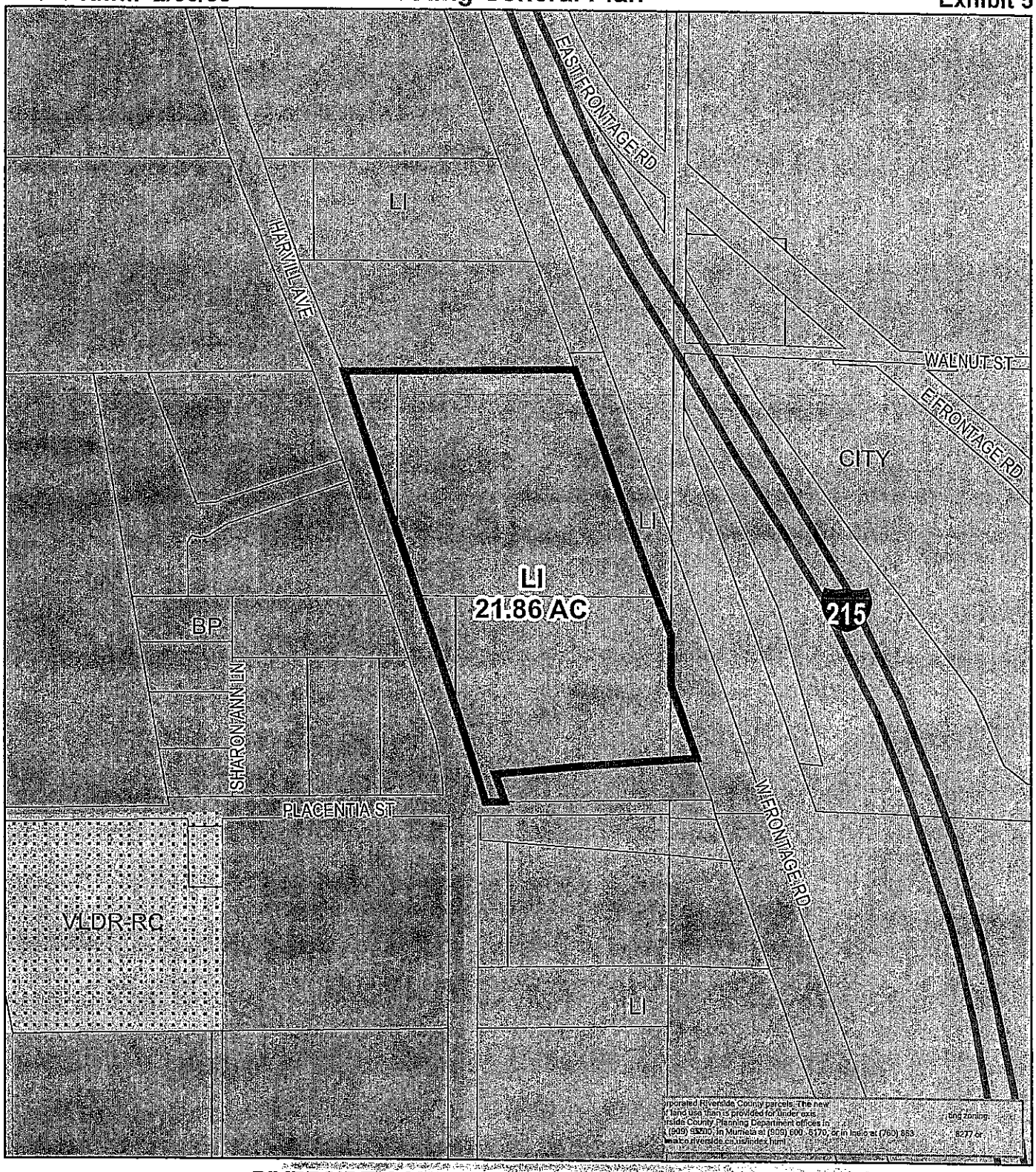
Assessors
Bk. Pg. 317-24
Thomas
Bros. Pg. 777 E4

Supervisor Buster
District 1
Date Drawn: 2/06/08

CZ07186 PP20711 PM34706 EIR497

Existing General Plan

Planner: Ryan Fowler
Date: 3/05/08
Exhibit 5



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone Area: North Perris
Township/Range: T4SR4W
Section : 13

N
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0 250 500 1,000 1,500
Feet

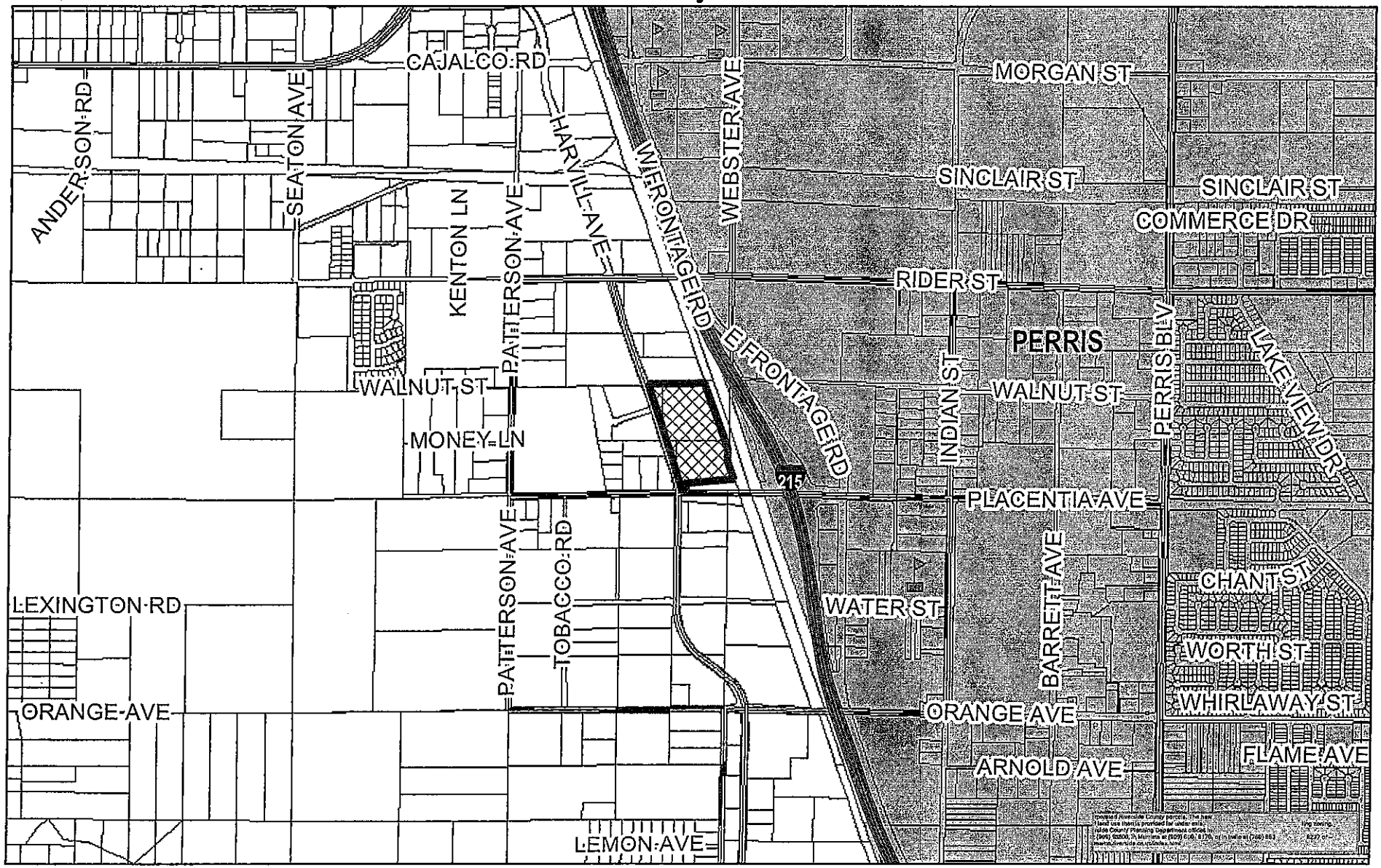
Assessors Bk. Pg. 317-24
Thomas Bros. Pg. 777 E4

Supervisor Buster
District 1
Date Drawn: 2/06/08

CZ07186 PP20711 PM34706 EIR497

Policy Areas

Planner: Ryan Fowler
Date: 3/05/08
Exhibit 8



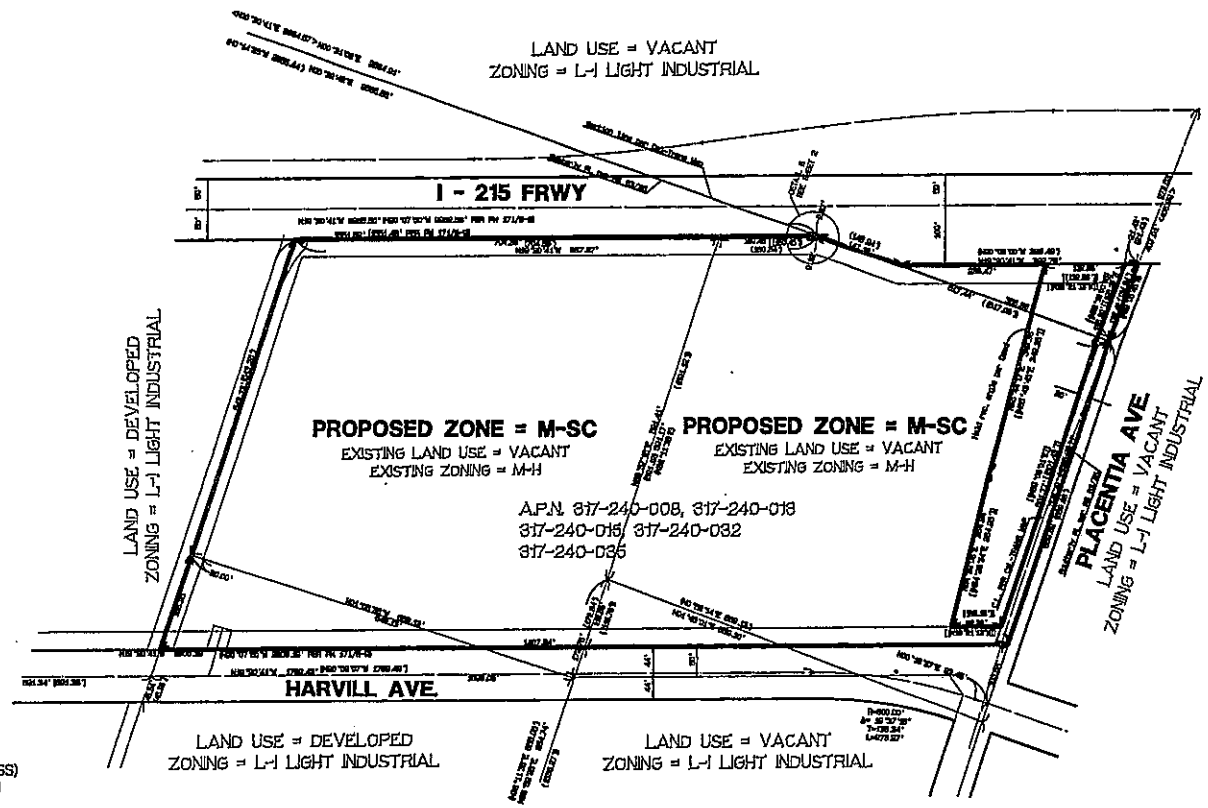
Zone
Area: North Perris
Township/Range: T4SR4W
Section : 13

RIVERSIDE COUNTY PLANNING DEPARTMENT

0 1,650 3,300 6,600 9,900 Feet

Assessors
Bk. Pg. 317-24

Thomas
Bros. Pg. 777 E4

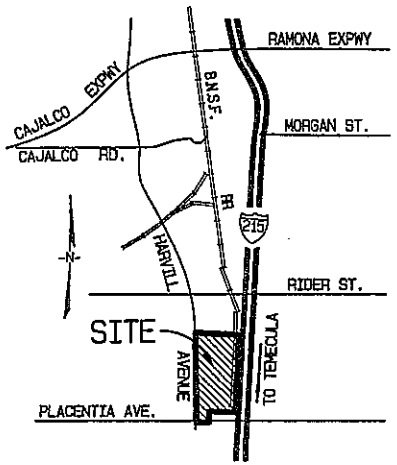


ASSESSOR'S PARCEL #:
317-240-008, 317-240-013
317-240-015, 317-240-032
317-240-035

LAND OWNER:
OAKMONT - HARVILL PLACENTIA LLC
8 CORPORATE PARK, 3RD FLOOR
IRVINE, CA 92606
PH: (949) 442-8383

PREPARER:
ALBERT A. WEBB ASSOCIATES
3788 McCRAY STREET
RIVERSIDE, CA 92506
PH. (951) 686-1070
FAX. (951) 788-1256
ATTN. SANDRA CHANDLER

APPLICANT:
OAKMONT INDUSTRIAL GROUP
8 CORPORATE PARK, 3RD FLOOR
IRVINE, CA 92606
PH: (949) 442-8383



VICINITY MAP
NTS

GRAPHIC SCALE 1"=200'
0 200 400 800

ACREAGE:
TOTAL: 19.80 AC. (GROSS)
19.44 AC. (NET)

NOTES:

1. 2005 THOMAS BROS. MAP - PAGE 777, GRID E-4.
2. FLOOD ZONE "C" NOT WITHIN 100 YR. FLOOD PLAIN. (FEMA PANEL NUMBER 060245 1450 D)
3. THIS AREA IS NOT WITHIN A SPECIFIC PLAN.

LEGAL DESCRIPTION:

PARCEL A:

THOSE PORTIONS OF LOTS 9 AND 10 OF REVISED MAP OF CHANDLERS SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL B:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHWESTERLY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY RIGHT OF WAY.

UTILITIES:

WATER	-	EASTERN MUNICIPAL WATER DISTRICT
SEWER	-	EASTERN MUNICIPAL WATER DISTRICT
GAS	-	SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC	-	SOUTHERN CALIFORNIA EDISON
TELEPHONE	-	VERIZON

SCHOOL DISTRICT
VAL VERDE UNIFIED SCHOOL DISTRICT

M-SC **MANUFACTURING - SERVICE COMMERCIAL**

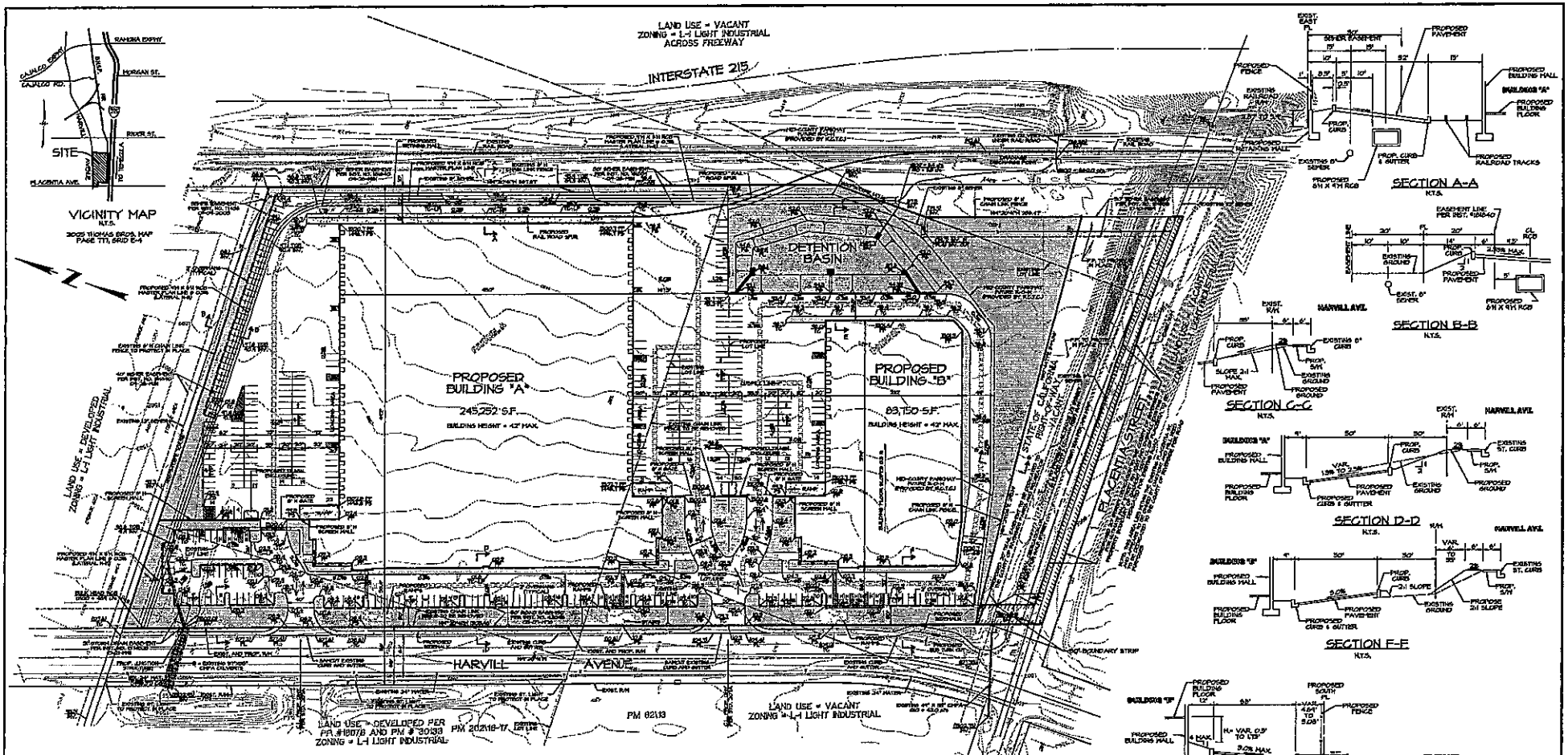
CHANGE OF ZONE _____

FOR

PLOT PLAN NO. XXXXX

BEING A SUBDIVISION OF A PORTION OF SECTION 13, T. 4 S., R. 4 W., SAN BERNARDINO MERIDIAN

SCALE: 1" = 200'	ALBERT A. WEBB ASSOCIATES CIVIL ENGINEERS 3788 McCRAY ST. RIVERSIDE, CA. 92506 Phone (951) 686-1070 Fax (951) 788-1256	W.O. 05-0001
DATE: 2/11/2009		SHEET 1
DRAWN: TJS		OF 1 SHEETS
TRACED: TJS		
CHECKED: BC	APPROVED BY: _____	DWG. NO. 05000-CZ_PP0
F.B.:		



PROPERTY OWNER:

OAKMONT - HARVILL PLACENTIA LLC
2020 MAIN STREET WEST, SUITE E
IRVINE, CA 92614
TEL (949) 259-8080

APPLICANT:

OAKMONT INDUSTRIAL GROUP
ATTN: MICHAEL CRANDON
2020 MAIN STREET WEST, SUITE E
IRVINE, CA 92614
TEL (949) 259-8080

PREPARER:

ALBERT A. WEBB ASSOCIATES
ATTN: SANDRA CHANDLER
3788 MCCRAY STREET
RIVERSIDE, CALIFORNIA 92506
TEL (951) 686-1070
FAX (951) 788-1256

ARCHITECT

RGA OFFICE OF ARCHITECTURAL DESIGN, INC.
ATTN: DENIS NOTT
25422 TRABUCO HIGHWAY, SUITE 200
LAKE FOREST, CA 92630
TEL (949) 341-0930

UTILITIES:

WATER - EASTERN MUNICIPAL WATER DISTRICT
SEWER - EASTERN MUNICIPAL WATER DISTRICT
GAS - SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC - SOUTHERN CALIFORNIA EDISON
TELEPHONE - VERIZON

SCHOOL DISTRICT:

VAL VERDE SCHOOL DISTRICT

ASSESSOR'S PARCEL #:

317-240-009, 317-240-013
317-240-015, 317-240-053
317-240-055

ACREAGE:

SITE AREA: 11.60 AC GROSS
9.44 AC NET

LOT SUMMARY:

PARCEL A = 12.54 AC
PARCEL B = 7.05 AC.

LAND USE:

EXISTING LAND USE: VACANT
PROPOSED LAND USE: MANUFACTURING / DISTRIBUTION

ZONING:

EXISTING ZONING: M-M MANUFACTURING
PROPOSED ZONING: M-SC MANUFACTURING

BUILDINGS:

	BLDG	BLDG CONST.
OFFICE A	A	V-A
MANUFACTURING A	S-1	V-A
DISTRIBUTION A	S-1	V-A
OFFICE B	B	V-A
MANUFACTURING B	S-1	V-A
DISTRIBUTION B	S-1	V-A

PROJECT SUMMARY:

PROPOSED BUILDING "A" AREA

OFFICE	20,000 S.F.
MANUFACTURING	100,000 S.F.
DISTRIBUTION	125,252 S.F.
TOTAL	245,252 S.F.

PROPOSED BUILDING "B" AREA

OFFICE	5,000 S.F.
MANUFACTURING	25,000 S.F.
DISTRIBUTION	53,150 S.F.
TOTAL	83,150 S.F.

GRAND TOTAL = 328,402 S.F.

PARKING:

PARKING REQUIRED FOR WAREHOUSE = 100,000 SF) = 40
PARKING REQUIRED FOR MANUFACTURING = (5,000 SF) = 250
PARKING REQUIRED FOR OFFICE = (5,000 SF) = 100
PARKING REQUIRED FOR ENTIRE SITE = 440

BUILDING "A"

STANDARD PARKING PROVIDED	394
HANDICAP PARKING PROVIDED	8

BUILDING "B"

STANDARD PARKING PROVIDED	43
HANDICAP PARKING PROVIDED	1
TOTAL STANDARD PARKING	452
TOTAL HANDICAP PARKING	9
GRAND TOTAL	461
LOADING SPACES REQUIRED	13
LOADING SPACES PROPOSED	52

LANDSCAPING:

REQUIRED PROPOSED LANDSCAPING PER ORDINANCE NO. 460
10% OF SITE AREA = 84,869 SF (1.95 AC) = 10.1%
PROPOSED LANDSCAPING PROVIDED = ±(1,200 SF, 2.23 AC) = 11.3%

NOTES:

1. 2005 THOMAS BROS. MAP - PAGE 777, GRID E-4.
2. THIS AREA IS NOT SUBJECT TO LIQUEFACTION OR OTHER GEOLOGIC HAZARDS WITHIN A SPECIAL STUDIES ZONE.
3. THIS AREA IS NOT WITHIN A SPECIFIC PLAN.
4. FLOOD ZONE "X" NOT WITHIN 100 YR. FLOOD PLAIN. (FIRM PANEL NUMBER 06065C1160 G MAP NO. 2/2/2011)
5. GATES MUST BE A MINIMUM 24 FEET IN WIDTH, AUTOMATIC AND/OR MANUAL. WITH RAPID ENTRY SYSTEM (S). GATE MUST BE SETBACK 30 FEET FROM FACE OF CURB/ROAD RIGHT OF WAY, PER THE RIVERSIDE COUNTY FIRE DEPARTMENT.
6. THERE ARE NO MOBILEHOME OR RECREATIONAL VEHICLE SPACES.
7. THERE IS NO SUBSURFACE SEPTIC SEWAGE DISPOSAL INTENDED FOR THIS SITE.
10. FOR IRRIGATION AND LANDSCAPING REFER TO LANDSCAPE ARCHITECT PLANS THAT WILL BE DRAWN TO AT A LATER DATE.
11. LAND IS NOT SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARD.
12. THERE ARE NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR WASTE OIL ABOVE OR BELOW GROUND.
13. THIS PROJECT IS NOT WITHIN A COMMUNITY SERVICES DISTRICT
14. THERE ARE SHELL BUILDINGS - NO TENANTS

TOPOGRAPHY:

EXISTING TOPOGRAPHY COMPILED BY AN AERIAL SURVEY ON 03-04-05 BY MILANO AERIAL SURVEYS, INC.

PERCENTAGE BREAKDOWN:

BUILDING AREA = 40.4%
PAVING/PAVED AREA = 48.3%
LANDSCAPING BUILDING BASES = 11.3%
OPEN RECREATIONAL AREA = 0%

EARTHWORK:

APPROXIMATE CUT VOLUME: 21,600 C.Y. (RAW) | APPROXIMATE FILL VOLUME: 38,700 C.Y. (RAW)
NET DIFFERENCE: 21,100 C.Y. FILL

LEGEND:

- PROPOSED LANDSCAPING
- PROPOSED CONCRETE
- SWALES AND BASINS
- PROPOSED WALL
- PEDESTRIAN ACCESS
- FIRE ACCESS
- STREET DEDICATION TO CO. OF RIVERSIDE
- EXISTING LOT LINE
- HANDICAPPED PARKING
- FINISH FLOOR
- TOP OF CURB
- FLOW LINE
- HIGH POINT
- GRADE BREAK
- FINISH SURFACE
- POWER POLE
- TOP OF RAIL

LEGAL DESCRIPTION:

THOSE PORTIONS OF LOTS C, F, AND H OF CHANDLERS SUBDIVISION, AS SHOWN BY MAP CAPTIONED "REVISED MAP OF CHANDLERS SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN", ON FILE IN BOOK 1 PAGE 23, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHERLY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY RIGHT OF WAY.

REVISIONS	DATE	BY
PER COUNTY COMMENTS DATED 08-08-06	09-21-06	T.S.

AMENDED NO. 2

PLOT PLAN NO. 20711

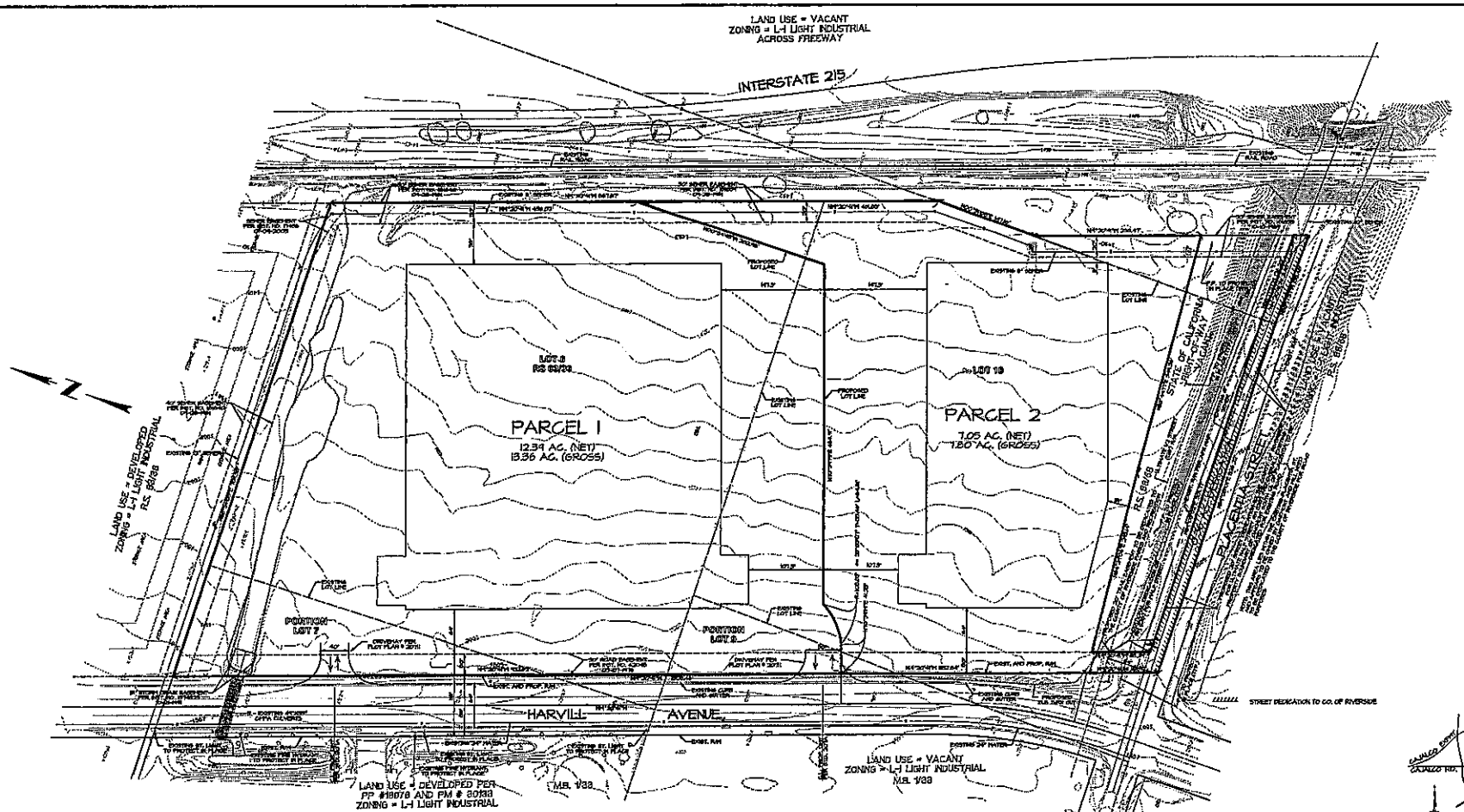
OAKMONT INDUSTRIAL GROUP

SEC. 19, T4S, R4W.

SCALE: 1" = 60'	
DATE: 08/2006	
DRAWN: T.S.	
TRACED: T.S.	
CHECKED: RPSS	
P.E.:	

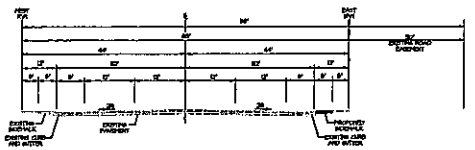
ALBERT A. WEBB ASSOCIATES
CIVIL ENGINEERS
3788 MCCRAY ST.
RIVERSIDE, CA. 92506
PHONE (951) 686-1070
FAX (951) 788-1256

NO. 05-0009
SHEET 1 OF 1 SHEETS
DWG. NO. 05-0009P2.DWG
APPROVED BY:



VICINITY MAP
N.T.S.
2005 THOMAS BROS. MAP
PAGE 777, GRID E-4

GRAPHIC SCALE 1"=60'
0 60 120 180



TYPICAL STREET SECTION
HARVILL AVE.

PROPERTY OWNER:
OAKMONT - HARVILL PLACENTIA LLC
18201 MCDURMOTT STREET WEST, SUITE E
IRVINE, CA 92614
TEL. (949) 259-8060

APPLICANT:
OAKMONT INDUSTRIAL GROUP
ATTN: MICHAEL JOHNSON
18201 MCDURMOTT STREET WEST, SUITE E
IRVINE, CA 92614
TEL. (949) 259-8060

PREPARER:
ALBERT A. WEBB ASSOCIATES
ATTN: SANDRA CHANDLER
3788 McCRAY STREET
RIVERSIDE, CALIFORNIA 92506
TEL. (951) 686-1070
FAX (951) 788-1256

ARCHITECT
WAA OFFICE OF ARCHITECTURAL DESIGN, INC.
ATTN: DENNIS POTT
23254 ALTON PARKWAY, SUITE 200
IRVINE, CA 92610
TEL. (949) 341-0920

UTILITIES:
WATER - EASTERN MUNICIPAL WATER DISTRICT
SEWER - EASTERN MUNICIPAL WATER DISTRICT
GAS - SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC - SOUTHERN CALIFORNIA EDISON
TELEPHONE - VERIZON

SCHOOL DISTRICT:
VAL VERDE SCHOOL DISTRICT

ASSESSOR'S PARCEL #:
317-240-009, 317-240-019
317-240-045, 317-240-053
317-240-059

ACREAGE:
SITE AREA: 21.16 AC GROSS (TO CL)
11.80 AC EXISTING BOUNDARY
-0.36 AC DEDICATION OF PLACENTIA AVE.
11.44 AC NET

NOTES:
1. 2005 THOMAS BROS. MAP - PAGE 777, GRID E-4.
2. THIS AREA IS NOT SUBJECT TO LIQUEFACTION OR OTHER GEOLOGIC HAZARDS WITHIN A SPECIAL STUDIES ZONE.
3. THIS AREA IS NOT WITHIN A SPECIFIC PLAN.
4. FLOOD ZONE "X" NOT WITHIN 100 YR. FLOOD PLAIN. (PANEL NUMBER 060240 1650D NOV. 30/1990)
5. THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP
6. NO ABOVE OR BELOW GROUND FUEL TANKS PROPOSED AT THIS TIME.
7. THERE ARE NO MOBILEHOME OR RECREATIONAL VEHICLE SPACES.
8. THERE IS NO SEPTIC SEWAGE DISPOSAL INTENDED.
9. THERE ARE NO KNOWN WELLS ON THIS SITE
10. THIS PROJECT IS NOT WITHIN A COMMUNITY SERVICES DISTRICT
11. THIS PROJECT IS NOT SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARD.
12. THE WQMP PLAN FOR THIS SITE WILL BE SUBMITTED AT A LATER DATE.
13. THERE ARE NO OPEN CHANNELS ON THIS SITE.
14. ALL PRELIMINARY GRADING AND DRAINAGE PER PLOT PLAN NO. 20711
15. THERE ARE NO EXISTING STRUCTURES ONSITE.

TOPOGRAPHY:
EXISTING TOPOGRAPHY COMPILED BY AN AERIAL SURVEY ON 02-01-05 BY INLAND AERIAL SURVEYS, INC.

LEGAL DESCRIPTION:
THOSE PORTIONS OF LOTS 4 AND 19 OF CHANDLERS SUBDIVISION, AS SHOWN BY MAP OF RECORDED REVISED MAP OF CHANDLERS SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ON FILE IN BOOK 1 PAGE 99, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN LYING SOUTHWESTERLY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY RIGHT OF WAY.

LAND USE:
EXISTING LAND USE: VACANT
PROPOSED LAND USE: MANUFACTURING / DISTRIBUTION

ZONING:
EXISTING ZONING: M-H MANUFACTURING
PROPOSED ZONING: M-SC MANUFACTURING

PARCEL SUMMARY:
PARCEL 1:
12.34 AC (NET)
13.36 AC. (GROSS)

PARCEL 2:
7.05 AC. (NET)
7.80 AC. (GROSS)

TOTAL:
19.44 AC. (NET)
21.16 AC. (GROSS)

0.36 AC. OF DEDICATION TO RIVERSIDE COUNTY

LEGEND:
INGRESS AND EGRESS

STREET DEDICATION TO CO. OF RIVERSIDE (0.36 AC.)

REVISIONS	DATE	BY
PER COUNTY COMMENT LETTER DATED 06-12-06	07-07-06	TJS

AMENDED NO.1

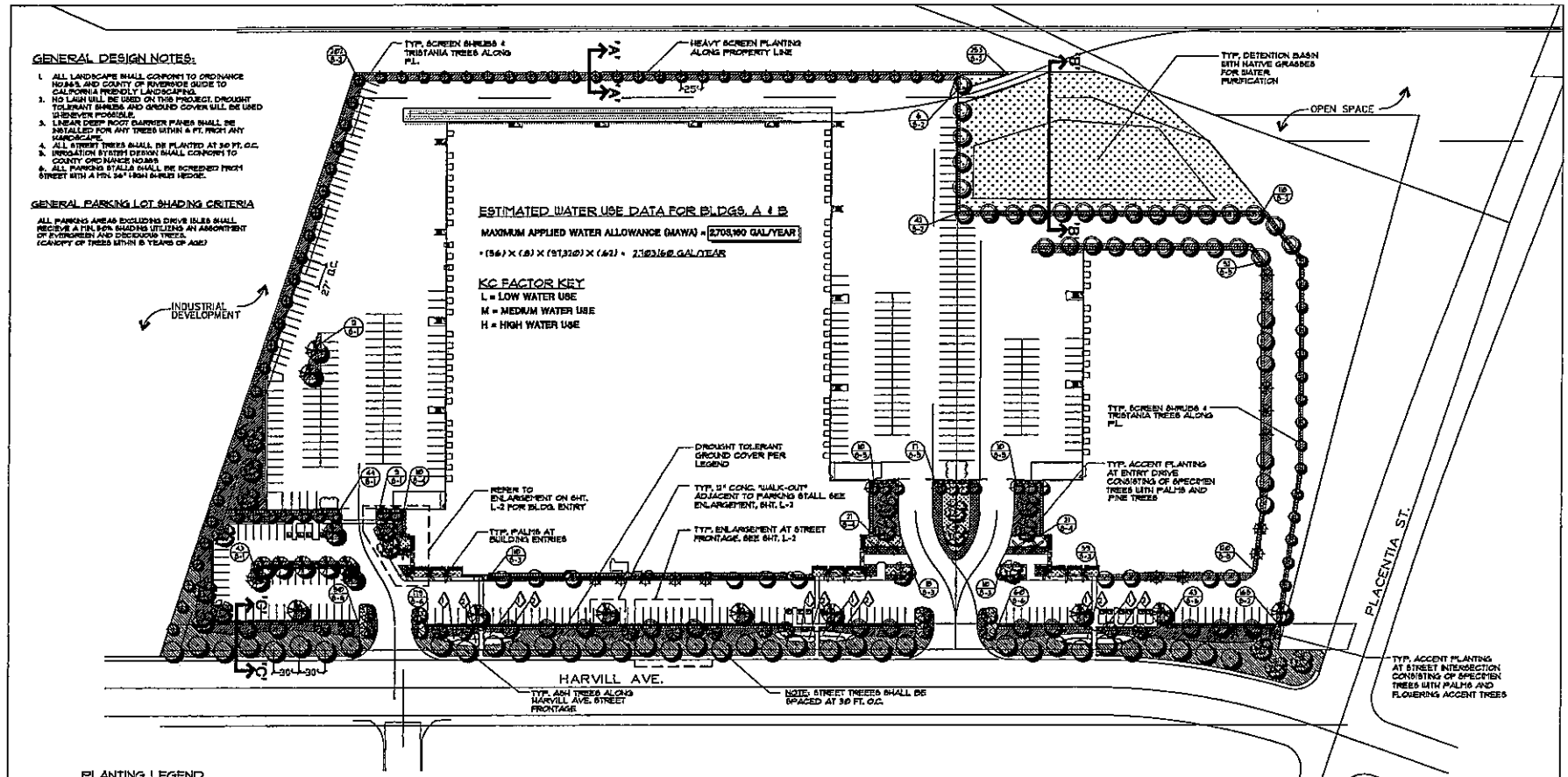
TENTATIVE PARCEL MAP NO.34706
SCHEDULE "E"
OAKMONT INDUSTRIAL GROUP

SEC. 18, T4S, R3W

SCALE: 1" = 60'	ALBERT A. WEBB ASSOCIATES	CIVIL ENGINEERING
DATE: 3/13/2006	WEBB	3788 McCRAY ST. RIVERSIDE CA. 92506
DRAWN: TJS		Phone: (951) 686-1070
TRACED: TJS		Fax: (951) 788-1256
CHECKED: RPBS	APPROVED BY:	
P.E.:		

JOB NO. 05-0009 | SHEET 1 OF 1 SHEETS | DWG. NO. 05-0009PM3

R:\05-0009\05-0009PM3\05-0009PM3.dgn



GENERAL DESIGN NOTES:

1. ALL LANDSCAPE SHALL CONFORM TO ORDINANCE NO.859, AND COUNTY OF RIVERSIDE GUIDE TO CALIFORNIA FRIENDLY LANDSCAPING.
2. NO LAWN WILL BE USED ON THIS PROJECT. DROUGHT TOLERANT SHRUBS AND GROUND COVER WILL BE USED WHENEVER POSSIBLE.
3. LINEAR DEEP ROOT BARRIER PANELS SHALL BE INSTALLED FOR ANY TREES WITHIN 5 FT. FROM ANY HARDSCAPE.
4. ALL STREET TREES SHALL BE PLANTED AT 30 FT. O.C.
5. IRRIGATION SYSTEM DESIGN SHALL CONFORM TO COUNTY ORD NANCE NO.859
6. ALL PARKING STALLS SHALL BE SCREENED FROM STREET WITH A MIN. 36" HIGH SHRUB HEDGE.

GENERAL PARKING LOT SHADING CRITERIA

ALL PARKING AREAS EXCLUDING DRIVE ISLES SHALL RECEIVE A MIN. 50% SHADING UTILIZING AN ASSORTMENT OF EVERGREEN AND DECIDUOUS TREES. (CANOPY OF TREES WITHIN 5 YEARS OF AGE)

ESTIMATED WATER USE DATA FOR BLDGS. A & B

MAXIMUM APPLIED WATER ALLOWANCE (MAWA) = 2,708,160 GAL/YEAR

= (56) X (.8) X (97,320) X (.62) = 2,163,168 GAL/YEAR

KC FACTOR KEY

L = LOW WATER USE
M = MEDIUM WATER USE
H = HIGH WATER USE

PLANTING LEGEND

TREES	KC VALUE	QUANTITY
SPECIMEN CANOPY TREE SUCH AS KOELREUTERIA BIPINNATA CHINESE FLAME TREE 36" BOX SIZE	M	32
TYPICAL PARKING LOT TREE SUCH AS RHUS LANCEA, AFRICAN SUMAC 15 GAL. SIZE MIN.	L	99
VERTICAL EVERGREEN TREE AGAINST BUILDING, BRACHYCHITON POPULNEUS, BOTTLE TREE. 24" BOX SIZE	M	43
FLOWERING ACCENT TREE SUCH AS LAGERSTOEMIA, CRAPE MYRTLE 'LIMENTELON RED' 24" BOX SIZE	M	53
VERTICAL EVERGREEN TREE ALONG SCREEN WALLS SUCH AS PINUS COULTERI, COULTER PINE. 24" BOX SIZE	L	61
OLEDITSIA TRIACANTHOS, HONEY LOCUST 24" BOX SIZE	L	43
WASHINGTONIA ROBUSTA, MEXICAN FAN PALM 18' STK LOCATED AT FOCAL AREAS	L	19
VERTICAL EVERGREEN TREE TRISTANIA CONFERTA BRISBANE BOX 15 GAL. SIZE	M	94
VERTICAL TREE SUCH AS ACACIA BALICIANA, WILLOW ACACIA 15 GAL. SIZE	L	64
PROPOSED STREET TREE ALONG HARVILL AVE. SUCH AS FRAXINUS ANGUSTIFOLIA RAYWOOD ASH TREE 24" BOX SIZE. NOTE: STREET TREE WILL MATCH EXISTING STREET TREE SPECIES ALONG HARVILL AVE. SPACING SHALL NOT EXCEED 30 FT. O.C.	M	57

SHRUBS	KC VALUE	QNTY.
TYPICAL SHRUB PLANTING CONSISTING OF DROUGHT TOLERANT SHRUBS AND ACCENT PLANTING. PER LEGEND		1491
PHORMIUM TENAX, NEW ZEALAND FLAX 5 GAL. SIZE	M	
RAPHIOLEPIS INDICA, 'PINK LADY', INDIAN HAWTHORN 5 GAL. SIZE @ 3'-0" O.C.	M	
PHOTINIA FRASSERI 5 GAL. SIZE @ 3'-0" O.C.	M	
CARISSA GRAND FLORA, NATAL PLUM 5 GAL. SIZE @ 3'-0" O.C.	M	
NANDINA DOMESTICA, HEAVENLY BAMBOO 5 GAL. SIZE @ 3'-0" O.C.	M	
PITTOSPORUM TOBIRA 'VARIEGATA' VARIGATED MOCK ORANGE 5 GAL. SIZE.	M	
LIGUSTRUM TEXANUM, TEXAS PRIVET. 5 GAL. SIZE @ 36" O.C.	M	

GROUND COVER/	KC VALUE
DIETES BICOLOR FORTNIGHT LILY 1 GAL. SIZE AT 18" O.C. APPLY MULCH BETWEEN PLANTS	M
TYPICAL DROUGHT TOLERANT GROUND LONICERA JAPONICA, HONEYSUCKLE PLANTS AT 18" O.C.	L
LANTANA MONTEVIDENSIS 'GOLD RUSH, YELLOW TRAILING LANTANA 1 GAL. SIZE AT 24" O.C.	L
TYP. DROUGHT TOLERANT GROUND COVER ALONG STREET FRONTAGE HYDROMULCH PLANTING/MULCH 1 GAL. SIZE AT 24" O.C.	L
ACCENT SHRUB PLANTING AT BUILDING ENTRY 5 GAL. SIZE AT 24" O.C.	L
TYP. DETENTION BASIN HYDROSEED SEED MIX DROUGHT TOLERANT GROUNDCOVER AND PERENNIALS MIX TO CONSIST OF:	L

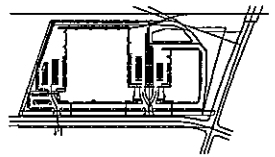
SEED MIX	RATIO
ACHILLEA MILLEFOLIUM	1.0 LBS/ACRE
ERIOPHYLLUM CONFERTIFLORA	1.0 LBS/ACRE
JUNCUS PUGONUS	1.0 LBS/ACRE
FESTUCA RUBRA 'MOLATE'	10.0 LBS/ACRE
NAPLENBERGIA RIGENS	1.0 LBS/ACRE

ACCENT PLANTING	
NAPLENBERGIA RIGENS, DEER GRASS 1 GAL. SIZE @ 24" O.C.	M
KNIPHOFIA UVARIA, RED HOT POKER 1 GAL. SIZE @ 24" O.C.	L

WATER CONSERVATION STATEMENT

1. THE IRRIGATION SYSTEM WILL BE DESIGNED UTILIZING "STATE OF THE ART" IRRIGATION EQUIPMENT SUCH AS TRI-TRIPLE START TYPE FOR CONTROLLERS, "RAIN BIRD OFF" DEVICE @ CONTROLLERS, PRESSURE REGULATING MASTER VALVE & LOW FLOW IRRIGATION SPRAY & BUBBLER HEADS UTILIZING PVC SCHEDULE 40 THROUGHOUT.
2. THIS LANDSCAPE DESIGN GROUPS PLANTS WITH SIMILAR WATER NEEDS TOGETHER INTO TWO DISTINCT HYDROZONES OF LOW AND MODERATE LOW WATER USE AREAS. THE MEDIUM WATER USE HYDROZONES ARE COMPRISED OF SHRUB & GROUND COVERS WHICH ARE LISTED WITHIN THE OVERALL SQUARE FOOTAGE OF THE SITE. THE LOW HYDROZONE, WHICH IS MADE UP OF DROUGHT TOLERANT PLANT SPECIES COMPRISES OVER 75% OF THE TOTAL LANDSCAPE AREA. THE IRRIGATION SYSTEM WILL BE DESIGNED TO GROUP SIMILAR HYDROZONES WITHIN THE SAME IRRIGATION VALVE. IN ADDITION A MINIMUM OF 3" LAYER OF MULCH IS USED OVER THE ENTIRE SHRUB AREAS TO RETAIN SOIL MOISTURE, (1 1/2" THICK FOR GROUND COVER FROM FLATS)
3. IRRIGATION DESIGN SHALL CONFORM TO COUNTY ORDINANCE NO. 859

CONCEPTUAL LANDSCAPE MASTER PLAN



KEY MAP

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800
422-4133

NORTH

0' 50' 100' 150' 200'
SCALE: 1"=50'-0"

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 200
Irvine, CA 92618
T 949-341-0920
CONSULTANT FAX 949-341-0922

SCOTT PETERSON LANDSCAPE ARCHITECT, INC. P.O. BOX 1211 LAKE ELSINORE, CA 92531 PH. 909-587-9004 FX. 909-587-9004

PROFESSIONAL SEALS

HARVILL CENTER
MIC-COUNTIES LOGISTICS CENTRE

NE CORNER OF HARVILL AVE AND PLACENTIA STREET
COUNTY OF RIVERSIDE, CA

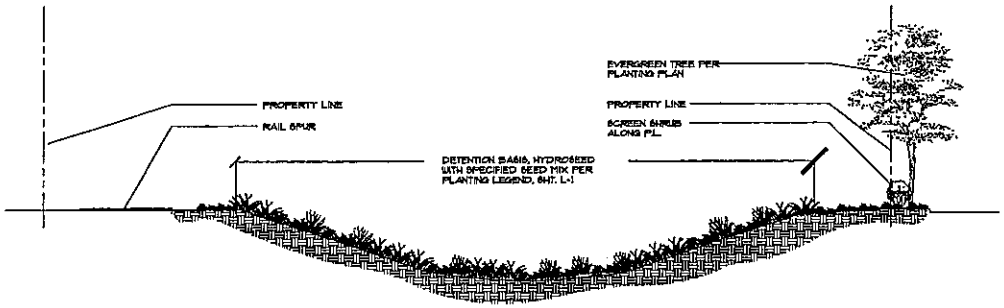
OAK MONT INDUSTRIAL GROUP
6 CORPORATE PARK DRIVE
THIRD FLOOR
IRVINE, CA 92606
949-442-5353
TIM HOWARD
thoward@oakmontre.com

MARK	DATE	DESCRIPTION
4-5-06		SITE UPDATE
10-4-05		COUNTY COMM.
SD	00/00/05	SCHEMATIC DESIGN
DD		
PD		
CD		
BID		
FD		

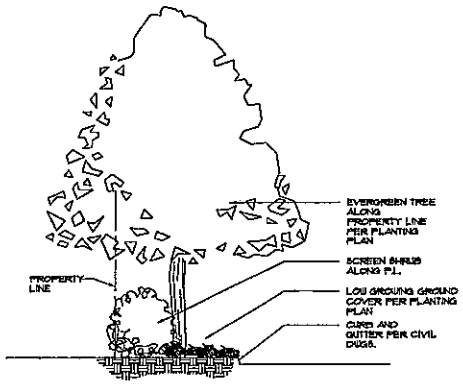
RGA PROJECT NO. 0500.00
OWNER PROJECT NO0000.00
CAD FILE NAME: 0500LAN.H
DRAWN BY: DP
CHKD BY: SP
COPYRIGHT RGA, OFFICE OF ARCHITECTURAL DESIGN
SHEET TITLE

SHEET TITLE
CONCEPTUAL LANDSCAPE MASTER PLAN

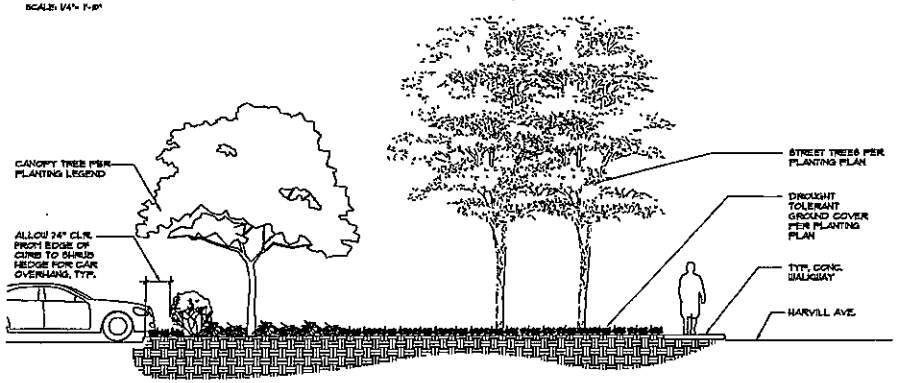
SHEET L-1



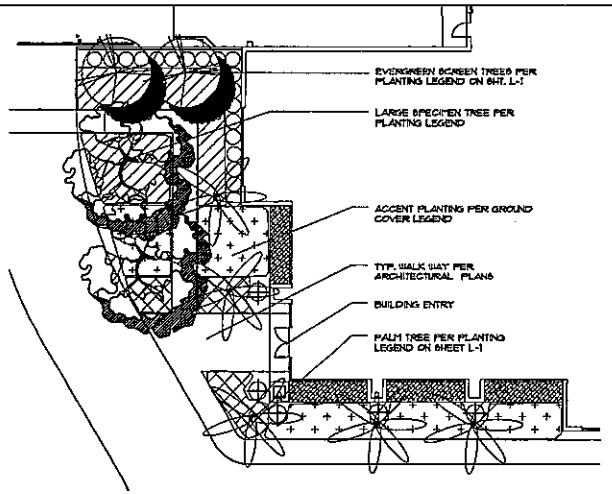
SECTION 'A-A', DETENTION BASIN
N.T.S.



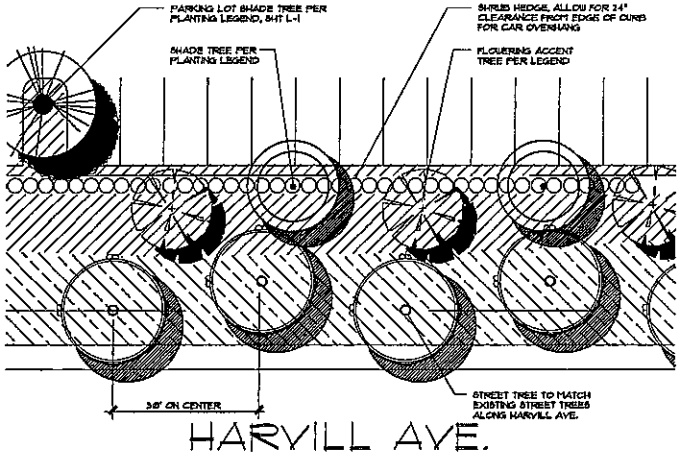
SECTION 'B-B', PROPERTY LINE
SCALE: 1/4"= 1'-0"



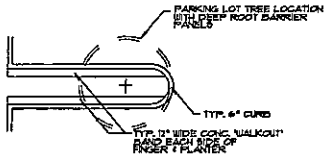
SECTION 'C-C', STREET FRONTAGE
SCALE: 1/4"= 1'-0"



ENLARGEMENT: STREET FRONTAGE
SCALE: 1"=10'-0"



ENLARGEMENT: STREET FRONTAGE
SCALE: 1"=10'-0"



ENLARGEMENT: 12" WALK-OUT'
N.T.S.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800 422-4133

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 200
Irvine, CA 92618
T 949-341-0820
CONSULTANT FX 949-341-0822
SCOTT JOHNSON LANDSCAPE ARCHITECT, INC. 1321 SUNSET AVE. ALTADENA, CA. 91001 TEL 626-357-4986

PROFESSIONAL SEALS

HARVILL CENTER
MID-COUNTIES LOGISTICS CENTRE

NE CORNER OF HARVILL AVE AND PLACENTIA STREET
COUNTY OF RIVERSIDE, CA

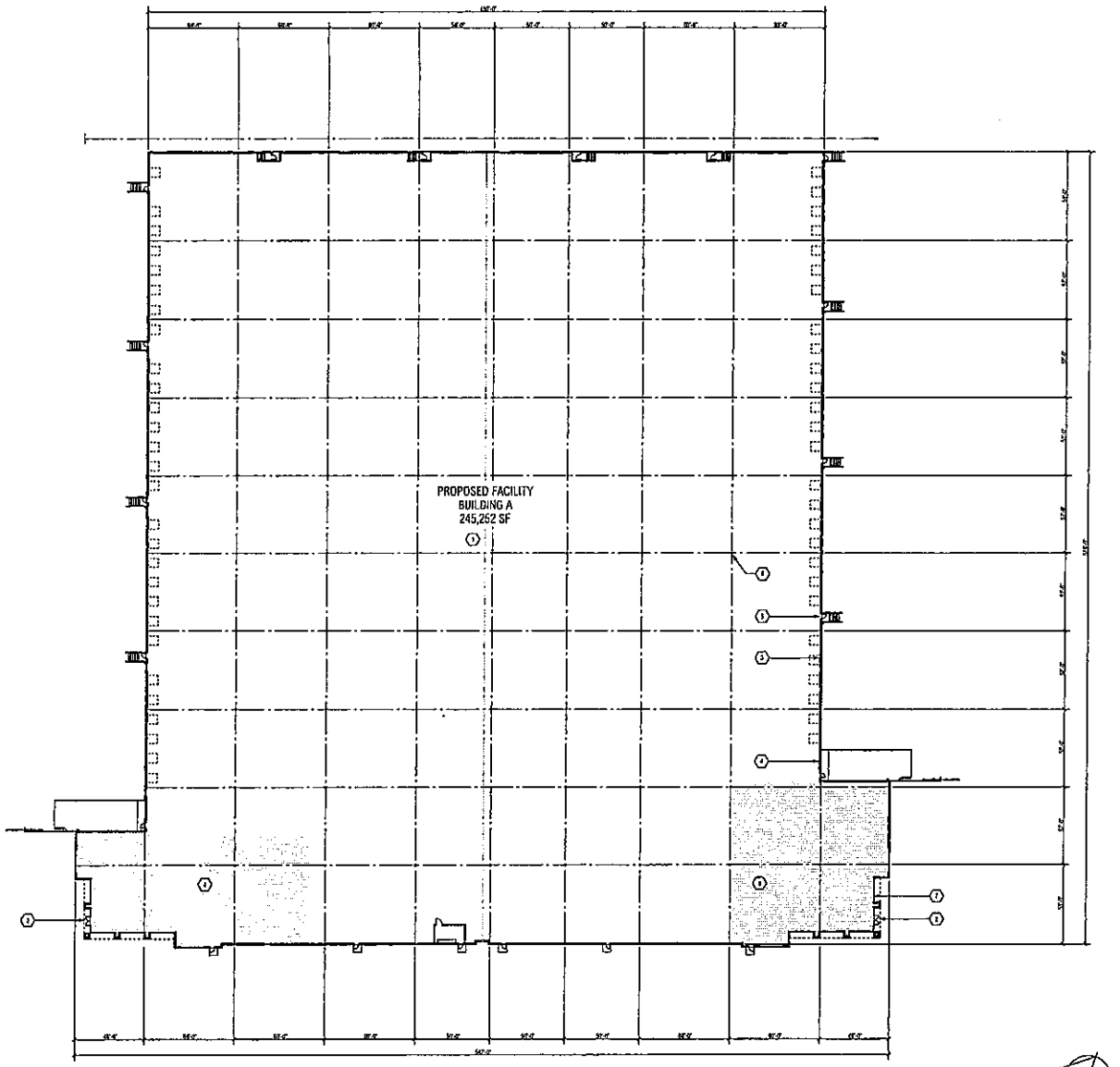
OAK MONT INDUSTRIAL GROUP
5 CORPORATE PARK DRIVE
THIRD FLOOR
IRVINE, CA 92606
949-442-8383
TIM HOWARD
thoward@oakmontre.com

4-5-04		SITE UPDATE
1-15-04		COUNTY COMM.
CD		
MD		
PD		
DD		
SD	02/02/04	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION

RGA PROJECT NO. 0302.00
OWNER PROJECT NO. 0302.00.LS
CAD FILE NAME: 0302.00.LS.01
DRAWN BY: DF
CHK'D BY: DR
DEPARTMENT
RGA, OFFICE OF ARCHITECTURAL DESIGN
SHEET TITLE

SHEET TITLE
SECTIONS AND ENLARGEMENTS

SHEET L-2



FLOOR PLAN BUILDING A

SCALE: 1" = 30'-0"

KEYNOTES

1. PAINTED CONCRETE TILT-UP DISTRIBUTION / OFFICE FACILITY.
2. PRIMARY ENTRANCE.
3. PAINTED DOCK HIGH METAL TRUCK DOORS.
4. GRADE LEVEL TRUCK DOOR.
5. PAINTED 3'-0" X 7'-0" METAL ACCESS MAN DOORS.
6. STRUCTURAL BUILDING COLUMNS.
7. DEEP RECESSED GLAZING SYSTEM WITH CLEAR ANODIZED ALUMINUM 2" X 4 3/4" MIN. STOREFRONT GLAZING SYSTEM
8. SHADED AREA FUTURE OFFICE AREA

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

CONSULTANT

PROFESSIONAL SEALS

HARVILL CENTER

NE CORNER OF HARVILL AVE AND PLACENTIA STREET
COUNTY OF RIVERSIDE, CA

PLOT PLAN NO. 20771
AMMENDMENT 2

OWNER & APPLICANT:

OAKMONT INDUSTRIAL GROUP

OWNER & APPLICANT:
18201 MCDURMOTT STREET WEST
SUITE E
IRVINE, CA 92614
949-253-8088
TIM HOWARD
thoward@oakmontre.com

MARK	DATE	DESCRIPTION
CD		
BID		
PC		
DD		
SD	07/14/08	SCHEMATIC DESIGN

RGA PROJECT NO:	05017.00
OWNER PROJECT NO:	00000.00
CAD FILE NAME:	05017.00 AA2-1-P
DRAWN BY:	CP
CHKD BY:	DA

COPYRIGHT
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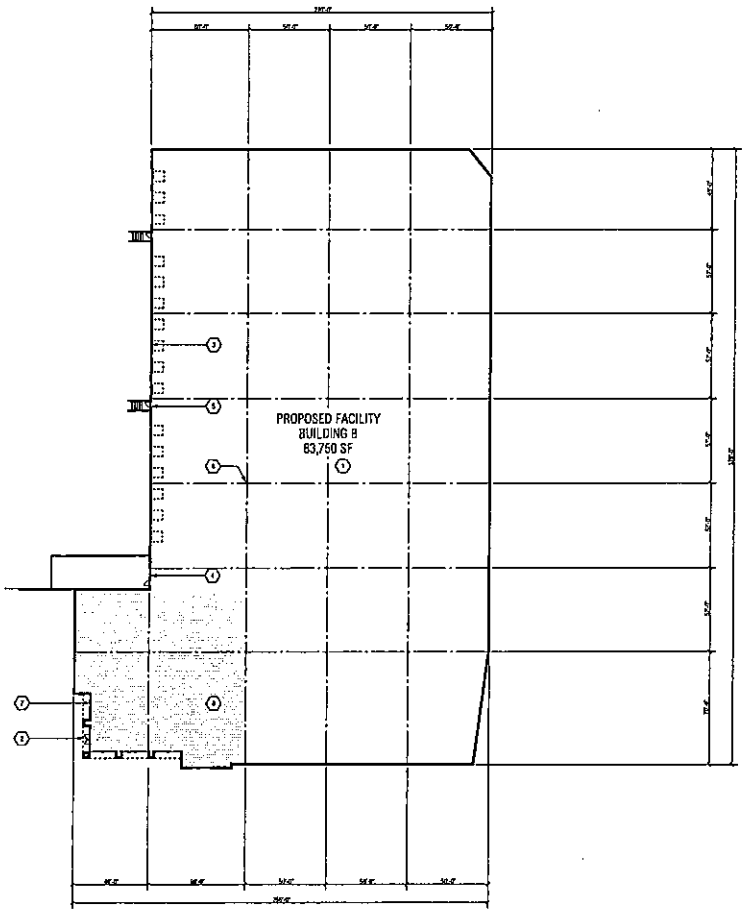
SHEET TITLE
FLOOR PLAN
BUILDING A

SHEET AA2-1-P

KEYNOTES

1. PAINTED CONCRETE TILT-UP DISTRIBUTION / OFFICE FACILITY.
2. PRIMARY ENTRANCE.
3. PAINTED DOCK HIGH METAL TRUCK DOORS.
4. GRADE LEVEL TRUCK DOOR.
5. PAINTED 3' X 7' METAL ACCESS MAN DOORS.
6. STRUCTURAL BUILDING COLUMN.
7. STOREFRONT GLAZING SET IN CLEAR ANODIZED ALUMINUM 2" X 4 1/2" MIN. OFF-SET GLAZING SYSTEM.
8. SHADED AREA, FUTURE OFFICE AREA



FLOOR PLAN BUILDING B

SCALE: 1" = 20'-0"

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CONSULTANTS

PROFESSIONAL SEALS

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AND PLACENTIA STREET
COUNTY OF RIVERSIDE, CA

PLOT PLAN NO. 20771
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INDUSTRIAL GROUP

OWNER & APPLICANT:
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949-253-8080
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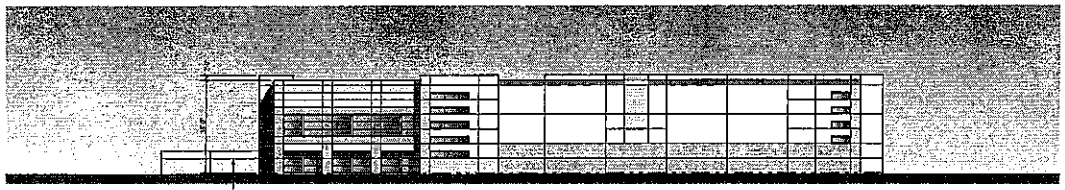
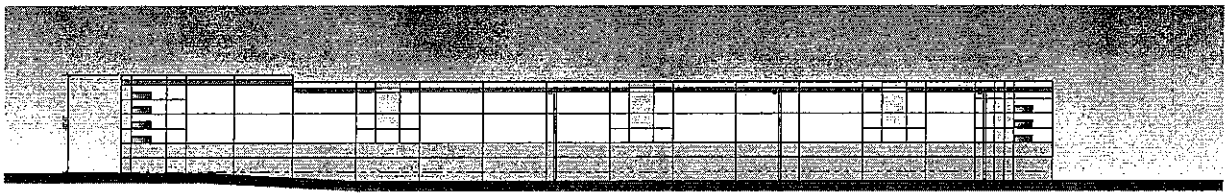
SHEET TITLE

FLOOR PLAN
BUILDING B

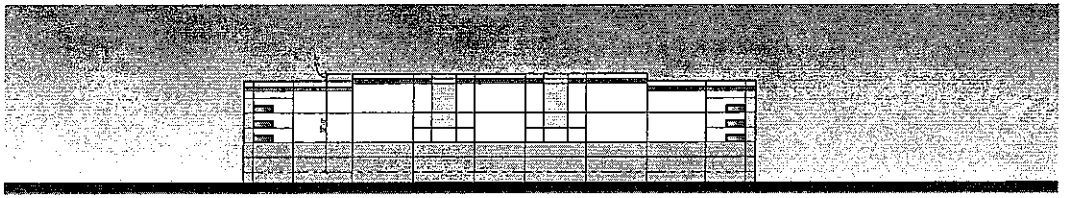
SHEET AB2-1-P



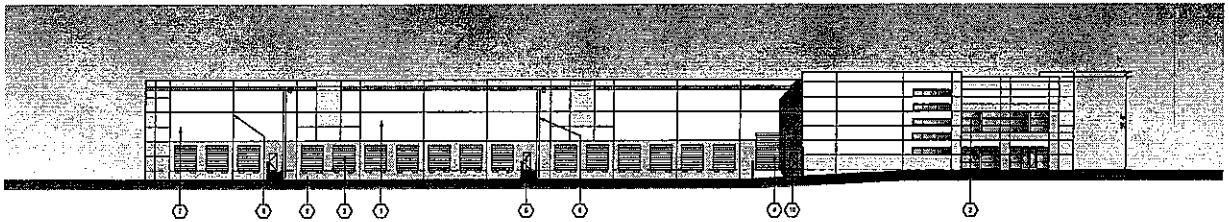
WEST ELEVATION BUILDING B



SOUTH ELEVATION BUILDING B



EAST ELEVATION BUILDING B



NORTH ELEVATION BUILDING B

KEYNOTES

1. PAINTED CONCRETE TILT-UP PANELS.
2. STOREFRONT; BLUE GLAZING SET IN CLEAR ANODIZED ALUMINUM 2" X 6 1/4" NOM. OUT-OUT GLAZING SYSTEM
3. PAINTED SECTIONAL METAL TRUCK DOORS.
4. PAINTED GRADE LEVEL METAL TRUCK DOORS.
5. PAINTED METAL ACCESS MAN DOORS.
6. PANEL JOINT.
7. 24" DEEP X 2" THICK PANEL REVEAL.
8. ROOF DRAIN OVERFLOW SCUPPER PAINTED TO MATCH THE BUILDING.
9. PAINTED CONCRETE STAIR AND LANDING.
10. CONCRETE RAMP WITH PAINTED CONCRETE GUARDRAIL.
11. PAINTED CONCRETE SCREEN WALL.

FINISH SCHEDULE

1. FIELD COLOR: KOBYS NATURAL WHITE
2. BASE COLOR: KOBY SHERWIN BEIGE
3. ACCENT COLOR: KOBY EXTERIOR WHITE
4. GLAZING: REFLECTIVE BLUE MONOLITHIC VISION VISUALUX 1/4" PLUS 20MM IN CLEAR ANODIZED ALUMINUM STOREFRONT

0' 5' 10' 20' 50'

RGA

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CONSULTANT

PROFESSIONAL SEALS

HARVILL CENTER

NE CORNER OF HARVILL AVE AND PLACENTIA STREET
COUNTY OF RIVERSIDE, CA

PLOT PLAN NO. 20771
AMMENDMENT 2

OWNER & APPLICANT:

OAKMONT INDUSTRIAL GROUP

OWNER & APPLICANT:
18201 MCDURMOTT STREET WEST
SUITE E
IRVINE, CA 92614
949-253-8080
TIM HOWARD
thoward@oakmontre.com

MARK	DATE	DESCRIPTION
SD	07/14/08	SCHEMATIC DESIGN
DD		
FC		
BD		
CD		

RGA PROJECT NO: 05017.00
OWNER PROJECT NO: 00000.00
CAD FILE NAME: 05017.00-AB3-1-P
DRAWN BY: CP
CHECKED BY: DR
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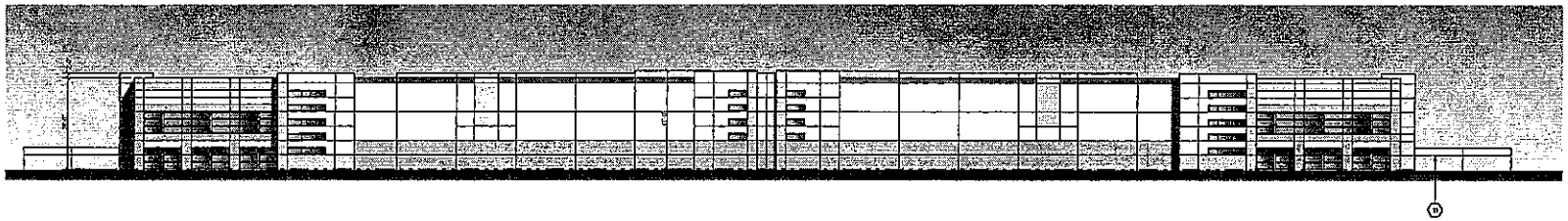
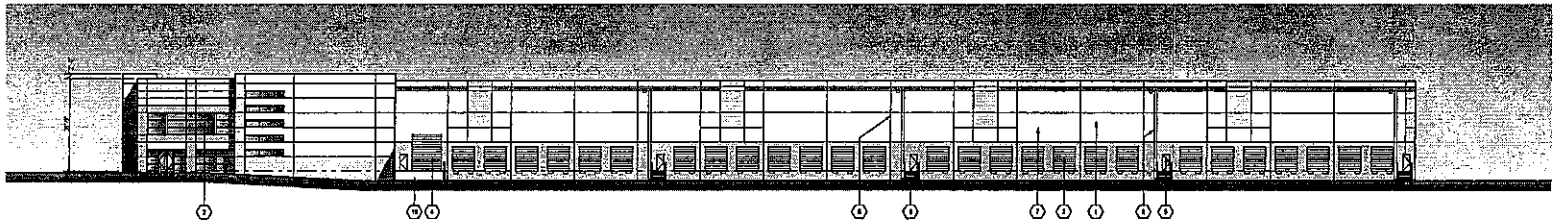
SHEET TITLE
ELEVATIONS
BUILDING A

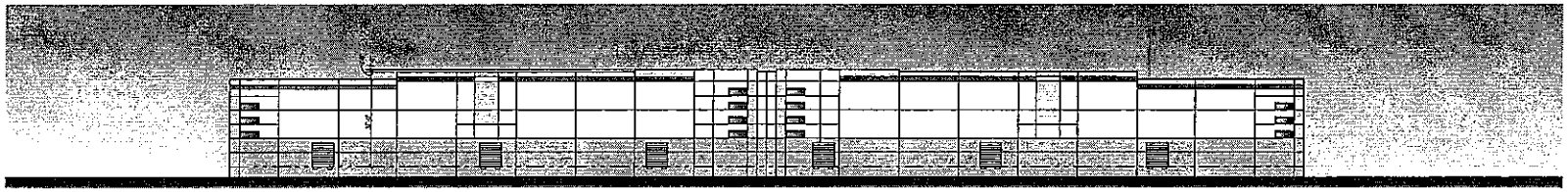
SHEET: AB3-1-P



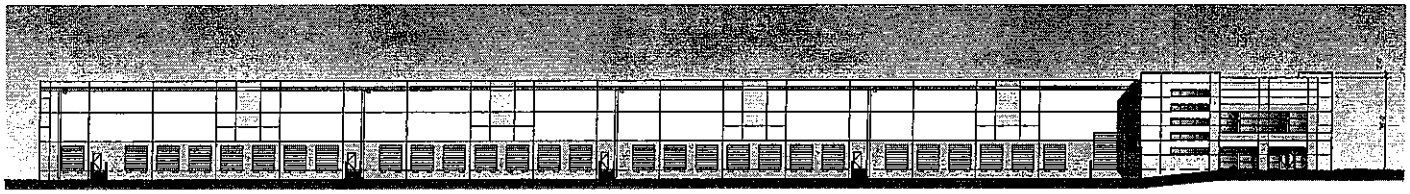
WEST ELEVATION BUILDING A



SOUTH ELEVATION BUILDING A



EAST ELEVATION BUILDING A



NORTH ELEVATION BUILDING A

KEYNOTES

1. PAINTED CONCRETE TILT-UP PANELS.
2. STOREFRONT: BLUE GLAZING SET IN CLEAR ANODIZED ALUMINUM 2" X 4 1/2" MIN. OFF-SET GLAZING SYSTEM
3. PAINTED DOCK HIGH METAL TRUCK DOORS.
4. PAINTED GRADE LEVEL METAL TRUCK DOORS.
5. PAINTED METAL ACCESS MAN DOORS.
6. PANEL JOINT.
7. 3/4" DEEP X 3" WIDE PANEL REVEAL.
8. ROOF DRAIN OVERFLOW SCUPPER PAINTED TO MATCH THE BUILDING.
9. PAINTED CONCRETE STAIR AND LANDING.
10. CONCRETE RAMP WITH PAINTED CONCRETE GUARDRAIL.
11. PAINTED CONCRETE SCREEN WALL.

FINISH SCHEDULE

1. FIELD COLOR: KO 815 NATURAL WHITE
2. BASE COLOR: KO 814 STONINGTON BEIGE
3. ACCENT COLOR: KO 848 DESERT WHITE
4. GLAZING: BLUE GLAZING W/ CLEAR ANODIZED ALUMINUM STOREFRONT

SCALE: 1" = 20'-0"

0' 5' 10' 20' 40'

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CONSULTANT

PROFESSIONAL SEALS

HARVILL CENTER

NE CORNER OF HARVILL AVE AND PLACENTIA STREET
COUNTY OF RIVERSIDE, CA

PLOT PLAN NO. 20771
AMMENDMENT 2

OWNER & APPLICANT:

OAKMONT INDUSTRIAL GROUP

OWNER & APPLICANT:
18201 MCDURMOTT STREET WEST
SUITE E
IRVINE, CA 92614
949-253-8080
TIM HOWARD
thoward@oakmontre.com

MARK	DATE	DESCRIPTION
SD	02/06/08	SCHEMATIC DESIGN
DD		
PD		
PC		
CD		

RGA PROJECT NO: 05027.00
OWNER PROJECT NO: 00000.00
CAD FILE NAME: 05027.00-AA3-1-P
DRAWN BY: CF
CHKD BY: DR
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SHEET TITLE
ELEVATIONS
BUILDING A

SHEET AA3-1-P

NEW OFFICE/ WAREHOUSE FACILITY
Project Address: North East Corner of Harvill Ave.
And Placentia Street
County of Riverside , CA

Plot Plan No. 20771

Building Owner:
Oakmont Industrial Group
18201 McDurmott Street West Suite E.
Irvine ,CA 92614
Contact : Michael Johnson (949) 253-8080

1.) Storefront glazing performance reflective Blue Monolithic 1/4" Visteon Versalux 2000R glass

2.) Exterior building colors to be:

A.) Primary base color by, ICI #614
Color : Stonington Beige MP#30yy 44/114
B.) Field color by, ICI # 815
Color : Natural White MP# 50yy 83/029
C.) Accent color by, ICI #. 649
Color : Oyster White MP#30yy 64/149

3.) Aluminum Clear anodized storefront w/ 2" x 4 1/4" min. sections.

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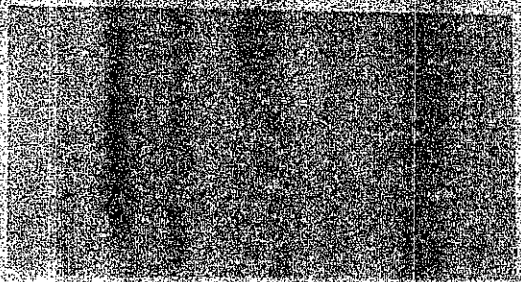
1

C

B



A

2

3

HARVILL CENTER
BUILDING A

N/E CORNER OF HARVILL AVE.
AND PLACENTIA STREET
COUNTY OF RIVERSIDE, CA

OAKMONT
INDUSTRIAL GROUP

18201 MCDURMOTT STREET
WEST SUITE E
IRVINE, CA 92614
949-253-8080
MICHAEL JOHNSON
mjohnson@oakmontre.com

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 MAP- DEFINITIONS RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Tentative Commercial Parcel Map No. 34706 shall be henceforth defined as follows:

TENTATIVE MAP = Tentative Commercial Parcel Map No. 34706, Amended No. 2, dated July 30,2008.

FINAL MAP = Final Map or Parcel Map for the TENTATIVE MAP whether recorded in whole or in phases.

10. EVERY. 2 MAP- PROJECT DESCRIPTION RECOMMND

The land division hereby permitted is for a Schedule E subdivision of 21.52 gross acres into two parcels: Parcel 1 is 13.63 gross acres and Parcel 2 is 7.53 gross acres. The tenative parcel map also includes a 0.36 acre dedication to the public right-of-way.

10. EVERY. 3 MAP - HOLD HARMLESS RECOMMND

The land divider or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside

COUNTY), its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the TENTATIVE MAP, which action is brought within the time period provided for in California Government Code, Section 66499.37. The COUNTY will promptly notify the land divider of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the land divider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the land divider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

10. EVERY. 4 MAP - 90 DAYS TO PROTEST RECOMMND

The land divider has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10. EVERY. 4 MAP - 90 DAYS TO PROTEST (cont.) RECOMMND

imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of the approval or conditional approval of this project.

BS GRADE DEPARTMENT

10.BS GRADE. 1 MAP-GIN INTRODUCTION RECOMMND

Improvement such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Grading Division conditions of approval.

10.BS GRADE. 2 MAP-G1.2 OBEY ALL GDG REGS RECOMMND

All grading shall conform to the California Building Code, Ordinance 457, and all other relevant laws, rules and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building & Safety Department.

10.BS GRADE. 3 MAP-G1.3 DISTURBS NEED G/PMT RECOMMND

Ordinance 457 requires a grading permit prior to clearing , grubbing or any top soil disturbances related to construction grading.

10.BS GRADE. 4 MAP-G1.5 EROS CNTRL PROTECT RECOMMND

Graded but undeveloped land shall provide, in addition to erosion control planting, any drainage facility deemed necessary to control or prevent erosion. Additional erosion protection may be required during the rainy season from October 15 to April 15.

10.BS GRADE. 5 MAP-G1.6 DUST CONTROL RECOMMND

All necessary measures to control dust shall be implemented by the developer during grading.

10.BS GRADE. 6 MAP-G2.1 GRADING BONDS RECOMMND

Grading in excess of 199 cubic yards will require performance security to be posted with the Building & Safety Department. Single family dwelling units graded one

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.BS GRADE. 6 MAP-G2.1 GRADING BONDS (cont.) RECOMMND

lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

10.BS GRADE. 7 MAP-G2.5 2:1 MAX SLOPE RATIO RECOMMND

Grade slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

10.BS GRADE. 9 MAP-G2.8MINIMUM DRNAGE GRAD RECOMMND

Minimum drainage grade shall be 1% except on portland cement concrete where 0.35% shall be the minimum.

10.BS GRADE. 15 MAP-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

FIRE DEPARTMENT

10.FIRE. 1 MAP-#50-BLUE DOT REFLECTORS RECOMMND

Blue retroreflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.FIRE. 2 MAP-#15-POTENTIAL FIRE FLOW RECOMMND

The water mains shall be capable of providing a potential fire flow 4000 GPM and an actual fire flow available from any one hydrant shall be 2500 GPM for 2 hour duration at 20 PSI residual operating pressure.

10.FIRE. 3 MAP-#14-COM/RES HYD/SPACING RECOMMND

Approved super fire hydrants, (6"x4"x2 1/2"x2 1/2") shall be located at each street intersection and spaced not more than 330 feet apart in any direction, with no portion of any lot frontage more than 165 feet from a fire hydrant.

10.FIRE. 4 MAP NEW AMD#2 RECOMMND

ALL CONDITIONS ARE PER NEW AMENDED #2 DATED 7/30/08 VERSES OLD AMD#2 DATED 7/27/06.

FLOOD RI DEPARTMENT

10.FLOOD RI. 2 MAP- FLOOD HAZARD REPORT RECOMMND

Parcel Map No. 34706, Amended No. 2 is a proposal for a Schedule E Subdivision of 19.8 gross acres into two parcels. This project is located on the northeast corner of Harvill Avenue and Placentia Street and is being processed concurrently with Plot Plan No. 20711.

The site is subject to substantial tributary offsite storm flows from the west during large storm events. Some of these flows are delivered to the site through a series of culverts under Harvill Avenue near the northwest corner of the site. The site naturally drains in an easterly direction towards the railroad tracks which run parallel to the 215 Freeway. Storm flows will then tend to flow south along the tracks to an existing railroad culvert near the southeast corner of the site. This culvert aligns with a culvert under the 215 Freeway and coincides with the proposed alignment of the District's Perris Valley Master Drainage Plan (MDP) Line H.

Development of the site will require significant improvements to collect and convey offsite drainage as well as to mitigate increased runoff and impacts to water quality.

The site is located within the bounds of the Perris Valley

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.FLOOD RI. 2 MAP- FLOOD HAZARD REPORT (cont.) RECOMMND

Area Drainage Plan (ADP) for which drainage fees have been established by the Board of Supervisors. Applicable ADP fees will be due (in accordance with the Rules and Regulations for Administration of Area Drainage Plans) prior to permits for this project. Although the current fee for this ADP is $8875 per acre, the fee due will be based on the fee in effect at the time of payment.

10.FLOOD RI. 3 MAP PERP DRAINAGE PATTERNS RECOMMND

The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review.

10.FLOOD RI. 4 CONSTRUCT STORM DRAINS RECOMMND

Any development of this site will be required to construct Perris Valley Master Drainage Plan (MDP) Laterals H-10 and H-11 form Harvill Avenue to a point just upstream of the railroad culvert near the southeast corner of the site.

10.FLOOD RI. 5 MAP MAJOR FACILITIES RECOMMND

Major flood control facilities are being proposed. These shall be designed and constructed to District standards including those related to alignment and access to both inlets and outlets. The applicant shall consult the District early in the design process regarding materials, hydraulic design, and transfer of rights of way.

10.FLOOD RI. 6 USE- MAJOR FACILITIES - ADP RECOMMND

Prior to initiation of the final construction drawings for those facilities required to be built as part of the Perris Valley Area Drainage Plan, the developer shall contact the Riverside County Flood Control and Water Conservation District to ascertain the terms and conditions of design, construction, inspection, transfer of rights of way, project credit in lieu of charges and reimbursement schedules which may apply. The developer shall note that if the estimated cost for required Area

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.FLOOD RI. 6 USE- MAJOR FACILITIES - ADP (cont.) RECOMMND

Drainage Plan facilities exceeds the required mitigation charges and the developer wishes to receive credit for reimbursement in excess of his charges, the facilities will be constructed as a public works contract. Scheduling for construction of these facilities will be at the discretion of the District.

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - IF HUMAN REMAINS FOUND RECOMMND

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a resonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning thetreatment of the remains as provided in Public Resources Code Section 5097.98.

10.PLANNING. 2 MAP - INADVERTENT ARCHAEO FIND RECOMMND

If during ground disturbance activities, unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environemntal assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

1. All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the Native American tribal respresentative and the Planning Director to discuss the significance of the find.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.PLANNING. 2 MAP - INADVERTENT ARCHAEO FIND (cont.) RECOMMND

2. At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American tribal representative and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

3. Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

10.PLANNING. 3 MAP- MAP ACT COMPLIANCE RECOMMND

This land division shall comply with the State of California Subdivision Map Act and to all requirements of County Ordinance No. 460, Schedule "E" unless modified by the conditions listed herein.

10.PLANNING. 4 MAP - FEES FOR REVIEW RECOMMND

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring requirement, shall be reviewed on an hourly basis, or other appropriate fee, as listed in ounty Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 6 MAP - LANDSCAPE MAINTENANCE RECOMMND

The land divider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of all slopes, landscaped areas and irrigation systems within the land division until such time as those operations are the responsibility of the individual home owners, a homeowners association, or any other successor-in-interest.

10.PLANNING. 7 MAP - TRAIL MAINTENANCE RECOMMND

The land divider, or the land divider's successor-in-interest, shall be responsible for the maintenance of any trail easement required under these conditions until such

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.PLANNING. 7 MAP - TRAIL MAINTENANCE (cont.) RECOMMND

time as the maintenance is taken over by an appropriate maintenance district.

10.PLANNING. 10 MAP - NO OFFSITE SIGNAGE RECOMMND

There shall be no offsite signage associated with this land division, except as otherwise provided by Ordinance No. 679.3 (Kiosk Program).

10.PLANNING. 11 MAP - OFFSITE SIGNS ORD 679.4 RECOMMND

No offsite subdivision signs advertising this land

ivision/development are permitted, other than those allowed under Ordinance No. 679.4. Violation of this condition of approval may result in no further permits of any type being issued for this subdivision until the unpermitted signage is removed.

10.PLANNING. 12 MAP - FINAL MAP PREPARER RECOMMND

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

10.PLANNING. 15 MAP - ORD 810 OPN SPACE FEE RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 810, which requires payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 810 has been established to set forth policies, regulations and fees related to the funding and acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this Ordinance.

The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.PLANNING. 15 MAP - ORD 810 OPN SPACE FEE (cont.) RECOMMND

ordinance shall be required.

10.PLANNING. 17 MAP - ORD NO. 659 (DIF) RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and construction of facilities necessary to address the direct and cummulative environmental effects generated by new development projects described and defined in this Ordinance, and it establishes the authorized uses of the fees collected.

The fee shall be paid for each residential unit to be constructed within this land division. In the event Riverside County Ordinance No. 659 is recinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

10.PLANNING. 18 STKP- OFF-HIGHWAY VEHICLE USE RECOMMND

No off-highway vehicle use shall be allowed on any parcel used for stockpiling purposes. The landowners shall secure all parcels on which a stockpile has been placed and shall prevent all off-highway vehicles from using the property.

10.PLANNING. 19 MAP - SUBMIT BUILDING PLANS RECOMMND

The developer shall cause building plans to be submitted to the TLMA- Land Use Se tion for review by the Department of Building and Safety - Plan Check Division. Said plans shall be in conformance with the approved TENTATIVE MAP.

TRANS DEPARTMENT

10.TRANS. 1 MAP - TS/EXEMPT RECOMMND

The Transportation Department has not required a traffic study for the subject project. It has been determined that

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.TRANS. 1 MAP - TS/EXEMPT (cont.) RECOMMND

the project is exempt from traffic study requirements.

10.TRANS. 2 MAP - DRAINAGE 1 RECOMMND

The land divider shall protect downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or by securing a drainage easement. All drainage easements shall be shown on the final map and noted as follows: "Drainage Easement - no building, obstructions, or encroachments by landfills are allowed". The protection shall be as approved by the Transportation Department.

10.TRANS. 3 MAP - DRAINAGE 2 RECOMMND

The land divider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Transportation Department permits the use of streets for drainage purposes, the provisions of Article XI of Ordinance No. 460 will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, the subdivider shall provide adequate drainage facilities and/or appropriate easements as approved by the Transportation Department.

10.TRANS. 4 MAP - NO ADD'L ON-SITE R-O-W RECOMMND

No additional on-site right-of-way shall be required on Harvill Avenue since adequate right-of-way exists.

10.TRANS. 5 MAP- MID-COUNTY PARKWAY RECOMMND

The Transportation Department has evaluated the relationship of PM 34706 to the on-going study for the alignment of the Mid-County Parkway project. At this time, the alignment of the Mid-County Parkway has been determined and it is the one that would place the interchange of Interstate 215 and Mid-County Parkway in the vicinity of Interstate 215 and Placentia Street. The implementation of this alignment will require right-of-way in the southern portion of PM 34706.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

10. GENERAL CONDITIONS

10.TRANS. 7 MAP - STD INTRO 3(ORD 460/461) RECOMMND

With respect to the conditions of approval for the referenced tentative exhibit, the land divider shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the tentative map correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptablility may require the map to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

10.TRANS. 9 MAP - OFF-SITE PHASE RECOMMND

Should the applicant choose to phase any portion of this project, said applicant shall provide off-site access roads to County maintained roads as approved by the Transportation Department.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 2 MAP - EXPIRATION DATE RECOMMND

The conditionally approved TENTATIVE MAP shall expire three (3) years after the County of Riverside Board of Supervisors original approval date, unless extended as provided by County Ordinance No. 460. Action on a minor change and/or revised map request shall not extend the time limits of the originally approved TENTATIVE MAP. A Land Management System (LMS) hold shall be placed on the TENTATIVE MAP, and a LMS hold shall be placed on any subsequent minor change or revised map, which shall be set to take effect on the expiration date. The LMS hold effective date shall be extended in accordance with any permitted extensions of time. The LMS hold shall be downgraded to a LMS notice upon recordation of the the first phase of the TENTATIVE MAP. The LMS hold or notice shall remain in effect until the recordation of the final phase of the TENTATIVE MAP. If the TENTATIVE MAP expires

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

20. PRIOR TO A CERTAIN DATE

20.PLANNING. 2 MAP - EXPIRATION DATE (cont.) RECOMMND

before the recordation of the final phase the LMS hold or notice shall remain in effect and no further FINAL MAP recordation shall be permitted.

50. PRIOR TO MAP RECORDATION

E HEALTH DEPARTMENT

50.E HEALTH. 1 MAP - WATER PLAN RECOMMND

A water system shall have plans and specifications approved by the water company and the Department of Environmental Health.

50.E HEALTH. 2 MAP - MONEY RECOMMND

Financial arrangements (securities posted) must be made for the water improvement plans and be approved by County Counsel.

50.E HEALTH. 3 MAP - SEWER PLAN - COUNTY RECOMMND

A sewer system shall have mylar plans and specifications as approved by the District, the County Survey Department and the Department of Environmental Health.

50.E HEALTH. 4 MAP - ANNEX FINALIZED RECOMMND

Annexation proceedings must be finalized with the applicable purveyor for sanitation service.

FIRE DEPARTMENT

50.FIRE. 1 MAP-#46-WATER PLANS RECOMMND

The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

50. PRIOR TO MAP RECORDATION

50.FIRE. 2 MAP-#53-ECS-WTR PRIOR/COMBUS RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.

FLOOD RI DEPARTMENT

50.FLOOD RI. 1 MAP SUBMIT ECS & FINAL MAP RECOMMND

A copy of the environmental constraint sheet and the final map shall be submitted to the District for review and approval. All submittals shall be date stamped by the engineer and include the appropriate plan check fee.

50.FLOOD RI. 3 MAP ADP FEES RECOMMND

A notice of drainage fees shall be placed on the environmental constraint sheet and final map. The exact wording of the note shall be as follows:

NOTICE OF DRAINAGE FEES

Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the Board of Supervisors of the County of Riverside pursuant to Section 10.25 of Ordinance 460 and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area.

Notice is further given that, pursuant to Section 10.25 of Ordinance 460, payment of the drainage fees shall be paid with cashier's check or money order only to the Riverside County Flood Control and Water Conservation District at the time of issuance of the grading or building permit for said parcels, whichever occurs first, and that the owner of each parcel, at the time of issuance of either the grading or building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

50.FLOOD RI. 4 MAP SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, final map, environmental constraint sheet, BMP improvement plans, and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 4 MAP SUBMIT PLANS (cont.) RECOMMND

the District for review. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

50.FLOOD RI. 5 MAP 3 ITEMS TO ACCEPT FACILITY RECOMMND

Inspection and maintenance of the flood control facility/ies to be constructed with this tract must be performed by either the County Transportation Department or the Flood Control District. The engineer (owner) must request in writing that one of these agencies accept the proposed system. The request shall note the project number, location, briefly describe the system (sizes and lengths) and include an exhibit that shows the proposed alignment. The request to the District shall be addressed to the General Manager-Chief Engineer, Attn: Chief of the Planning Division.

If the District is willing to maintain the proposed facility three items must be accomplished prior to recordation of the final map or starting construction of the drainage facility: 1) the developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District; 2) an agreement with the District and any maintenance partners must be executed which establishes the terms and conditions of inspection, operation and maintenance; and 3) plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement. An application to draw up an agreement must be submitted to the attention of the District's Administrative Services Section. All right of way transfer issues must be coordinated with the District's Right of Way Section.

The engineer/developer will need to submit proof of flood control facility bonds and a certificate of insurance to the District's Inspection section before a pre-construction meeting can be scheduled.

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50. PRIOR TO MAP RECORDATION

PARKS DEPARTMENT

50.PARKS. 1 MAP - TRAIL EASEMENT RECOMMND

Prior to or in conjunction with the recordation of the final map, the applicant shall offer for dedication to the County of Riverside an easements for trails purposes. This easement shall be as shown on the approved trails plan.

The Mead Valley Area Plan identifies a Regional Trail (20') along Placentia Street. The trails plan shall show that portion of the proposed project that is along Placentia Street with the 20 foot dedicated easement.

PLANNING DEPARTMENT

50.PLANNING. 1 MAP - PREPARE A FINAL MAP RECOMMND

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

50.PLANNING. 2 MAP- REQUIRED APPLICATIONS RECOMMND

No FINAL MAP shall record until Change of Zone No. 7186 has been approved and adopted by the Board of Supervisors and has been made effective. This land division shall conform with the development standards of the zone ultimately applied to the property.

50.PLANNING. 4 MAP- OFFER OF TRAILS RECOMMND

An offer of dedication to the County of Riverside for a fourteen to twenty foot (14'-20') wide regional trail along Placentia Street shall be noted on both the FINAL MAP and the Environmental Constraints Sheet.

50.PLANNING. 5 MAP- TRAIL MAINTENANCE RECOMMND

The land divider shall form or annex to a trails maintenance district or other maintenance district approved by the County Planning Department, for the maintenance of a twenty foot (20') wide community trail

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

50. PRIOR TO MAP RECORDATION

50.PLANNING. 5 MAP- TRAIL MAINTENANCE (cont.) RECOMMND

located along Placentia Street. The land divider, or the land divider's successors-in-interest or assignees, shall be responsible for the maintenance of the community trail easement until such time as the maintenance is taken over by the appropriate maintenance district.

50.PLANNING. 9 MAP - FINAL MAP PREPARER RECOMMND

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

50.PLANNING. 10 MAP - ECS SHALL BE PREPARED RECOMMND

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2. E. & F. of County Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP.

50.PLANNING. 11 MAP- ECS AFFECTED LOTS RECOMMND

The following note shall be placed on the FINAL MAP: "Environmental Constraint Sheet affecting this map is on file in the County of Riverside Transportation Department - Survey Division, in E.C.S. Book ___, Page ___.

50.PLANNING. 13 MAP - FEE BALANCE RECOMMND

Prior to recordation, the Planning Department shall determine if the deposit based fees for the TENTATIVE MAP are in a negative balance. If so, any unpaid fees shall be paid by the land divider and/or the land divider's successor-in-interest.

50.PLANNING. 16 MAP - ECS NOTE MT PALOMAR LIGH RECOMMND

The following Environmental Constraints Note shall be placed on the ECS:

"This property is subject to lighting restrictions as required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655."

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50. PRIOR TO MAP RECORDATION

50.PLANNING. 17 MAP- SURVEYOR CHECK RECOMMND

The County Transportation Department - Survey Division shall review any FINAL MAP and ensure compliance with the following:

A. All lots on the FINAL MAP shall be in substantial conformance with the approved TENTATIVE MAP relative to size and configuration.

B. All lots on the FINAL MAP shall comply with the length to width ratios, as established by Section 3.8.C. of County Ordinance No. 460.

C. The total number of industrial lots on the final map shall be two (2).

50.PLANNING. 18 MAP - MARCH AIR RESERVE RECOMMND

1.Prior to recordation of final map, the landowner shall convey an avigation easement to the MARB/MIP Airport or provide documentation to the Riverside County Planning Department that such conveyance has previously been recorded.

2.The following uses shall be prohibited:

(a)Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

(b)Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

(c)Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area.

(d)Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

50. PRIOR TO MAP RECORDATION

50.PLANNING. 18 MAP - MARCH AIR RESERVE (cont.) RECOMMND

3.Any outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky, and shall comply with Ordinance No. 655, as applicable.

4.The attached notice shall be provided to all potential purchasers and tenants of the property.

50.PLANNING. 19 MAP- RECIPROCAL ACCESS AGREE RECOMMND

Prior to Map Recordation, the owner of the proposed property shall supply the Planning Department with a reciprocal access agreement, as it applies to the driveway on Parcel 1, as seen on Exhibit A.

TRANS DEPARTMENT

50.TRANS. 3 MAP - R-O-W DEDICATED 1 RECOMMND

Sufficient public street right-of-way along Placentia Street shall be dedicated for public use to provide for a 64 foot half width right-of-way.

50.TRANS. 4 MAP - IMP PLANS RECOMMND

Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the Riverside County Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County.

50.TRANS. 5 MAP - SOILS 2 RECOMMND

The developer/owner shall submit a preliminary soils and pavement investigation report addressing the construction requirements within the road right-of-way.

50.TRANS. 9 MAP - EASEMENT RECOMMND

Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

50. PRIOR TO MAP RECORDATION

50.TRANS. 12 MAP - VACATION RECOMMND

The applicant, by his/her design, is requesting a vacation of the existing dedicated rights-of-way along Walnut Street east of Harvill Avenue. Accordingly, prior to recordation of the final map, the applicant shall have filed a separate application with the County Surveyor for a conditional vacation of the above-referenced rights-of-way, and the Board of Supervisors shall have approved the vacation request. If the Board of Supervisors denies the vacation request, the tentative map as designed may not record. The applicant may, however, redesign the map utilizing the existing rights-of-way, and may then reprocess the map after paying all appropriate fees and charges.

50.TRANS. 18 MAP - STREET LIGHT PLAN RECOMMND

A separate street light plan is required for this project.

Street lighting shall be designed in accordance with County Ordinance 460 and Street Light Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within Imperial Irrigation District (IID) use IID's pole standard.

50.TRANS. 20 MAP - MAP.CORNER CUT-BACK I RECOMMND

All corner cutbacks shall be applied per Standard 805, Ordinance 461, except for corners at Entry streets intersecting with General Plan roads, they shall be applied per Exhibit 'C' of the Countywide Design Guidelines.

50.TRANS. 21 MAP - STREET LIGHTS-L&LMD RECOMMND

The project proponent shall contact the Transportation Department L&LMD 89-1-C Administrator and submit the following:

1. Completed Transportation Department application

2. Appropriate fees for annexation.

3. (2)Sets of street lighting plans approved by Transportation Department.

4. "Streetlight Authorization" form from SCE, IID or other electric provider.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

50. PRIOR TO MAP RECORDATION

50.TRANS. 23 MAP - STREET SWEEPING RECOMMND

The project proponent shall contact the County Service Area (CSA) Project Manager to file an application for annexation or inclusion into CSA for street sweeping; or enter into a similar mechanism as approved by the Transportation Department.

50.TRANS. 23 MAP - MID-CNTY PKWY/I-215 EASE RECOMMND

An additional transportation easement shall be dedicated to the County to accommodate the alignment of the Mid-County Parkway and I-215 interchange. The easement shall be the southeastern portion of the property and the footprint of the proposed building "B" shall be designed and constructed outside of said easement as shown on PP20711 Amended Exhibit No. 3 dated 7/30/2008. This easement may be used for additional parking and/or landscaping until it is needed for the transportation improvements as determined by the Transportation Department. No permanent construction or drainage facilities such as retention/detention basins shall be allowed within this easement area for the Mid-County Parkway/I-215. The boundaries of this easement shall be as approved by the Transportation Department.

50.TRANS. 26 MAP - ASSESSMENT DIST 1 RECOMMND

Should this project lie within any assessment/benefit district, the applicant shall, prior to recordation, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district.

50.TRANS. 33 MAP - UTILITY PLAN RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be designed to be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

50. PRIOR TO MAP RECORDATION

50.TRANS. 33 MAP - UTILITY PLAN (cont.) RECOMMND

submitted to the Transportation Department for verification purposes.

50.TRANS. 34 MAP - ST DESIGN/IMPRV CONCEPT RECOMMND

The street design and improvement concept of this project shall be coordinated with PP20711.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 MAP-G2.4GEOTECH/SOILS RPTS RECOMMND

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.*

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

60.BS GRADE. 2 MAP-G2.7DRNAGE DESIGN Q100 RECOMMND

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (Water Quality Management Plan) required by Riverside County Flood Control and Water Conservation District.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 3 MAP-G2.14OFFSITE GDG ONUS RECOMMND

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

60.BS GRADE. 4 MAP-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

60.BS GRADE. 5 MAP IMPORT/EXPORT RECOMMND

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety department. If an Environmental Assessment, prior to issuing a grading permit, did not previously approve either location, a Grading Environmental Assessment shall be submitted to the Planning Director and the Environmental Programs Director for review and comment and to the Building and Safety Department Director for approval. Additionally, if the movement of import/export occurs using county roads, review and approval of the haul routes by the Transportation Department will be required.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 6 MAP No Precise Grdg Permit RECOMMND

A PRECISE GRADING PERMIT WILL NOT BE ISSUED, BY THE BUILDING AND SAFETY DEPARTMENT, FOR ANY PARCEL(S) OF THIS SUBDIVISION - UNLESS AN APPROPRIATE LAND USE PERMIT HAS ALSO BEEN ISSUED BY THE PLANNING DEPARTMENT AND APPROVED BY THE BOARD OF SUPERVISORS, FOR THAT SAME PARCEL(S).

EPD DEPARTMENT

60.EPD. 1 EPD - 30 DAY BURROWING OWL SUR RECOMMND

Pursuant to Objective 6 and Objective 7 of the Species Account for the Burrowing Owl included in the Western Riverside County Multiple Species Habitat Conservation Plan, within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted by a qualified biologist and the results of this presence/absence survey shall be provided in writing to the Environmental Programs Department. If it is determined that the project site is occupied by the Burrowing Owl, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the Burrowing Owl is present, relocation outside of the nesting season (March 1 through August 31) by a qualified biologist shall be required. The County Biologist shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites. Occupation of this species on the project site may result in the need to revise grading plans so that take of "active" nests is avoided or alternatively, a grading permit may be issued once the species has been actively relocated.

If the grading permit is not obtained within 30 days of the survey a new survey shall be required.

FLOOD RI DEPARTMENT

60.FLOOD RI. 1 MAP ADP FEES RECOMMND

Parcel Map 34706 is located within the limits of the Perris Valley Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money

60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 1 MAP ADP FEES (cont.) RECOMMND

order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

60.FLOOD RI. 2 MAP GRADING RECOMMND

If any grading is proposed under this parcel map it shall conform to the conditions of approval for Plot Plan 20711.

60.FLOOD RI. 3 MAP EROS CNTRL AFTER RGH GRAD RECOMMND

Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review.

60.FLOOD RI. 4 MAP SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

PARKS DEPARTMENT

60.PARKS. 1 MAP - TRAIL PLAN RECOMMND

Prior to the issuance of any grading permits, the applicant shall submit a trails plan to the Riverside County Regional Park and Open-Space District for review and approval. This trails plan shall show the trail with all topography, grading, cross-sections, street crossings and under crossings, signage (if appropriate) and landscaping.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

60. PRIOR TO GRADING PRMT ISSUANCE

PLANNING DEPARTMENT

60.PLANNING. 1 MAP - SUBSIDENCE STUDY RECOMMND

PRIOR TO ISSUANCE OF GRADING PERMITS: THE FOLLOWING SPECIAL GEOLOGIC STUDIES SHALL BE SUBMITTED TO THE COUNTY'S CHIEF ENGINEERING GEOLOGIST:

A geologic/geotechnical investigation report written to address the potential impact of subsidence on this project. Note: subsidence includes, at a minimum, the potential affects of hydroconsolidation, groundwater withdrawal, dry sand settlement, and liquefaction induced settlement.

60.PLANNING. 4 MAP- COMMUNITY TRAIL ESMNT RECOMMND

The land divider/permit holder shall cause grading plans to be prepared which delineates grading adjacent to or within a proposed trail easement adjacent to Parcel 2, as delineated on the TENTATIVE MAP. Said grading must conform to the trail standards of the Comprehensive General Plan.

60.PLANNING. 6 MAP - PLANNING DEPT REVIEW RECOMMND

As part of the plan check review of the proposed grading plan for the subject property, the Department of Building and Safety - Grading Division shall submit a copy of the proposed grading plan, along with the applicable Log/Permit Numbers for reference, to the ounty Planning Department to be reviewed for compliance with the approved tentative map.

60.PLANNING. 10 MAP- SKR FEE CONDITION RECOMMND

Prior to the issuance of a grading permit, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 21.16 acres (gross) in accordance with the TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 10 MAP- SKR FEE CONDITION (cont.) RECOMMND

No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

60.PLANNING. 11 MAP - FEE BALANCE RECOMMND

Prior to issuance of grading permits, the Planning

Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

60.PLANNING. 12 MAP - GRADING PLAN REVIEW RECOMMND

The land divider/permit holder shall cause a plan check application for a grading plan to be submitted to the ounty T.L.M.A - Land Use Division for review by the County Department of Building and Safety - Grading Division. Said grading plan shall be in conformance with the approved tentative map, in ompliance with County Ordinance No. 457, and the conditions of approval for the tentative map.

60.PLANNING. 14 MAP- REQ APPL PRIOR TO GRDG RECOMMND

No final map shall record until Change of Zone No. 7186 has been approved and adopted by the Board of Supervisors. This land division shall conform with the development standards of the zone ulitimately applied to the property.

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1 MAP-G3.1NO B/PMT W/O G/PMT RECOMMND

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Divisin of the Building and Safety Department.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

80. PRIOR TO BLDG PRMT ISSUANCE

FLOOD RI DEPARTMENT

80.FLOOD RI. 1 MAP ADP FEES RECOMMND

Parcel Map 34706 is located within the limits of the Perris Valley Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

90. PRIOR TO BLDG FINAL INSPECTION

TRANS DEPARTMENT

90.TRANS. 1 MAP - WRCOG TUMF RECOMMND

Prior to the issuance of an occupancy permit, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance, pursuant to Ordinance No. 824.

90.TRANS. 2 MAP - STREET SWEEPING RECOMMND

Street sweeping annexation or inclusion into CSA or similar mechanism as approved by the Transportation Department shall be completed.

90.TRANS. 3 MAP STREETLIGHT AUTHORIZATION RECOMMND

Prior to OCCUPANCY, the project proponent shall submit to Transportation Department Permits the following:

1. "Streetlight Authorization" form approved by L&LMD No. 89-1 Administrator

2 Letter establishing interim energy account from SCE, IID or other electric provider.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 4 MAP - E STREET LIGHTS INSTALL RECOMMND

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinance 460 and 461. For projects within Imperial Irrigation District (IID) use (IID's) pole standard.

Street light annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the Developer to ensure that streetlights are energized along the streets associated with this development where the Developer is seeking Building Final Inspection (Occupancy).

90.TRANS. 5 MAP - UTILITY INSTALL RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

90.TRANS. 6 MAP - EXISTING CURB & GUTTER RECOMMND

On existing curb and gutter, new driveways per Standard 207A, closure of existing driveways, sidewalks and/or drainage devices within County right-of-way, including sewer and water laterals on Harvill Avenue shall be constructed within the dedicated right-of-way in accordance with County Standards, Ordinance 461. Such construction shall be shown on existing street improvement plans and approved and permitted by the Transportation Department.

PARCEL MAP Parcel Map #: PM34706 Parcel: 317-240-035

100. PRIOR TO ISSUE GIVEN BLDG PRMT

PARKS DEPARTMENT

100.PARKS. 1 MAP - TRAIL CONSTRUCTION RECOMMND

Prior to the issuance of the 2nd building permit, the applicant shall build the trail as shown on the approved trails plan. The applicant shall arrange for an inspection of the constructed trail with the Riverside County Regional Park and Open-Space District.

PLOT PLAN:TRANSMITTED Case #: PP20711 Parcel: 317-240-035

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 USE - PROJECT DESCRIPTION RECOMMND

The Plot Plan proposes proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5000 s.f of office, 25,000 s.f of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation.

10. EVERY. 2 USE - HOLD HARMLESS RECOMMND

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside (COUNTY) its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning Plot Plan 20711. The COUNTY will promptly notify the applicant/permittee of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such claim, action, or proceeding or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

10. EVERY. 3 USE - DEFINITIONS RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Plot Plan No.20711 shall be henceforth defined as follows:

APPROVED EXHIBIT A = Site Plan for Plot Plan No. 20711, Amended No. 3, dated 7/30/08.

APPROVED EXHIBIT B= Project Elevations for Plot Plan No. 20711 Amended No. 3, dated 7/30/08.

APPROVED EXHIBIT C= Project Floor Plans for Plot Plan No.

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10. GENERAL CONDITIONS

10. EVERY. 3 USE - DEFINITIONS (cont.) RECOMMND

20711 Amended No. 3, dated 7/30/08.

APPROVED EXHIBIT G= Preliminary Rough Grading for Plot Plan No. 20711 Amended No. 3, dated 7/30/08.

APPROVED EXHIBIT L= Preliminary Landscaping Plans for Plot Plan No. 20711 Amended No. 3, dated 1/27/09.

APPROVED EXHIBIT M= Project Colors and Materials for Plot Plan No. 20711, dated 7/30/08.

BS GRADE DEPARTMENT

10.BS GRADE. 1 USE -GIN INTRODUCTION RECOMMND

Improvements such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Department Grading Division conditions of approval.

10.BS GRADE. 3 USE-G1.2 OBEY ALL GDG REGS RECOMMND

All grading shall conform to the California Building Code, Ordinance 457, and all other relevant laws, rules, and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building and Safety Department.

10.BS GRADE. 4 USE-G1.3 DISTURBS NEED G/PMT RECOMMND

Ordinance 457 requires a grading permit prior to clearing, grubbing, or any top soil disturbances related to construction grading.

10.BS GRADE. 5 USE-G1.6 DUST CONTROL RECOMMND

All necessary measures to control dust shall be implemented by the developer during grading. PM10 plan may be required at the time a grading permit is issued.

10.BS GRADE. 7 USE-G2.5 2:1 MAX SLOPE RATIO RECOMMND

Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

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10. GENERAL CONDITIONS

10.BS GRADE. 10 USE-G2.8MINIMUM DRNAGE GRADE RECOMMND

Minimum drainage grade shall be 1% except on portland cement concrete where .35% shall be the minimum.

10.BS GRADE. 14 USE-G2.23 OFFST. PAVED PKG RECOMMND

All offstreet parking areas which are conditioned to be paved shall conform to Ordinance 457 base and paving design and inspection requirements.

10.BS GRADE. 16 USE-G3.3RETAINING WALLS RECOMMND

Lots which propose retaining walls will require separate permits. They shall be obtained prior to the issuance of any other building permits - unless otherwise approved by the Building and Safety Director. The walls shall be designed by a Registered Civil Engineer - unless they conform to the County Standard Retaining Wall designs shown on the Building and Safety Department form 284-197.

10.BS GRADE. 19 USE-G4.3PAVING INSPECTIONS RECOMMND

The developer/applicant shall be responsible for obtaining the paving inspections required by Ordinance 457.

FIRE DEPARTMENT

10.FIRE. 1 USE-#01A - SHELL/FPE/COMM. RECOMMND

THESE CONDITIONS ARE FOR A SHELL BUILDING ONLY.
Shell building will receive a shell final only. No Certificate of Occupancy (human occupant and/or materials) will be issued until the building occupant has been identified with their occupancy classification and have been conditioned by Riverside County Fire Department. Occupant or tenant identification is imperative for oderly and prompt processing. Upon identification of the occupant or tenant a Fire Protection Analysis report maybe required prior to establishing the requirements for the occupancy permit. Failure to provide a comprehensive data analysis and/or technical information acceptable to the fire department may result in project delays.
A complete commodity listing disclosing type, quantity, level of hazard and potential for "Reactivity" must be provided within 120 days. The foregoing is necessary to properly occupancy classify the building(s). Failure to provide comprehensive data and/or highly technical

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10. GENERAL CONDITIONS

10.FIRE. 1 USE-#01A - SHELL/FPE/COMM. (cont.) RECOMMND

information, will result in project delay and requirement for a complete Fire Protection Study for review.

10.FIRE. 2 USE-#04-HIGH PILE/RACK STORAGE RECOMMND

A separate permit may be required for high-pile storage and/or racks. Sprinkler plans and/or sprinkler review must be submitted by a licensed sprinkler contractor with storage and/or rack plans to Riverside County Fire Department for review and approval of the 2007 CFC. All commodities stored, rack dimensions, placement in building, sprinkler densities, etc. must be provided with suppression system for racks and/or high-pile storage review. A complete listing of commodities, classified using CFC and NFPA 13, 2002 Edition guidelines by a licensed Fire Protection Engineer (or other consultant approved by this jurisdiction).

10.FIRE. 3 USE-#50-BLUE DOT REFLECTOR RECOMMND

Blue retroreflective pavement markers shall be mounted on private street, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.

10.FIRE. 4 USE-#23-MIN REQ FIRE FLOW RECOMMND

Minimum required fire flow shall be 4000 GPM for a 4 hour duration at 20 PSI residual operating pressure, which must be available before any combustible material is placed on the job site. Fire flow is based on type VN construction per the 2001 CBC and Building(s) having a fire sprinkler system.

10.FIRE. 5 USE-#19-ON/OFF LOOPED HYD RECOMMND

A combination of on-site and off-site super fire hydrants, on a looped system (6"x4"x 2-2 1/2"), will be located not less than 25 feet or more than 165 feet from any portion of the building as measured along approved vehicular travel ways. The required fire flow shall be available from any adjacent hydrants(s) in the system.

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10. GENERAL CONDITIONS

10.FIRE. 6 USE-#84-TANK PERMITS RECOMMND

Applicant or Developer shall be responsible for obtaining under/aboveground fuel, chemical and mixed liquid storage tank permits, from the Riverside County Fire Department and Environmental Health Departments. Plans must be submitted for approval prior to installation. Aboveground fuel/mixed liquid tanks(s) shall meet the following standard: Tank must be tested and labeled to UL2085 Protected Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label from an independent test laboratory must be included with your plans.

10.FIRE. 7 USE-#89-RAPID HAZMAT BOX RECOMMND

Rapid entry Hazardous Material data and key storage cabinet shall be installed on the outside of the building. Plans shall be submitted to the Riverside County Fire Department for approval prior to installation.

10.FIRE. 8 USE-#25-GATE ENTRANCES RECOMMND

Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, a 38 foot turning radius shall be used.

10.FIRE. 9 USE-#88A-AUTO/MAN GATES RECOMMND

Gate(s) shall be automatic or manual operated, minimum 24 feet in width, with a setback of 35 feet from face of curb/flow line. Gate access shall be equipped with a rapid entry system. Plans shall be submitted to the Fire Department for approval prior to installation. Automatic/manual gate pins shall be rated with shear pin force, not to exceed 30 foot pounds. Automatic gates shall be equipped with emergency backup power. Gates activated by the rapid entry system shall remain open until closed by the rapid entry system. (current plan check deposit base fee is $126.00)

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10. GENERAL CONDITIONS

FLOOD RI DEPARTMENT

10.FLOOD RI. 17 USE- FLOOD HAZARD REPORT RECOMMND

Plot Plan No. 20711, Amended No. 3 is a proposal to construct two (2) industrial buildings in the Mead Valley Area Plan. The 19.80 acre site is located on the northeast corner of Harvill Avenue and Placentia Street. This project is being processed concurrently with Parcel Map No. 34706.

The site is subject to substantial tributary offsite storm flows from the west during large storm events. Some of these flows are delivered to the site through a series of culverts under Harvill Avenue near the northwest corner of the site. The site naturally drains in an easterly direction towards the railroad tracks which run parallel to the 215 Freeway. Storm flows will then tend to flow south along the tracks to an existing railroad culvert near the southeast corner of the site. This culvert is aligned with a culvert under the 215 Freeway which in turn would outlet into the proposed alignment of the District's Perris Valley Master Drainage Plan (MDP) Line H.

This project was issued conditions of approval under previous Amendment No. 2 with the proposal to construct one (1) building only and included a condition of approval to construct Perris Valley MDP Lateral H-11 from Harvill Avenue to a point just upstream of the railroad culvert as shown on the tentative exhibit.

Amendment No. 3 proposes to construct two (2) buildings, one of them with a smaller footprint than originally planned. With this proposal, the applicant would be required to construct Laterals H-10 and H-11 form Harvill Avenue to a point just upstream of the railroad culvert as well as mitigate both its increased runoff and impacts to water quality. The applicant proposes to construct a dual-use basin that would serve as an increased runoff and water quality basin. A temporary structure will be required to collect the tributary offsite runoff and discharge into Laterals H-10 and H-11. In lieu of the increased runoff basin, the applicant may construct Line H to the Perris Valley Storm Drain.

To mitigate the development's impact to water quality, the applicant has submitted a preliminary project specific Water Quality Management Plan (WQMP). As mentioned above,

10. GENERAL CONDITIONS

10.FLOOD RI. 17 USE- FLOOD HAZARD REPORT (cont.) RECOMMND

a dual-use basin would be utilized to mitigate water quality impacts to the site. The submitted WQMP appears to be adequate for this phase of development. A final WQMP shall be submitted prior to grading and/or building permit issuance.

The site is located within the bounds of the Perris Valley Area Drainage Plan (ADP) for which drainage fees have been established by the Board of Supervisors. Applicable ADP fees will be due (in accordance with the Rules and Regulations for Administration of Area Drainage Plans) prior to permits for this project. Although the current fee for this ADP is $8,875 per acre, the fee due will be based on the fee in effect at the time of payment.

The District does not object to this proposal.

10.FLOOD RI. 20 USE 10 YR CURB - 100 YR ROW RECOMMND

The 10 year storm flow shall be contained within the curb and the 100 year storm flow shall be contained within the street right of way. When either of these criteria is exceeded, additional drainage facilities shall be installed. The property shall be graded to drain to the adjacent street or an adequate outlet.

10.FLOOD RI. 21 USE PERP DRAINAGE PATTERNS RECOMMND

The property's grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area, outlet points and outlet conditions; otherwise, a drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review.

10.FLOOD RI. 23 USE- MAJOR FACILITIES - ADP RECOMMND

Prior to initiation of the final construction drawings for those facilities required to be built as part of the Perris Valley Area Drainage Plan, the developer shall contact the Riverside County Flood Control and Water Conservation District to ascertain the terms and conditions of design, construction, inspection, transfer

10. GENERAL CONDITIONS

10.FLOOD RI. 23 USE- MAJOR FACILITIES - ADP (cont.) RECOMMND

of rights of way, project credit in lieu of charges and reimbursement schedules which may apply. The developer shall note that if the estimated cost for required Area Drainage Plan facilities exceeds the required mitigation charges and the developer wishes to receive credit for reimbursement in excess of his charges, the facilities will be constructed as a public works contract. Scheduling for construction of these facilities will be at the discretion of the District.

10.FLOOD RI. 26 USE SUBMIT FINAL WQMP =PRELIM RECOMMND

In compliance with Santa Ana Region and San Diego Region Regional Water Quality Control Board Orders, and Beginning January 1, 2005, projects submitted within the western region of the unincorporated area of Riverside County for discretionary approval will be required to comply with the Water Quality Management Plan for Urban Runoff (WQMP). The WQMP addresses post-development water quality impacts from new development and redevelopment projects. The WQMP requirements will vary depending on the project's geographic location (Santa Ana, Santa Margarita or Whitewater River watersheds). The WQMP provides detailed guidelines and templates to assist the developer in completing the necessary studies. These documents are available on-line at:
www.floodcontrol.co.riverside.ca.us under Programs and Services, Stormwater Quality.

To comply with the WQMP a developer must submit a "Project Specific" WQMP. This report is intended to a) identify potential post-project pollutants and hydrologic impacts associated with the development; b) identify proposed mitigation measures (BMPs) for identified impacts including site design, source control and treatment control post-development BMPs; and c) identify sustainable funding and maintenance mechanisms for the aforementioned BMPs. A template for this report is included as 'exhibit A' in the WQMP.

The developer has submitted a report that meets the criteria for a Preliminary Project Specific WQMP. The report will need to be revised to meet the requirements of a Final Project Specific WQMP. Also, it should be noted that if 401 certification is necessary for the project, the Water Quality Control Board may require additional water

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10. GENERAL CONDITIONS

10.FLOOD RI. 26 USE SUBMIT FINAL WQMP =PRELIM (cont.) RECOMMND

quality measures.

10.FLOOD RI. 27 USE BMP MAINTENANCE & INSPECT RECOMMND

The BMP maintenance plan shall contain provisions for all treatment controlled BMPs to be inspected, and if required, cleaned no later than October 15 each year. Required documentation shall identify the entity that will inspect and maintain all structural BMPs within the project boundaries. A copy of all necessary documentation shall be submitted to the District for review and approval prior to the issuance of occupancy permits.

10.FLOOD RI. 28 USE 100 YR SUMP OUTLET RECOMMND

Drainage facilities outletting sump conditions shall be designed to convey the tributary 100 year storm flows. Additional emergency escape shall also be provided.

10.FLOOD RI. 29 USE MAJOR FACILITIES RECOMMND

Major flood control facilities are being proposed. These shall be designed and constructed to District standards including those related to alignment and access to both inlets and outlets. The applicant shall consult the District early in the design process regarding materials, hydraulic design and transfer of rights of way.

10.FLOOD RI. 30 USE INCREASED RUNOFF RECOMMND

The development of this site will adversely impact downstream property owners by increasing the rate and volume of flood flows. To mitigate this impact, the developer has proposed a detention basin. Although final design of the basin will not be required until the improvement plan stage of this development, the applicant's engineer has submitted a preliminary hydrology and hydraulics study that indicates that the general size, shape, and location of the proposed basin is sufficient to mitigate the impacts of the development.

10.FLOOD RI. 31 USE INCREASED RUNOFF CRITERIA RECOMMND

The development of this site would increase peak flow rates on downstream properties. Mitigation shall be required to offset such impacts. An increased runoff basin shall be

10. GENERAL CONDITIONS

10.FLOOD RI. 31 USE INCREASED RUNOFF CRITERIA (cont.) RECOMMND

shown on the exhibit and calculations supporting the size of the basin shall be submitted to the District for review. The entire area of proposed development will be routed through a detention facility(s) to mitigate increased runoff. All basins must have positive drainage; dead storage basins shall not be acceptable.

A complete drainage study including, but not limited to, hydrologic and hydraulic calculations for the proposed detention basin shall be submitted to the District for review and approval.

Storms to be studied will include the 1-hour, 3-hour, 6-hour and 24-hour duration events for the 2-year, 5-year and 10-year return frequencies. Detention basin(s) and outlet(s) sizing will ensure that none of these storm events has a higher peak discharge in the post-development condition than in the pre-development condition. For the 2-year and 5-year events the loss rate will be determined using an AMC I condition. For the 10-year event AMC II will be used. Constant loss rates shall be used for the 1-hour, 3-hour and 6-hour events. A variable loss rate shall be used for the 24-hour events.

Low Loss rates will be determined using the following:
1. Undeveloped Condition --> LOW LOSS = 90%
2. Developed Condition --> LOW LOSS = .9 -(.8x%IMPERVIOUS)
3. Basin Site --> LOW LOSS = 10%

Where possible and feasible the on-site flows should be mitigated before combining with off-site flows to minimize the size of the detention facility required. If it is necessary to combine off-site and on-site flows into a detention facility two separate conditions should be evaluated for each duration/return period/before-after development combination studied; the first for the total tributary area (off-site plus on-site), and the second for the area to be developed alone (on-site). It must be clearly demonstrated that there is no increase in peak flow rates under either condition (total tributary area or on-site alone), for each of the return period/duration combinations required to be evaluated. A single plot showing the pre-developed, post-developed and routed hydrographs for each storm considered, shall be included with the submittal of the hydrology study.

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10. GENERAL CONDITIONS

10.FLOOD RI. 31 USE INCREASED RUNOFF CRITERIA (cont.) (cont.)RECOMMND

No outlet pipe(s) will be less than 18" in diameter. Where necessary an orifice plate may be used to restrict outflow rates. Appropriate trash racks shall be provided for all outlets less than 48" in diameter.

The basin(s) and outlet structure(s) must be capable of passing the 100-year storm without damage to the facility. Embankment shall be avoided in all cases unless site constraints or topography make embankment unavoidable in the judgment of the General Manager-Chief Engineer.

Mitigation basins should be designed for joint use and be incorporated into open space or park areas. Sideslopes should be no steeper than 4:1 and depths should be minimized where public access is uncontrolled.

A viable maintenance mechanism, acceptable to both the County and the District, should be provided for detention facilities. Generally, this would mean a CSA, landscape district, parks agency or commercial property owners association.

10.FLOOD RI. 32 USE WQMP ESTABL MAINT ENTITY RECOMMND

This project proposes BMP facilities that will require maintenance by public agency or commercial property owner association. To ensure that the public is not unduly burdened with future costs, prior to final approval or recordation of this case, the District will require an acceptable financial mechanism be implemented to provide for maintenance of treatment control BMPs in perpetuity. This may consist of a mechanism to assess individual benefiting property owners, or other means approved by the District. The site's treatment control BMPs must be shown on the project's improvement plans - either the street plans, grading plans, or landscaping plans. The type of improvement plans that will show the BMPs will depend on the selected maintenance entity.

10.FLOOD RI. 33 USE- CONSTRUCT MDP LATERALS RECOMMND

This project shall construct Perris Valley MDP Laterals H-10 and H-11 form Harvill Avenue to a point just upsteam of the railroad culvert.

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10. GENERAL CONDITIONS

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - IF HUMAN REMAINS FOUND RECOMMND

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a resonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning thetreatment of the remains as provided in Public Resources Code Section 5097.98.

10.PLANNING. 2 MAP - INADVERTENT ARCHAEO FIND RECOMMND

If during ground disturbance activities, unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environemntal assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

1. All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the Native American tribal respresentative and the Planning Director to discuss the significance of the find.

2. At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American tribal representative and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

10. GENERAL CONDITIONS

10.PLANNING. 2 MAP - INADVERTENT ARCHAEO FIND (cont.) RECOMMND

3. Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

10.PLANNING. 3 USE - COMPLY WITH ORD./CODES RECOMMND

The development of these premises shall comply with the standards of Ordinance No. 348 and all other applicable Riverside County ordinances and State and Federal codes.

The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT A, unless otherwise amended by these conditions of approval.

10.PLANNING. 4 USE - FEES FOR REVIEW RECOMMND

Any subsequent submittals required by these conditions of approval, including but not limited to grading plan, building plan or mitigation monitoring review, shall be reviewed on an hourly basis (research fee), or other such review fee as may be in effect at the time of submittal, as required by Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 5 USE - LIGHTING HOODED/DIRECTED RECOMMND

Any outside lighting shall be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way.

10.PLANNING. 6 USE- COLORS & MATERIALS RECOMMND

Building colors and materials shall be in substantial conformance with those shown on APPROVED EXHIBIT M.

10.PLANNING. 7 USE - LAND DIVISION REQUIRED RECOMMND

Prior to the sale of any individual structure as shown on APPROVED EXHIBIT A, a land division shall be recorded in accordance with iverside County Ordinance No. 460, and any other pertinent ordinance.

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10. GENERAL CONDITIONS

10.PLANNING. 8 USE- HOURS OF OPERATION RECOMMND

Use of the facilities approved under this plot plan shall be limited to the hours of 6 a.m. to 7 p.m., Monday through Saturday in order to reduce conflict with adjacent zones and/or land uses.

10.PLANNING. 9 USE- BASIS FOR PARKING RECOMMND

Parking for this project was determined primarily on the basis of County Ordinance No. 348, Section 18.12. a.(2).b), Industrial Uses: Warehouses, more specifically the project is proposing 329,002 square feet which requires 165 parking spaces. The project is providing a total of 447 parking spaces.

10.PLANNING. 10 USE - PERMIT SIGNS SEPARATELY RECOMMND

No signs are approved pursuant to this project approval. Prior to the installation of any on-site advertising or directional signs, a signing plan shall be submitted to and approved by the Planning Department pursuant to the requirements of Section 18.30 (Planning Department review only) of Ordinance No. 348.

10.PLANNING. 11 USE- LIMIT ON SIGNAGE RECOMMND

There is no signage being proposed for this project. Any signage shall be approved by the Planning Department pursuant to the requirements of Section 18.30 (Planning Department review only) of Ordinance No. 348.

10.PLANNING. 12 USE - NO OUTDOOR ADVERTISING RECOMMND

No outdoor advertising display, sign or billboard (not including on-site advertising or directional signs) shall be constructed or maintained within the property subject to this approval.

10.PLANNING. 15 USE - LANDSCAPE SPECIES RECOMMND

Drought tolerant and native plant species shall be preferred over non-drought tolerant and non-native species. However, the quantity and extent of those species shall depend on the project's climatic zones. Alternative types of low volume irrigation are encouraged to be used in order to conserve water.

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10. GENERAL CONDITIONS

10.PLANNING. 16 USE- LANDSCAPE SCREENING RECOMMND

Landscape screening located from Harvill Avenue to West Frontage Road along the northern portion of the parcel shall be designed to be opaque up to a minimum height of six (6) feet at maturity except that planting within ten (10) feet of an entry or exit driveway shall not be permitted to grow higher than thirty (30) inches and no trees shall be planted within 10 feet of driveways, alleys, or street intersections.

10.PLANNING. 19 USE - RECLAIMED WATER RECOMMND

The permit holder shall connect to a reclaimed water supply for landscape watering purposes when secondary or reclaimed water is made available to the site.

10.PLANNING. 20 USE - NO SECOND FLOOR RECOMMND

No tenant improvement permit, or any other building permit, shall be granted for any second story, second floor, mezzanine, or interior balcony unless a plot plan, conditional use permit, public use permit, substantial conformance or a revised permit is approved by the Planning Department pursuant to Section 18.12 of Ordinance No. 348 in order to assure adequate parking remains within the property. Only a one story building was approved as part of this permit and reviewed for parking standards.

10.PLANNING. 21 USE- NO RESIDENT OCCUPANCY RECOMMND

No permanent occupancy shall be permitted within the property approved under this plot plan as shown on the APPROVED EXHIBIT A. No person, shall use the premises as a permanent mailing address nor be entitled to vote using an address within the premises as a place of residence.

10.PLANNING. 23 USE - NO OFF-ROAD USES ALLOWED RECOMMND

Trail bikes, dune buggies, off-road vehicles and other similar powered apparatus shall not be operated for purposes such as, but not limited to, hill climbing, trail riding, scrambling, racing and riding exhibitions.

10.PLANNING. 24 USE - EXTERIOR NOISE LEVELS RECOMMND

Exterior noise levels produced by any use allowed under this permit, including, but not limited to, any outdoor

10. GENERAL CONDITIONS

10.PLANNING. 24 USE - EXTERIOR NOISE LEVELS (cont.) RECOMMND

public address system, shall not exceed 45 db(A), 10-minute LEQ, between the hours of 10:00 p.m. to 6:00 a.m., and 65 db(A), 10-minute LEQ, at all other times as measured at any residential, hospital, school, library, nursing home or other similar noise sensitive land use. In the event noise exceeds this standard, the permittee or the permittee's successor-in-interest shall take the necessary steps to remedy the situation, which may include discontinued operation of the facilities.

10.PLANNING. 25 USE - NOISE MONITORING REPORTS RECOMMND

The permit holder may be required to submit periodic noise monitoring reports as determined by the Department of Building and Safety as part of a code enforcement action. Upon written notice from the Department of Building and Safety requiring such a report, the permittee or the permittee's successor-in-interest shall prepare and submit an approved report within thirty (30) calendar days to the Department of Building and Safety, unless more time is allowed through written agreement by the Department of Building and Safety. The noise monitoring report shall be approved by the Office of Industrial Hygiene of the Health Service Agency (the permittee or the permittee's successor-in-interest shall be required to place on deposit sufficient funds to cover the costs of this approval prior to commencing the required report).

10.PLANNING. 27 USE - VIABLE LANDSCAPING RECOMMND

All plant materials within landscaped areas shall be maintained in a viable growth condition throughout the life of this permit.

10.PLANNING. 28 USE- NO EA FOR GRADING RECOMMND

No environmental assessment for grading within the project boundaries shall be required provided such grading substantially conforms to the grading plan submitted as APPROVED EXHIBIT A, and does not significantly exceed 27,600 cubic yards of cut and 58,700 cubic yards of fill.

10.PLANNING. 29 USE - PREVENT DUST & BLOWSAND RECOMMND

Graded but undeveloped land shall be maintained in a condition so as to prevent a dust and/or blowsand nuisance

10. GENERAL CONDITIONS

10.PLANNING. 29 USE - PREVENT DUST & BLOWSAND (cont.) RECOMMND

and shall be either planted with interim landscaping or provided with other wind and water erosion control measures as approved by the Building and Safety Department and the State air quality management authorities.

10.PLANNING. 31 USE - CAUSES FOR REVOCATION RECOMMND

In the event the use hereby permitted under this permit, a) is found to be in violation of the terms and conditions of this permit, b) is found to have been obtained by fraud or perjured testimony, or c) is found to be detrimental to the public health, safety or general welfare, or is a public nuisance, this permit shall be subject to the revocation procedures.

10.PLANNING. 32 USE - CEASED OPERATIONS RECOMMND

In the event the use hereby permitted ceases operation for a period of ne (1) year or more, this approval shall become null and void.

10.PLANNING. 33 USE - 90 DAYS TO PROTEST RECOMMND

The project applicant has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, The imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of this approval or conditional approval of the project.

10.PLANNING. 38 USE - ORD 810 O S FEE (1) RECOMMND

In accordance with Riverside County Ordinance No. 810, to assist in providing revenue to acquire and preserve open space and habitat, an Interim Open Space Mitigation Fee shall be paid for each development project or portion of an expanded development project to be constructed in Western Riverside County. The amount of the fee for commercial or industrial development shall be calculated on the basis of "Project Area," which shall mean the net area, measured in acres, from the adjacent road right-of-way to the limits of the project development. Any area identified as "NO USE PROPOSED" on the APPROVED EXHIBIT A shall not be included in the Project Area.

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10. GENERAL CONDITIONS

10.PLANNING. 42 USE - BUSINESS LICENSING RECOMMND

Every person conducting a business within the unincorporated area of Riverside County, as defined in Riverside County Ordinance No. 857, shall obtain a business license. For more information regarding business registration, contact the Business Registration and License Program Office of the Code Enforcement Department at www.rctlma.org.buslic.

10.PLANNING. 43 USE - VIABLE LANDSCAPING RECOMMND

All plant materials within landscaped common areas shall be maintained in a viable growth condition throughout the life of this permit. To ensure that this occurs, the Planning Department shall require inspections in accordance with the Department's Milestone 90 condition entitled "MAP - LNDSCP/IRRIG INSTALL INS."

10.PLANNING. 44 USE- ARB SIGNS FOR IDLING RECOMMND

Signs stating that "The driver of a diesel-fueled motor vehicle with a gross vehicle weight rating (GVWR) greater than 10,000 pounds is prohibited from idling the vehicle's primary engine for more than five (5) minutes at any location and may not operate a diesel fueled auxiliary power system (APS) for more than 5 minutes at any location within 100 feet of a restricted area (residences). Electrical connections have been provided for your use. The minimum penalty for an idling violation is $300.00. To report a violation please contact 1800-END-SMOG"

Signs shall be placed at the entrance to the loading docsk and at every other loading dock and not be less than twenty four inches square.

TRANS DEPARTMENT

10.TRANS. 1 USE - TS/CONDITIONS RECOMMND

The Transportation Department has reviewed the traffic study submitted for the referenced project. The study has been prepared in accordance with County-approved guidelines. We generally concur with the findings relative to traffic impacts.

The Comprehensive General Plan circulation policies require a minimum of Level of Service 'C', except that Level of

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10. GENERAL CONDITIONS

10.TRANS. 1 USE - TS/CONDITIONS (cont.) RECOMMND

Service 'D' may be allowed with Board of Supervisors' approval in community defelopment areas at intersections of any combination of secondary highways, major highways, arterials, urban arterials, expressways or state highways and ramp intersections.

The study indicates that it is possible to achieve a Level of Service 'C' for the following intersections based on the traffic study assumptions.

Harvill Avenue (NS) at:
Cajalco Expressway (EW)
Rider Street (EW)
Project Driveway-North (EW)
Project Driveway-South (EW)
Placentia Avenue (EW)

I-215 Northbound Ramps (NS) at Ramona Expressway (EW)
I-215 Southbound Ramps (NS) at Cajalco Expressway (EW)
I-215 Northbound Ramps (NS) at Nuevo Road
I-215 Southbound Ramps (NS) at Nuevo Road

As such, the proposed project is consistent with this General Plan policy.

The associated conditions of approval incorporate mitigation measures identified in the traffic study, which are necessary to achieve or maintain the required level of service.

10.TRANS. 2 USE - MID-COUNTY PARKWAY RECOMMND

The Transportation Department has evaluated the relationship of PP20711 to the on-going study for the alignment of the Mid-County Parkway project. At this time, the alignment of the Mid-County Parkway has been determined and it is the one that would place the interchange of Interstate 215 and Mid County Parkway in the vicinity of Interstate 215 and Placentia Street. The implementation of this alignment will require right-of-way in the southern portion of PP20711.

10.TRANS. 4 USE - NO ADD'L ON-SITE R-O-W RECOMMND

No additional on-site right-of-way shall be required on Harvill Avenue since adequate right-of-way exists.

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10. GENERAL CONDITIONS

10.TRANS. 7 USE - STD INTRO 3(ORD 460/461) RECOMMND

With respect to the conditions of approval for the referenced tentative exhibit, the landowner shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement tandards (Ordinance 461). It is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 1 USE - EXPIRATION DATE-PP RECOMMND

This approval shall be used within two (2) years of approval date; otherwise, it shall become null and void and of no effect whatsoever. By use is meant the beginning of substantial construction contemplated by this approval within a two (2) year period which is thereafter diligently pursued to completion or o the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two year period, the permittee may request a one (1) year extension of time request in which to use this plot plan. A maximum of three one-year extension of time requests shall be permitted. Should the time period established by any of the extension of time requests lapse, or should all three one-year extensions be obtained and no substantial construction or use of this plot plan be initiated within five (5) years of the effective date of the issuance of this plot plan, this plot plan shall become null and void.

20.PLANNING. 3 USE- REVIEW OPERATION HOURS RECOMMND

One year after issuance of occupancy permit the Planning Director and the Director of Building and Safety shall review this permit to consider the hours of operation. If

20. PRIOR TO A CERTAIN DATE

20.PLANNING. 3 USE- REVIEW OPERATION HOURS (cont.) RECOMMND

significant complaints have been received regarding noise and nuisance, the hours of operation of the warehouse may be further restricted.

20.PLANNING. 6 USE- MITIGATION MONITORING RECOMMND

WITHIN TWO (2) YEARS OF THE DATE OF APPROVAL OF THIS PERMIT, the permittee shall prepare and submit a written report to the Riverside County Planning Director demonstrating compliance with all conditions of approval and mitigation measures of this permit and EIR497.

50. PRIOR TO MAP RECORDATION

PARKS DEPARTMENT

50.PARKS. 1 MAP - TRAIL EASEMENT RECOMMND

Prior to or in conjunction with the recordation of the final map, the applicant shall offer for dedication to the County of Riverside an easement for trails purposes. This easement shall be as shown on the approved trails plan.

The Mead Valley Area Plan identifies a Regional Trail along Placentia Street. A portion of the proposed project is located along Placentia Street. The trails plan shall be in accordance with the Area Plan.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 USE-G2.1 GRADING BONDS RECOMMND

Grading in excess of 199 cubic yards will require performance security to be posted with the Building and Safety Department. Single Family Dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

60.BS GRADE. 3 USE-G2.4GEOTECH/SOILS RPTS RECOMMND

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

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60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 3 USE-G2.4GEOTECH/SOILS RPTS (cont.) RECOMMND

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.*

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

60.BS GRADE. 4 USE-G2.7DRNAGE DESIGN Q100 RECOMMND

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (water Quality Management Plan) required by Riverside County Flood Control & Water Conservation District.

60.BS GRADE. 6 USE-G2.14OFFSITE GDG ONUS RECOMMND

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

60.BS GRADE. 9 USE-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 9 USE-G1.4 NPDES/SWPPP (cont.) RECOMMND

and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

60.BS GRADE. 10 USE IMPORT/EXPORT RECOMMND

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety department. If an Environmental Assessment, prior to issuing a grading permit, did not previously approve either location, a Grading Environmental Assessment shall be submitted to the Planning Director and the Environmental Programs Director for review and comment and to the Building and Safety Department Director for approval. Additionally, if the movement of import/export occurs using county roads, review and approval of the haul routes by the Transportation Department will be required.

EPD DEPARTMENT

60.EPD. 1 EPD - 30 DAY BURROWING OWL SUR RECOMMND

Pursuant to Objective 6 and Objective 7 of the Species Account for the Burrowing Owl included in the Western Riverside County Multiple Species Habitat Conservation Plan, within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted by a qualified biologist and the results of this presence/absence survey shall be provided in writing to the Environmental Programs Department. If it is determined that the project site is occupied by the Burrowing Owl, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the Burrowing Owl is present, relocation outside of the nesting season (March 1 through August 31) by a qualified biologist shall be

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60. PRIOR TO GRADING PRMT ISSUANCE

60.EPD. 1 EPD - 30 DAY BURROWING OWL SUR (cont.) RECOMMND

required. The County Biologist shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites. Occupation of this species on the project site may result in the need to revise grading plans so that take of "active" nests is avoided or alternatively, a grading permit may be issued once the species has been actively relocated.

If the grading permit is not obtained within 30 days of the survey a new survey shall be required.

FLOOD RI DEPARTMENT

60.FLOOD RI. 2 USE SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

60.FLOOD RI. 3 USE EROS CNTRL AFTER RGH GRAD RECOMMND

Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review.

60.FLOOD RI. 4 USE OFFSITE EASE OR REDESIGN RECOMMND

Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement.

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60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 5 USE WRITTEN PERM FOR GRADING RECOMMND

Written permission shall be obtained from the affected property owner(s) allowing the proposed grading and/or facilities to be installed outside of the project boundaries. A copy of the written authorization shall be submitted to the District for review and approval.

60.FLOOD RI. 7 USE 3 ITEMS TO ACCEPT FACILITY RECOMMND

Inspection and maintenance of the flood control facility/ies to be constructed with this development must be performed by either the County Transportation Department or the Flood Control District. The engineer (owner) must request in writing that one of these agencies accept the proposed system. The request shall note the project number, location, briefly describe the system (sizes and lengths) and include an exhibit that shows the proposed alignment. The request to the District shall be addressed to the General Manager-Chief Engineer, Attn: Chief of the Planning Division.

If the District is willing to maintain the proposed facility three items must be accomplished prior to the issuance of a grading permit or starting construction of the drainage facility, whichever comes first: 1) the developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District; 2) an agreement with the District and any maintenance partners must be executed which establishes the terms and conditions of inspection, operation and maintenance; and 3) plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement. An application to draw up an agreement must be submitted to the attention of the District's Administrative Services Section. All right of way transfer issues must be coordinated with the District's Right of Way Section.

The engineer/developer will need to submit proof of flood control facility bonds and a certificate of insurance to the District's Inspection section before a pre-construction meeting can be scheduled.

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60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 9 USE SUBMIT FINAL WQMP RECOMMND

A copy of the project specific WQMP shall be submitted to the District for review and approval.

60.FLOOD RI. 13 USE- MITCHARGE RECOMMND

The County Board of Supervisors has adopted the Perris Valley Area Drainage Plan (ADP) for the purpose of collecting drainage fees. This project may require earlier construction of downstream ADP facilities. To mitigate this effect, the District recommends that this project be required to pay a flood mitigation fee. The mitigation fee should be based upon the fee structures set for land divisions having comparable anticipated impermeable surface areas.

Plot Plan 20711 is located within the limits of the Perris Valley Area Drainage Plan for which drainage fees have been adopted to help mitigate the impacts of this development. The mitigation charge for this proposal shall equal the prevailing Area Drainage Plan fee rate multiplied by the area of the new development. This new development has a total of 17.2 acres subject to the fee. The charge is payable to the Flood Control District by cashier's check or money order only, and shall be paid after final approval of the staff report/conditions of approval by the Board of Supervisors and prior to issuance of permits.

PARKS DEPARTMENT

60.PARKS. 1 MAP - TRAIL PLAN RECOMMND

Prior to the issuance of any grading permits, the applicant shall submit a trails plan to the Riverside County Regional Park and Open-Space District for review and approval. This trails plan shall show the trail with all topography, grading, fencing, cross sections, street crossings and under crossings and landscaping.

60.PARKS. 2 MAP - TRAIL PLAN RECOMMND

Prior to the issuance of any grading permits, the applicant shall submit a trails plan to the Riverside County Regional Park and Open-Space District for review and approval. This trails plan shall show the trail along Placentia Street, which consists of a portion of the project's southerly boundary, as a Regional Trail with a 20' dedicated

60. PRIOR TO GRADING PRMT ISSUANCE

60.PARKS. 2 MAP - TRAIL PLAN (cont.) RECOMMND

easement. The trails plan shall show the trail with all grading, topography, fencing, cross-sections, street crossings and under crossings, signage (if appropriate) and landscaping.

PLANNING DEPARTMENT

60.PLANNING. 1 USE - SUBSIDENCE STUDY RECOMMND

PRIOR TO ISSUANCE OF A GRADING PERMIT, THE FOLLOWING SPECIAL GEOLOGIC STUDIES SHALL BE SUBMITTED TO THE DEPARTMENT OF BUILDING AND SAFETY:

A geologic/geotechnical investigation report to address the potential impact of subsidence on this project. This report may be included as part of the Geologic/Geotechnical report required for the grading permit (B&S condition) as described elsewhere in this conditions set.

60.PLANNING. 2 USE - GRADING PLANS RECOMMND

If grading is proposed, the project must comply with the following:

a. The developer shall submit one print of a comprehensive grading plan to the Department of Building and Safety which complies with the Uniform Building Code, Chapter 70, as amended by Ordinance No. 457 and as may be additionally provided for in these conditions.

b. A grading permit shall be obtained from the Department of Building and Safety prior to commencement of any grading outside of a County maintained road right-of-way.

c. Graded but undeveloped land shall be planted with interim landscaping or provided with other erosion control measures as approved by the Director of Building and Safety.

d. Graded areas shall be revegetated or landscaped with native species which are fire resistant, drought tolerant, low water using and erosion controlling.

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 8 USE- MITIGATION MONITORING RECOMMND

The permittee shall prepare and submit a written report to the Riverside County Planning Director demonstrating compliance with those conditions of approval and mitigation measures of this permit and EIR. No. 497 which must be satisfied prior to the issuance of a grading permit.

The Planning Director may require inspection or other monitoring to ensure such compliance.

60.PLANNING. 9 USE- COC REQUIRED (1) RECOMMND

Prior to issuance of a grading permit, an application for a Certificate of Land Division Compliance shall be filed with and approved by the Planning Department. Proof of recordation shall be presented to the Building and Safety Department.

60.PLANNING. 10 USE - BLOWSAND & DUST CONTROL RECOMMND

The permittee shall institute blowsand and dust control measures during grading and shall note or show the measures to be used on their grading plans. These measures shall include, but not be limited to: a) The use of irrigation during any construction activities; b) planting of cover crop or vegetation upon previously graded but undeveloped portions of the site; and c) provision of windbreaks or windrows, fencing, and/or landscaping to reduce the effects upon adjacent properties and property owners. The permittee shall comply with the directives of the Director of the Building and Safety Department with regards to the applicable sections of Ordinance No. 484 (Blowsand Control) and Ordinance No. 742 (Control of Fugitive Dust/PM10 in Urban Areas).

60.PLANNING. 12 USE- SKR FEE CONDITION RECOMMND

Prior to the issuance of a grading permit, the applicant shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is

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60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 12 USE- SKR FEE CONDITION (cont.) RECOMMND

anticipated to be 19.8 acres (gross) in accordance with APPROVED EXHIBIT NO. A. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

60.PLANNING. 19 USE- REQD APPLICATIONS (1) RECOMMND

No grading permits shall be issued until Change of Zone No. 7186 has been approved and adopted by the Board of Supervisors and has been made effective. This permit shall conform with the developement standards of the zone ultimately applied to the property.

TRANS DEPARTMENT

60.TRANS. 1 USE - TRANSPORTATION CLEARANCE RECOMMND

A clearance from the Transportation Department is required prior to the issuance of a grading permit.

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1 USE* -G3.1NO B/PMT W/O G/PMT RECOMMND

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Division of the Building and Safety Department.

E HEALTH DEPARTMENT

80.E HEALTH. 1 USE - WATER WILL SERVE RECOMMND

A "Will-Serve" letter is required from the appropriate water agency.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.E HEALTH. 2 USE - FOOD PLANS REQD RECOMMND

A total of three complete set of plans for each food establishment are needed including a fixture schedule, a finish schedule, and a plumbing schedule in order to ensure compliance with the California Uniform Retail Food Facilities Law.

80.E HEALTH. 3 USE - LEA CLEARANCE RECOMMND

Clearance from the Environmental Resources Management Division LEA

80.E HEALTH. 4 USE - PERC TEST REQD RECOMMND

satisfactory detailed soils percolation test in accordance with the procedures outlined in the Riverside County Waste Disposal Booklet entitled "Waste Disposal for Individual Homes, Commercial and Industrial".

FIRE DEPARTMENT

80.FIRE. 1 USE-#17A-BLDG PLAN CHECK $ RECOMMND

Building Plan check deposit base fee of $1,056.00, shall be paid in a check or money order to the Riverside County Fire Department after plans have been approved by our office.

80.FIRE. 2 USE-#4-WATER PLANS RECOMMND

The applicant or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 10 feet per second. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements.
Plans shall be signed and approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

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80. PRIOR TO BLDG PRMT ISSUANCE

FLOOD RI DEPARTMENT

80.FLOOD RI. 2 USE SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of building permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

80.FLOOD RI. 3 USE 3 ITEMS TO ACCEPT FACILITY RECOMMND

Inspection and maintenance of the flood control facility/ies to be constructed with this development must be performed by either the County Transportation Department or the Flood Control District. The engineer (owner) must request in writing that one of these agencies accept the proposed system. The request shall note the project number, location, briefly describe the system (sizes and lengths) and include an exhibit that shows the proposed alignment. The request to the District shall be addressed to the General Manager-Chief Engineer, Attn: Chief of the Planning Division.

If the District is willing to maintain the proposed facility three items must be accomplished prior to the issuance of a building permit or starting construction of the drainage facility, whichever comes first: 1) the developer shall submit to the District the preliminary title reports, plats and legal descriptions for all right of way to be conveyed to the District and secure that right of way to the satisfaction of the District; 2) an agreement with the District and any maintenance partners must be executed which establishes the terms and conditions of inspection, operation and maintenance; and 3) plans for the facility must be signed by the District's General Manager-Chief Engineer. The plans cannot be signed prior to execution of the agreement. An application to draw up an agreement must be submitted to the attention of the District's Administrative Services Section. All right of way transfer issues must be coordinated with the District's Right of Way Section.

The engineer/developer will need to submit proof of flood

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80. PRIOR TO BLDG PRMT ISSUANCE

80.FLOOD RI. 3 USE 3 ITEMS TO ACCEPT FACILITY (cont.) RECOMMND

control facility bonds and a certificate of insurance to the District's Inspection section before a pre-construction meeting can be scheduled.

80.FLOOD RI. 5 USE SUBMIT FINAL WQMP RECOMMND

A copy of the project specific WQMP shall be submitted to the District for review and approval.

80.FLOOD RI. 8 USE- MITCHARGE RECOMMND

The County Board of Supervisors has adopted the Perris Valley Area Drainage Plan (ADP) for the purpose of collecting drainage fees. This project may require earlier construction of downstream ADP facilities. to mitigate this effect, the District recommends that this project be required to pay a flood mitigation fee. The mitigation fee should be based upon the fee structures set for land divisions having comparable anticipated impermeable surface areas.

Plot Plan 20711 is located within the limits of the Perris Valley Area Drainage Plan for which drainage fees have been adopted to help mitigate the impacts of this development. The mitigation charge for this proposal shall equal the prevailing Area Drainage Plan fee rate multiplied by the area of the new development. This new development has a total of 17.2 acres subject to the fee. The charge is payable to the Flood Control District by cashier's check or money order only, and shall be paid after final approval of the staff report/conditions of approval by the Board of Supervisors and prior to issuance of permits.

PLANNING DEPARTMENT

80.PLANNING. 1 USE*- ACOUSTICAL STUDY RECOMMND

The permittee shall have four (4) copies of a certified acoustical study performed by a professional acoustician prepared which outlines methods by which interior sound levels within the principal buildings of the proposed use will be maintained at no more than 45 db(A) and that airborne sound insulation methods will comply with Chapter 35 of the Uniform Building Code. The study shall be submitted to the Health Services Agency, Office of industrial Hygiene for review and comment (the permittee

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 1 USE*- ACOUSTICAL STUDY (cont.) RECOMMND

may be assessed review fees not to exceed the Agency's hourly rate) and shall forward the study along with any comments of the Health Service Agency and corrections to the Planning Department for approval.

80.PLANNING. 4 USE - BLOWSAND & DUST CONTROL RECOMMND

The permit holder shall institute blowsand and dust control measures during grading and shall note or show the measures to be used on their grading plans. These measures shall include, but not be limited to: a) The use of irrigation during any construction activities; b) planting of cover crop or vegetation upon previously graded but undeveloped portions of the site; and c) provision of windbreaks or windrows, fencing, and/or landscaping to reduce the effects upon adjacent properties and property owners. The permittee shall comply with the directives of the Director of the Building and Safety Department with regards to the applicable sections of Ordinance No. 484 (Blowsand Control) and Ordinance No. 742 (Control of Fugitive Dust/PM10 in Urban Areas).

80.PLANNING. 5 USE - LIGHTING PLANS RECOMMND

All street lights and other outdoor lighting shall be shown on electrical plans submitted to the Department of Building and Safety for plan check approvaland shall comply with the requirements of Riverside County Ordinance No. 655 and the Riverside County Comprehensive General Plan.

80.PLANNING. 6 USE- CONFORM TO ELEVATIONS RECOMMND

Elevations of all buildings and structures submitted for building plan check approval shall be in substantial conformance with the elevations shown on APPROVED EXHIBIT B.

80.PLANNING. 7 USE- CONFORM TO FLOOR PLANS RECOMMND

Floor plans shall be in substantial conformance with that shown on APPROVED EXHIBIT C.

80.PLANNING. 8 USE - ROOF EQUIPMENT SHIELDING RECOMMND

Roof mounted equipment shall be shielded from ground view. Screening material shall be subject to Planning Department

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 8 USE - ROOF EQUIPMENT SHIELDING (cont.) RECOMMND

approval.

80.PLANNING. 9 USE- BUS STOPS RECOMMND

A bus stop shall be shown on the street improvement plans. The bus stop shall be coordinated with R.T.A. (Riverside Transit Agency) and shall be subject to Transportation Director and Planning Director approval.

80.PLANNING. 12 USE - RAIN SHUT-OFF IRRIGATION RECOMMND

The irrigation plan shall be in compliance with Section 18.12 of Ordinance No. 348, and include a rain shut-off device which is capable of shutting down the entire system. In addition, the plan will incorporate the use of in-line check valves, or sprinkler heads containing check valves to prohibit low head drainage.

80.PLANNING. 13 USE - LANDSCAPING SECURITIES RECOMMND

Performance securities, in amounts to be determined by the Director of Building and Safety to guarantee the installation of plantings, walls and/or fences, in accordance with the approved plan, shall be filed with the Department of Building and Safety. The performance security shall be released one year after structural final and the inspection report provides the plantings have been adequately installed and maintained. A cash security shall be required when the estimated cost is $2,500.00 or less.

80.PLANNING. 14 USE- COC REQUIRED (2) RECOMMND

Prior to issuance of building permits, an application for a Certificate of Land Division Compliance shall be filed with and approved by the Planning Department. Proof of recordation shall be presented to the Department of Building and Safety.

If Planning Department Condition No. 60.PLANNING.9 is satisfied, this condition shall be considered MET.

80.PLANNING. 15 USE - FENCING PLAN REQUIRED RECOMMND

A fencing plan shall be submitted showing ll all and fence locations and typical views of all types of fences or walls proposed. This plan shall require anti-graffiti coatings on

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80.PLANNING. 15 USE - FENCING PLAN REQUIRED (cont.) RECOMMND

fences and walls, where applicable.

80.PLANNING. 17 USE - REC & PARK DIST MITIG. RECOMMND

At this time the proposed project is located in an area of the County which does not have an established Community Service Area. If a community service area forms, which includes the project area, the proposed project will be required to join and pay applicable park and recreation mitigation fees and/or dedication of land as identified in the District's Master Plan.

80.PLANNING. 18 USE- MITIGATION MONITORING RECOMMND

The permittee shall prepare and submit a written report to the Riverside County Planning Director demonstrating compliance with those conditions of approval and mitigation measures of this permit and E.I.R No. 497 which must be satisfied prior to the issuance of a building permit.

The Planning Director may require inspection or other monitoring to ensure such compliance.

80.PLANNING. 19 USE - PLANS SHOWING BIKE RACKS RECOMMND

Bike rack spaces or bike lockers shall be shown on the project's parking and landscaping plan submitted to the Planning Department for approval. The project is required to have a total of seven (7) bike spaces.

80.PLANNING. 20 USE- HEIGHT LIMITATIONS RECOMMND

All buildings and structures within this permit shall not exceed 50 feet in overall height, except as provided by Section No. 18.20 of Ordinance No. 348. The permittee shall demonstrate to the satisfaction of the Planning Director and the Director of the Department of Building and Safety that construction plans comply with all height regulations; verification of compliance with the height regulations of this permit may include submission of a written certification by a state licensed professional that plans submitted to the Department of Building and Safety are in compliance and/or inspection of such plans by county staff.

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80.PLANNING. 22 USE- REQD APPLICATIONS (2) RECOMMND

No building permits shall be issued until Change of Zone No. 7186 has been approved and adopted by the Board of Supervisors and has been made effective. This permit shall conform with the development standards of the zone ultimately applied to the property.

80.PLANNING. 26 USE - PARKING/LANDSCAPING PLAN RECOMMND

Prior to issuance of grading or building permits, seven (7) copies of a Shading, Parking, Parking Lot Lighing and Landscaping and Irrigation Plan shall be submitted to and approved by the Planning Department. The location, number, genus, species, and container size of plants shall be shown. Plans shall meet all requirements of Ordinance No. 348, Sections 18.12, and 19.300 through 19.304 and as specified herein.

80.PLANNING. 27 USE- WASTE MGMT. CLEARANCE RECOMMND

A clearance letter from Riverside County Waste Management District shall be provided to the Riverside County Planning Department verifying compliance with the conditions contained in their letter dated November 16, 2007, summarized as follows:

The developer shall provide adequate areas for collecting and loading recyclable materials such as paper products, glass and green waste in commercial, industrial, public facilities and residential development projects.

The project proponent shall make every effort and take every means to recycle, reuse, and/or reduce the amount of construction and demolition materials generated by the development of the project that would otherwise be taken to a landfill. This can be done by either taking these materials directly to a recycling facility or by making arrangements through the franchise hauler or a construction clean up business.

Evidence to show that every effort has been made and every means has been taken to ensure compliance shall be presented by the project proponent to the Planning/Recycling Division of the Riverside County Waste Management Department in order to clear the project for occupancy permits.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 27 USE- WASTE MGMT. CLEARANCE (cont.) RECOMMND

Since hazardous materials are not accepted at Riverside County landfills, the project proponent shall take any hazardous wastes, including paint used during construction to facilities that are permitted to receive them, in accordance with local, state, and federal regulations.

The project proponent shall use mulch and/or compost in the development and maintanence of landscaped areas within the project boundaries. Recycle green waste through either onsite composting of grass or sending seperated green waste to a composting facility.

Use xeriscaping and drought tolerant/ low maintenance vegetation in all landscaped areas of the project.

80.PLANNING. 31 USE- SCHOOL MITIGATION RECOMMND

Impacts to the Val Verde Unified School District shall be mitigated in accordance with California State law.

80.PLANNING. 38 USE- CC&R C/I MO COMMON EASE RECOMMND

The applicant shall notify the Planning Department that the following documents shall be submitted to the Office of the County Counsel and submit said documents to Planning Department for review along with the current fee, which documents shall be subject to County Counsel review:

1. A cover letter identifying the project for which approval is sought;

2. A signed and notarized declaration of covenants, conditions and restrictions;

3. A sample document conveying title to the purchaser of an individual lot or unit which provides that the declaration of covenants, conditions and restrictions is incorporated therein by reference; and,

4. A deposit equaling three (3) hours at the current hourly rate for the Review of Covenants, Conditions and Restrictions as established pursuant to Ordinance No. 671 at the time the above documents are submitted for review by County Counsel.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 38 USE- CC&R C/I MO COMMON EASE (cont.) RECOMMND

The declaration of covenants, conditions and restrictions submitted for review shall a) provide for a minimum term of 60 years, b) provide reciprocal easements for ingress, egress and parking, c) provide for the establishment of a maintenance operator, and d) contain the following provisions verbatim:

"Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The Maintenance Operator established herein shall manage and continuously maintain the 'landscape area', more particularly described on Exhibit 'L' and Exhibit 'A' attached hereto.

The Maintenance Operator shall have the right to assess the owners of each individual parcel for the reasonable cost of maintaining such 'landscape area', and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage or maintenance of the 'common area' or any reciprocal easement established pursuant to the Declaration."

Once approved by the Office of County Counsel, the declaration of covenants, conditions and restrictions shall be recorded by the Planning Department with one copy retained for the case file, and one copy provided to the County Transportation Department - Survey Division.

80.PLANNING. 42 USE - FEE BALANCE RECOMMND

Prior to issuance of building permits, the Planning Department shall determine if the deposit based fees for project are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 43 USE - PARKING/LNDSCPNG PLAN RECOMMND

rior to issuance of building permits, seven (7) copies of a Shading, Parking, Landscaping, and Irrigation Plan shall be submitted to and approved by the Planning Department. The location, number, genus, species, and container size of plants shall be shown. Plans shall meet all requirements of Ordinance No. 859 (as adopted and any amendments thereto), the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 348, Sections 18.12, and 19.300 through 19.304 and as specified herein. The irrigation plan shall include a smart controller capable of adjusting watering schedule based on weather data. In addition, the plan will incorporate the use of in-line check valves, or sprinkler heads containing check valves to prohibit low head drainage.

80.PLANNING. 44 USE - LANDSCAPING SECURITIES RECOMMND

Performance securities, in amounts to be determined by the Director of Building and Safety to guarantee the installation of plantings, irrigation system, walls and/or fences, in accordance with the approved plan, shall be filed with the Department of Building and Safety. Securities may require review by County Counsel and other staff. Permit holder is encouraged to allow adequate time to ensure that securities are in place. The performance security may be released one year after structural final, inspection report, and the One-Year Post Establishment report confirms that the planting and irrigation components have been adequately installed and maintained. A cash security shall be required when the estimated cost is $2,500.00 or less.

TRANS DEPARTMENT

80.TRANS. 2 USE - TS/GEOMETRICS RECOMMND

The intersection of Harvill Avenue (NS) at Project Access-North (EW) shall be improved to provide the following geometrics:

Northbound: One northbound through lane and one shared through/right-turn lane

Southbound: One left-turn lane and two through lanes

Eastbound: N/A

80. PRIOR TO BLDG PRMT ISSUANCE

80.TRANS. 2 USE - TS/GEOMETRICS (cont.) RECOMMND

Westbound: One shared right/left turn lane

The intersection of Harvill Avenue (NS) at Project Access-South (EW) shall be improved to provide the following geometrics:

Northbound: One northbound through lane and one shared through/right-turn lane

Southbound: One left-turn lane and two through lanes

Eastbound: N/A

Westbound: One shared right/left-turn lane

or as approved by the Transportation Department.

Any off-site widening required to provide these geometrics shall be the responsibility of the landowner/developer.

80.TRANS. 6 USE - R-O-W DEDICATION 1 RECOMMND

Sufficient public street right-of-way along Placentia. Street shall be conveyed for public use to provide for a 64 foot half width right-of-way.

80.TRANS. 7 USE-MID-CNTY PKWY/I-215 EASEMT RECOMMND

An additional transportation easement shall be dedicated to the County to accommodate the alignment of the Mid-County Parkway and I-215 interchange. The easement shall be the southeastern portion of the property and the footprint of the proposed building "B" shall be designed and constructed outside of said easement. This easement may be used for additional parking and/or landscaping until it is needed for the transportation improvements as determined by the Transportation Department. No permanent construction or drainage facilities such as retention/detention basins shall be allowed within this easement area for the Mid-County Parkway/I-215. The boundaries of this easement shall be as approved by the Transportation Department.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.TRANS. 8 USE - LANDSCAPING RECOMMND

Landscaping within public road rights-of-way shall comply with Transportation Department standards and require approval by the Transportation Department.

Assurance of continuing maintenance is required by filing an application for annexation into a County Service Area, Landscaping and Lighting Maintenance District NO. 89-1-Consolidated and/or Assessment District or enter into a continuuous landscape maintenance agreement as approved by the Transportation Department.

80.TRANS. 9 USE - STREETLIGHTS - L&LMD RECOMMND

The project proponent shall submit to the Transportation Department L&LMD No. 89-1-C Administrator the following:

1. Completed Transportation Department application

2. (2)Sets of street lighting plans approved by Transportation Department.

3. Appropriate fees for annexation.

4. "Streetlight Authorization" form from SCE, IID or other electric provider.

80.TRANS. 15 USE - MAP CORNER CUT-BACK I RECOMMND

All corner cutbacks shall be applied per Standard 805, Ordinance 461, except for corners at Entry streets intersecting with General Plan roads, they shall be applied per Exhibit ' C' of the Countywide Design Guidelines.

80.TRANS. 23 USE - STREETLIGHT PLAN 1 RECOMMND

A separate street light plan is required for this project.

Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within Imperial Irrigation District (IID) use IID's pole standard.

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80. PRIOR TO BLDG PRMT ISSUANCE

80.TRANS. 24 USE - UTILITY INSTALL RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with Ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

NOTE: 90.TRANS.15 USE-UTILITY INSTALL MOVED TO 80.TRANS.24

80.TRANS. 25 USE - VACATION/RE-DESIGN 1 RECOMMND

The project proponent, by his/her design, is requesting a vacation of the existing dedicated rights-of-way along Walnut Street, east of Harvill Avenue. The project proponent shall apply under separate application with the County Surveyor for a conditional vacation of Walnut Street, and receive a Board of Supervisors decision. Should the Board of Supervisors fail to approve said vacation request, the project proponent shall re-design the project, utilizing the existing rights-of-way.

NOTE: Moved from 90.TRANS.16.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 1 USE*G4.3PAVING INSPECTIONS RECOMMND

The developer/applicant shall be responsible for obtaining the paving inspections required by Ordinance 457.

E HEALTH DEPARTMENT

90.E HEALTH. 1 USE - HAZMAT BUS PLAN RECOMMND

The facility will require a business emergency plan for the storage of hazardous materials greater than 55 gallons, 200 cubic feet or 500 pounds, or any acutely hazardous materials or extremely hazardous substances.

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90. PRIOR TO BLDG FINAL INSPECTION

90.E HEALTH. 2 USE - HAZMAT REVIEW RECOMMND

If further review of the site indicates additional environmental health issues, the Hazardous Materials Management Division reserves the right to regulate the business in accordance with applicable County Ordinances.

90.E HEALTH. 3 USE - HAZMAT CONTACT RECOMMND

Contact a Hazardous Materials Specialist, Hazardous Materials Management Division, at (951) 358-5055 for any additional requirements.

90.E HEALTH. 4 USE - HAZMAT TANKS RECOMMND

Construction plans must be reviewed and approved by the Hazardous Materials Division prior to the installation of the underground storage tank (UST) system. There is a construction fee based on the number of UST's installed. Permits from the Hazardous Materials Division must be obtained for the operation of the UST's prior to occupancy.

FIRE DEPARTMENT

90.FIRE. 1 USE-#45-FIRE LANES RECOMMND

The applicant shall prepare and submit to the Fire Department for approval, a site plan designating required fire lanes with appropriate lane painting and/or signs.

90.FIRE. 2 USE-#12A-SPRINKLER SYSTEM RECOMMND

Install a complete fire sprinkler system per NFPA 13 2002 edition in all buildings requiring a fire flow of 1500 GPM or greater. Sprinkler system(s) with pipe sizes in excess of 4" in diamter will require the project structural engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and a minimum of 25 feet from the building(s). A statement that the building(s) will be automatically fire sprinkled must be included on the title page of the building plans.

Applicant or developer shall be responsible to install a

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90. PRIOR TO BLDG FINAL INSPECTION

90.FIRE. 2 USE-#12A-SPRINKLER SYSTEM (cont.) RECOMMND

U.L. Central Station Monitored Fire Alarm System. Monitoring system shall monitor the fire sprinkler system(s) water flow, P.I.V.'s and all control valves. Plans must be submitted to the Fire Department for approval prior to installation. Contact fire department for guideline handout

90.FIRE. 3 USE-#27-EXTINGUISHERS RECOMMND

Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire Extinguishers located in public areas shall be in recessed cabinets mounted 48" (inches) to center above floor level with maximum 4" projection from the wall. Contact Fire Department for proper placement of equipment prior to installation.

FLOOD RI DEPARTMENT

90.FLOOD RI. 2 USE BMP - EDUCATION RECOMMND

The developer shall distribute environmental awareness education materials on general good housekeeping practices that contribute to protection of stormwater quality to all initial users. The developer may obtain NPDES Public Educational Program materials from the District's NPDES Section by either the District's website www.floodcontrol.co.riverside.ca.us, e-mail fcnpdes@co.riverside.ca.us, or the toll free number 1-800-506-2555. Please provide Project number, number of units and location of development. Note that there is a five-day minimum processing period requested for all orders.

The developer must provide to the District's PLAN CHECK Department a notarized affidavit stating that the distribution of educational materials to the tenants is assured prior to the issuance of occupancy permits.

90.FLOOD RI. 3 USE IMPLEMENT WQMP RECOMMND

All structural BMPs described in the project-specific WQMP shall be constructed and installed in conformance with approved plans and specifications. It shall be demonstrated that the applicant is prepared to implement all non-structural BMPs described in the approved project specific WQMP and that copies of the approved

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90. PRIOR TO BLDG FINAL INSPECTION

90.FLOOD RI. 3 USE IMPLEMENT WQMP (cont.) RECOMMND

project-specific WQMP are available for the future owners/occupants. The District will not release occupancy permits for any portion of the project exceeding 80% of the project area prior to the completion of these tasks.

90.FLOOD RI. 5 USE FACILITY COMPLETION RECOMMND

The District will not release occupancy permits for any commercial lot within the map prior to the District's acceptance of the drainage system for operation and maintenance.

90.FLOOD RI. 6 USE BMP MAINTENANCE & INSPECT RECOMMND

The BMP maintenance plan shall contain provisions for all treatment controlled BMPs to be inspected, and if required, cleaned no later than October 15 each year. Required documentation shall identify the entity that will inspect and maintain all structural BMPs within the project boundaries. A copy of all necessary documentation shall be submitted to the District for review and approval prior to the issuance of occupancy permits.

PLANNING DEPARTMENT

90.PLANNING. 1 USE- MITIGATION MONITORING RECOMMND

The permit holder shall prepare and submit a written report to the Riverside County Planning Department demonstrating compliance with all remaining conditions of approval and mitigation measures of this permit and E.I.R No. 497. The Planning Director may require inspection or other monitoring to ensure such compliance.

90.PLANNING. 2 USE- HEIGHT LIMITATIONS RECOMMND

All buildings and structures within this permit shall not exceed 50 feet in height, except as provided by Section No. 18.20 of Ordinance No. 348. All buildings and structures shall comply with approved construction plans that are designed in accordance with this condition. The permit holder may be required to submit to the Planning Department a written certification from a state licensed professional that all buildings and structures within this permit comply with the height regulations, indicated above. The Planning Department may require inspection by county staff to

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 2 USE- HEIGHT LIMITATIONS (cont.) RECOMMND

further verify compliance with this condition of approval.

90.PLANNING. 4 USE - COLOR/FINISH COMPLIANCE RECOMMND

The permittee shall properly install approved color and finish products in substantial conformance with Exhibit M.

90.PLANNING. 5 USE - COMPLY W/ ACOUSTIC STUDY RECOMMND

The permit holder shall construct and design the project in compliance with the recommendations of an approved acoustical study, as reviewed and, as the case may be, modified by the eparment of Enviornmental Health, Office of Industrial Hygiene and approved by the Planning Department.

The permit holder may be requried to submit to the Planning Department a written certification from a state licensed professional that the project was constructed in compliance with the recommendations of the approved acoustical study. The Planning Department may require further inspection by county staff to assure project compliance with this condition of approval.

90.PLANNING. 6 USE- PARKING PAVING MATERIAL RECOMMND

A minimum of five hundred and thirty eight (538) parking spaces shall be provided as shown on the APPROVED EXHIBIT A, unless otherwise approved by the Planning Department. The parking area shall be surfaced with asphaltic concrete or concrete to current standards as approved by the Department of Building and Safety.

90.PLANNING. 7 USE- ACCESSIBLE PARKING RECOMMND

A minimum of nine (9) accessible parking space[s] for persons with disabilities shall be provided as shown on APPROVED EXHIBIT A. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility. The sign shall not be smaller than 70 square inches in area and shall be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade, or centered at a minimum height of 36 inches from the parking space finished grade,

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 7 USE- ACCESSIBLE PARKING (cont.) RECOMMND

ground, or sidewalk. A sign shall also be posted in a conspicuous place, at each entrance to the off-street parking facility, not less than 17 inches by 22 inches, clearly and conspicuously stating the following:

"Unauthorized vehicles not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense."

In addition to the above requirements, the surface of each parking space shall have a surface identification sign duplicating the symbol of accessibility in blue paint of at least 3 square feet in size.

90.PLANNING. 9 USE- LOADING SPACES RECOMMND

A minimum of eight (8) loading space[s] shall be provided in accordance with Section 18.12.a.(2)f(3).b. of Ordinance 348, and as shown on APPROVED EXHIBIT A. The loading spaces shall be surfaced with six (6) inches of concrete over a suitable base and shall not be less than 10 feet wide by 35 feet long, with 14 feet vertical clearance.

90.PLANNING. 11 USE - LIGHTING PLAN COMPLY RECOMMND

All street lights and other outdoor lighting shall be shown on electrical plans submitted to the Department of Building and Safety for plan check approval nd shall comply with the requirements of Riverside County Ordinance No. 655 and the Riverside County Comprehensive General Plan.

90.PLANNING. 12 USE - ROOF EQUIPMENT SHIELDING RECOMMND

Roof-mounted equipment shall be shielded from ground view. Screening material shall be subject to Planning Department approval.

90.PLANNING. 14 USE- INSTALL BIKE RACKS RECOMMND

A bicycle rack with a minimum of seven (7) spaces shall be provided in convenient locations to facilitate bicycle access to the project area as shown on APPROVED EXHIBIT A. The bicycle racks shall be shown on project landscaping and improvement plans submitted for Planning Department approval, and shall be installed in accordance with those

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90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 14 USE- INSTALL BIKE RACKS (cont.) RECOMMND

plans.]

90.PLANNING. 15 USE - UTILITIES UNDERGROUND RECOMMND

All utilities, except electrical lines rated 33 kV or greater, shall be installed underground. If the permittee provides to the Department of Building and Safety and the Planning Department a definitive statement from the utility provider refusing to allow underground installation of the utilities they provide, this condition shall be null and void with respect to that utility.

90.PLANNING. 17 USE - CURBS ALONG PLANTERS RECOMMND

A six inch high curb with a twelve (12) inch wide walkway shall be constructed along planters on end stalls adjacent to automobile parking areas. Public parking areas shall be designed with permanent curb, bumper, or wheel stop or similar device so that a parked vehicle does not overhang required sidewalks, planters, or landscaped areas.

90.PLANNING. 20 USE- TRASH ENCLOSURES RECOMMND

Trash enclosure[s] shall be located as shown on the APPROVED EXHIBIT A, and shall be constructed prior to the issuance of occupancy permits. The enclosure(s) shall be a minimum of six (6) feet in height and shall be made with masonry block, landscaping screening, a solid gate which screens the bins from external view and shall be architecturally consistent with the primary structures. Additional enclosed area for collection of recyclable materials shall be located within, near or adjacent to each trash and rubbish disposal area. The recycling collection area shall be a minimum of fifty percent (50%) of the area provided for the trash/rubbish enclosure(s) or as approved by the Riverside County Waste Management Department. All recycling bins shall be labeled with the universal recycling symbol and with signage indicating to the users the type of material to be deposited in each bin.

90.PLANNING. 22 USE - COMPLY W/ LANDSCAPE PLAN RECOMMND

All required landscape planting and irrigation shall have been installed in accordance with approved Landscaping,

Irrigation, and Shading Plans and be in a condition

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 22 USE - COMPLY W/ LANDSCAPE PLAN (cont.) RECOMMND

acceptable to The and Mangement Agency - Land Use Division. The plants shall be healthy and free of weeds, disease or pests. The irrigation system shall be properly constructed and determined to be in good working order.

90.PLANNING. 23 USE - CERTIFY LANDSCAPE COMPLY RECOMMND

The permit holder's landscape architect or other state licensed party responsible for preparing landscaping and irrigation plans shall provide a Compliance Letter to the Planning Department and the Department of Building and Safety stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans. The Compliance letter shall be submitted at least thre (3) working days prior to final inspection of the structure or issuance of occupancy permit, whichever occurs first.

90.PLANNING. 26 USE- WALL & FENCE LOCATIONS RECOMMND

Wall and/or fence locations shall be in conformance with EXHIBIT A.

90.PLANNING. 28 USE - CONDITION COMPLIANCE RECOMMND

The Department of Building and Safety shall verify that the Development Standards of this approval and all other preceding conditions have been complied with prior to any use allowed by this permit.

90.PLANNING. 32 USE- SKR FEE CONDITION RECOMMND

rior to the issuance of a certificate of occupancy, or upon building permit final inspection, whichever comes first, the applicant shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance.

The amount of the fee required to be paid may vary, depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 19.8 acres (gross) in accordance with APPROVED EXHIBIT A. If the development is subsequently

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 32 USE- SKR FEE CONDITION (cont.) RECOMMND

revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 33 USE- ORD 810 O S FEE (2) RECOMMND

Prior to the issuance of a certificate of occupancy,or upon building permit final inspection rior to use or occupancy for cases without final inspection or certificate of occupancy (such as an SMP)], whichever comes first, the applicant shall comply with the provisions of Riverside County Ordinance No. 810, which requires the payment of the appropriate fee set forth in the Ordinance. The amount of the fee will be based on the "Project Area" as defined in the Ordinance and the aforementioned Condition of Approval. The Project Area for Plot Plan No. 20711 is calculated to be 19.44 net acres. In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 34 USE - COMPLY W/ LNDSCP/IRR PLN RECOMMND

All required landscape planting and irrigation shall have been installed in accordance with approved Landscaping, Irrigation, and Shading Plans, Ordinance No. 859 (as adopted and any amendments thereto), and the Riverside County Guide to California Landscaping. All landscape and irrigation components shall be in a condition acceptable to the Planning Department through the implementation of the Department's Milestone 90 condition entitled "USE - LNDSCP/IRRIG INSTALL INS." The plants shall be healthy and free of weeds, disease or pests. The irrigation system shall be properly constructed and determined to be in good working order.

PLOT PLAN:TRANSMITTED Case #: PP20711 Parcel: 317-240-035

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 35 USE - LNDSCPE/IRRIG INSTALL RECOMMND

The permit holder's landscape architect responsible for preparing the Landscaping and Irrigation Plans shall arrange for an Installation Inspection with the Planning Department at least fifteen (15) working days prior to final Inspection of the structure or issuance of occupancy permit, whichever occurs first. Upon successful completion of the Installation Inspection and compliance with the Planning Department's Milestone 80 conditions entitled "USE-LANDSCAPING SECURITIES and LANDSCAPE INSPECTION DEPOSIT," both the County Planning Department's Landscape Inspector and the permit holder's landscape architect shall execute a Certificate of Completion that shall be submitted to the Planning Department and the Department of Building and Safety.

90.PLANNING. 36 USE- EXTENDED TRUCK IDLING RECOMMND

Sign(s) stating that "EXTENDED IDLING TRUCK ENGINES IS NOT PERMITED" shall be located at the entrance to the warehouse facility and at the truck parking area located near/at the entrances to the loading dock area.

The sign(s) at the entrance to facility shall not be less than twenty four inches square and will provide directions to truck parking spaces with electrical hookups.

The hookups will provide power for refrigerated trailers that need to be parked on-sight for more than 15 minutes.

TRANS DEPARTMENT

90.TRANS. 2 USE - IMP PLANS RECOMMND

Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the Riverside County Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County.

90.TRANS. 6 USE - SIGNING & STRIPING RECOMMND

A signing and striping plan is required for this project. The project proponent shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 6 USE - SIGNING & STRIPING (cont.) RECOMMND

performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer.

90.TRANS. 10 USE STREETLIGHT AUTHORIZATION RECOMMND

Prior to OCCUPANCY, the project proponent shall submit to Transportation Department Permits the following:

1. "Streetlight Authorization" form approved by L&LMD No. 89-1-C Administrator.

2. Letter establishing interim energy account from SCE, IID or other electric provider.

90.TRANS. 11 USE - LANDSCAPING PLAN RECOMMND

The project proponent shall comply in accordance with landscaping requirements within public road rights-of-way, in accordance with Ordinance 461. Landscaping shall be improved within Harvill Avenue. Landscaping plans shall be submitted on standard County Plan sheet format (24" X 36"). Landscaping plans shall be submitted with the street improvement plans. If landscaping maintenance to be annexed to County Service Area, or Landscaping and Lighting Maintenance District, landscaping plans shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public road rights-of-way.

90.TRANS. 12 USE - STREET LIGHTS INSTALL RECOMMND

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinances 460 and 461. For projects within IID use IID's pole standard.

Street light annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the Developer to ensure that street lights are energized along the streets associated with this development where the developer is seeking Building Final Inspection (Occupancy).

PLOT PLAN:TRANSMITTED Case #: PP20711 Parcel: 317-240-035

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 13 USE- EXISTING CURB & GUTTER RECOMMND

On existing curb and gutter, new driveways per Standard 207A, sidewalks and/or drainage devices within County right-of-way, including sewer and water laterals on Harvill Avenue shall be constructed within the dedicated right-of-way in accordance with County Standards, Ordinance 461. Such construction shall be shown on existing street improvement plans and approved and permitted by the Transportation Department.

90.TRANS. 14 USE - UTILITY PLAN RECOMMND

Electrical power, telephone, communication, treet lighting, and cable television lines shall be designed to be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

90.TRANS. 15 USE - UTILITY INSTALL RECOMMND

Electrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

NOTE: 90.TRANS.15 USE-UTILITY INSTALL MOVED TO 80.TRANS.24

PLOT PLAN:TRANSMITTED Case #: PP20711 Parcel: 317-240-035

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 16 USE- VACATION/RE-DESIGN 1 RECOMMND

The project proponent, by his/her design, is requesting a vacation of the existing dedicated rights-of-way along Walnut Street, east of Harvill Avenue. The project proponent shall apply under separate application with the County Surveyor for a conditional vacation of Walnut Street, and receive a Board of Supervisors decision. Should the Board of Supervisors fail to approve said vacation request, the project proponent shall re-design the project, utilizing the existing rights-of-way.

NOTE: Moved to 80.TRANS.25.

90.TRANS. 17 USE - ST DESIGN/IMP CONCEPT RECOMMND

The street design and improvement concept of this project shall be coordinated with PM34706.

100. PRIOR TO ISSUE GIVEN BLDG PRMT

PARKS DEPARTMENT

100.PARKS. 1 MAP - TRAIL CONSTRUCTION RECOMMND

Prior to the issuance of building permits, the applicant shall build the trail as shown on the approved trails plan. The applicant shall arrange for an inspection of the constructed trail with the Regional Park and Open-Space District.

NOTICE OF COMPLETION & ENVIRONMENTAL TRANSMITTAL FORM

SCH#: 2006101095

Project Title: Change of Zone No. 7186, Tentative Parcel Map No. 34706, Plot Plan No. 20711
Lead Agency: County of Riverside Planning Dept. Contact Person: Josias Gonzales
Mailing Address: 4080 Lemon Street, 9th Floor PO Box 1409 Phone: 951-955-2217
City: Riverside Zip: 92502-1409 County: Riverside

Project Location
County: Riverside City/Community: Mead Valley
Cross Streets: Westerly of Interstate 215, northerly of Placentia Avenue easterly of Harvill Avenue Zip Code: 92570
Assessor's Parcel No(s). 317-240-008, -013, -015, -032, -035 Section 13,18 Twp: 4 South Range: 3 & 4 West Base: San Bernardino
Latitude/Longitude: ____ ° ____ ' ____ " North/ ____ ° ____ ' ____ " West Total Acres: 20.0
Within 2 miles: State Hwy#: I-215 Waterways:
Airports: March Air Reserve Base Railways: BNSF Schools:

Document Type:
CEQA: ☐ NOP ☒ Draft EIR NEPA: ☐ NOI Other: ☐ Joint Document
☐ Early Cons ☐ Supplemental EIR ☐ EA ☐ Final Document
☐ Neg Dec ☐ Subsequent EIR ☐ Draft EIS ☐ Other
☐ Mit Neg Dec ☐ Other ☐ FONSI

Local Action Type:
☐ General Plan Update ☐ Specific Plan ☒ Rezone ☐ Annexation
☐ General Plan Amendment ☐ Master Plan ☐ Prezone ☐ Redevelopment
☐ General Plan Element ☐ Planned Unit Development ☒ Use Permit ☐ Coastal Permit
☐ Community Plan ☐ Site Plan ☒ Land Division (Subdivision, etc.) ☐ Other

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Development Type:
☐ Residential: Units ____ Acres ____
☐ Office: Sq.Ft ____ Acres ____ Employees ____
☐ Commercial: Sq.Ft ____ Acres ____ Employees ____
☒ Industrial: Sq.Ft 370,000 Acres ____ Employees ____
☐ Educational:
☐ Recreational:
☐ Water Facilities: Type ____ MGD ____
☐ Transportation: Type
☐ Mining: Mineral
☐ Power: Type ____ Watts ____
☐ Waste Management: Type
☐ Hazardous Waste: Type
☐ Other:

Project Issues That May Have A Significant or Potentially Significant Impact
☒ Aesthetic/Visual ☒ Flood Plain/Flooding ☒ Schools/Universities ☒ Water Quality
☒ Agricultural Land ☒ Forest Land/Fire Hazard ☐ Septic Systems ☐ Water Supply/Groundwater
☒ Air Quality ☐ Geologic/Seismic ☒ Sewer Capacity ☒ Wetland/Riparian
☒ Archaeology/Historical ☐ Minerals ☒ Soil Erosion/Compaction/Grading ☐ Growth Inducing
☒ Biological Resources ☒ Noise ☒ Solid Waste ☒ Land Use
☐ Coastal Zone ☐ Population/Housing Balance ☒ Toxic/Hazardous ☒ Cumulative Effects
☒ Drainage/Absorption ☒ Public Services/Facilities ☒ Traffic/Circulation ☐ Other:
☒ Economic/Jobs ☒ Recreation/Parks ☒ Vegetation
☐ Fiscal

Present Land Use/Zoning/General Plan Designation: Vacant Land/ Manufacturing Heavy/ Light Industrial

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Project Description *(use separate sheet if necessary)*:
The proposed project is the development of 370,000 square feet of light industrial buildings located in the County of Riverside on an approximately 20 acre parcel of land.

Reviewing Agencies Checklist

(Recommend Clearinghouse distribution by checking appropriate boxes)

- [x] Air Resources Board
- [ ] Boating/Waterways, Dept. of Calif. Highway Patrol
- [x] Caltrans District # 8
- [x] Caltrans Division of Aeronautics
- [ ] Caltrans Planning
- [ ] Coachella Valley Mountains Conservancy
- [ ] Coastal Conservancy
- [ ] Colorado River Board Commission
- [ ] Conservation, Department of
- [ ] Corrections, Department of
- [ ] Delta Protection Commission
- [ ] Education, Dept. of Office of Public School Construction
- [ ] Energy Commission
- [x] Fish & Game Region #6
- [ ] Food & Agriculture, Department of
- [ ] Forestry & Fire Protection
- [ ] General Services, Department of
- [ ] Office of Historic Preservation
- [ ] Health Services, Department of
- [ ] Housing and Community Development
- [ ] Integrated Waste Management Board
- [x] Native American Heritage Commission
- [ ] Office of Emergency Services
- [x] Office of Historic Preservation
- [x] Parks & Recreation
- [ ] Pesticide Regulation, Department of
- [x] Public Utilities Commission
- [ ] Reclamation Board
- [x] Regional WQCB # 8
- [x] Resources Agency
- [ ] S.F. Bay Conservation & Development Commission
- [ ] San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy
- [ ] San Joaquin River Conservancy
- [ ] Santa Monica Mountains Conservancy
- [ ] State Lands Commission
- [ ] SWRCB: Clean Water Grants
- [ ] SWRCB: Water Quality
- [ ] SWRCB: Water Rights
- [ ] Tahoe Regional Planning Agency
- [x] Toxic Substances Control, Department of
- [x] Water Resources, Department of
- [ ] Other: _____
- [ ] Other: _____

Public Review Period (to be filled in by lead agency)

Starting Date: 10/04/07 Ending Date: 11/19/2007

Lead Agency: Riverside County Planning Department

Consulting Firm Golder & Associates
Address: 4080 Lemon Street
City/State/Zip: Riverside CA 9502
Contact: Josias Gonzales
Phone: 951-955-2217

Applicant Oakmont Industrial Group
Address: 18201 Mc Durmott Street West, STE E
City/State/Zip: Irvine, CA 91614
Phone: 949-253-8080

Signature of the Lead Agency Representative [signature] PP: Josias Gonzales Date: 10-4-07

Envelopes to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044
Certified or Fed Ex packages to: State Clearinghouse. 1400 Tenth Street, Suite 222, Sacramento, CA 95814

Revised: 6/12/07
Y:\Planning Master Forms\CEQA Forms\NOC Forms\NOC and Environmental Transmittal Form.doc

COMPREHENSIVE PROJECT REVIEW
(*INITIAL CASE ACCEPTANCE) COMMENT AGENDA
RIVERSIDE COUNTY PLANNING DEPARTMENT
9TH FLOOR, CAC - P.O. Box 1409
Riverside, CA 92502-1409

DATE: **August 11, 2005**

Transportation
Environmental Health
Flood Control District
Fire Department
Building & Safety (Grading)
Building & Safety
Regional Parks & Open Space
Geologist
EPD
Donna Duron
CSA # 152
EDA
Sheriff's Dept
Riv. Co. Waste
Supervisor Buster
Commissioner Roth
Riverside Transit Agency
City of Perris
Val Verde School Dist..
Eastern Municipal Water Dist.
So. Calif. Edison
So. Cal Gas
Caltrans #8
Caltrans Areonautics – David Cohen
EIC(Attachment "A")
Gretare Lake Mathews Area Association

CHANGE OF ZONE NO. 07186, PLOT PLAN NO. 20711 – EA No. 40256 – Applicant: Oakmont Perris Harvil Street LLC – Engineer/Rep.: Albert A. Webb Associates – First Supervisorial District – Mead Valley Area Plan – 19.80 gross acres – Located north of Placentia Avenue, south of Rider Street, east of Harvill Avenue, and west of Interstate 215 – Manufacturing-Heavy (M-H) Zone – REQUEST: Change of Zone No. 07186 is a proposal to alter the zone from M-H to Manufacturing-Service Commercial (M-SC). Plot Plan No. 20711 is a proposal to construct two manufacturing/distribution facilities (Building A – 227,000 SF and Building B – 127,000 SF), including landscape, parking, water quality and detention basins, on 19.80 acres. – Schedule N/A – APNs: 317-240-008, 317-240-013, 317-240-015, 317-240-032, 317-240-035 – Concurrent Cases: CZ07186, PP20711 – Related Cases: N/A – 1st transmittal.

Please review the case described above, along with the attached tentative map/exhibit **This case is scheduled for a CPR meeting on September 8, 2005 . All County Agencies and Departments, please have draft conditions in the Land Management System by the above date.** If you cannot clear the exhibit, please have corrections in the system and DENY the routing. Once the route is complete, and the approval screen is approved with or without corrections, the case can be scheduled for a public hearing. All other agencies, please have your comments/conditions to the Planning Department as soon as possible. Your comments/ recommendations/conditions are requested so that they may be incorporated in the staff report for this particular case.

Should you have any questions regarding this item, please do not hesitate to contact, **Kim Tran ,** Project Planner, at **(909) 955-2217.**

COMMENTS:

DATE: SIGNATURE:
PLEASE PRINT NAME AND TITLE:
TELEPHONE:

AIRPORT LAND USE COMMISSION
RIVERSIDE COUNTY

CHAIR
Simon Housman
Rancho Mirage

VICE CHAIRMAN
Rod Ballance
Riverside

COMMISSIONERS

Arthur Butler
Riverside

Robin Lowe
Hemet

John Lyon
Riverside

Glen Holmes
Hemet

Melanie Fesmire
Indio

STAFF

Director
Ed Cooper

John Guerin
Cecilia Lara
Sophia Nolasco
Barbara Santos

County Administrative Center
4080 Lemon St., 9th Floor.
Riverside, CA 92501
(951) 955-5132

www.rcaluc.org

December 17, 2007

Josias Gonzalez
County of Riverside Planning Department
4080 Lemon Street, Ninth Floor
Riverside, CA 92501
MAIL STOP # 1070 (HAND DELIVERY)

RE: AIRPORT LAND USE COMMISSION (ALUC) DEVELOPMENT REVIEW

File No.: ZAP1044MA07
Related File No.: CZ07186 (Change of Zone), PP20711 (Plot Plan), EIR00497 (Environmental Impact Report)
APN: 317-240-008; 317-240-013; 317-240-015; 317-240-032; 317-240-035.

Dear Mr. Gonzalez:

On December 13, 2007, the Riverside County Airport Land Use Commission (ALUC) found the above-referenced project consistent with the 1984 Riverside County Airport Land Use Plan, as applied to the Airport Influence Area of March Air Force Base (now March Air Reserve Base/March Inland Port), with the plot plan finding subject to the following conditions:

CONDITIONS:

1. Prior to recordation of a final map, issuance of building permits, or conveyance to an entity exempt from the Subdivision Map Act, whichever occurs first, the landowner shall convey an avigation easement to the MARB/MIP Airport. (Contact March Joint Powers Authority at (951) 656-7000 for additional information.)

2. Any outdoor lighting shall be hooded or shielded to assure that no lights are above the horizontal plane.

3. The following uses shall be prohibited:

   a. Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

   b. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

c. Any use which would generate smoke or water vapor, or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area.

d. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

4. The attached notice shall be given to all prospective buyers and/or tenants.

If you have any questions, please contact Cecilia Lara, Airport Land Use Commission staff planner, at (951) 955-0549.

Sincerely,

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

Edward C. Cooper, Director

Attachments: Notice of Airport in Vicinity

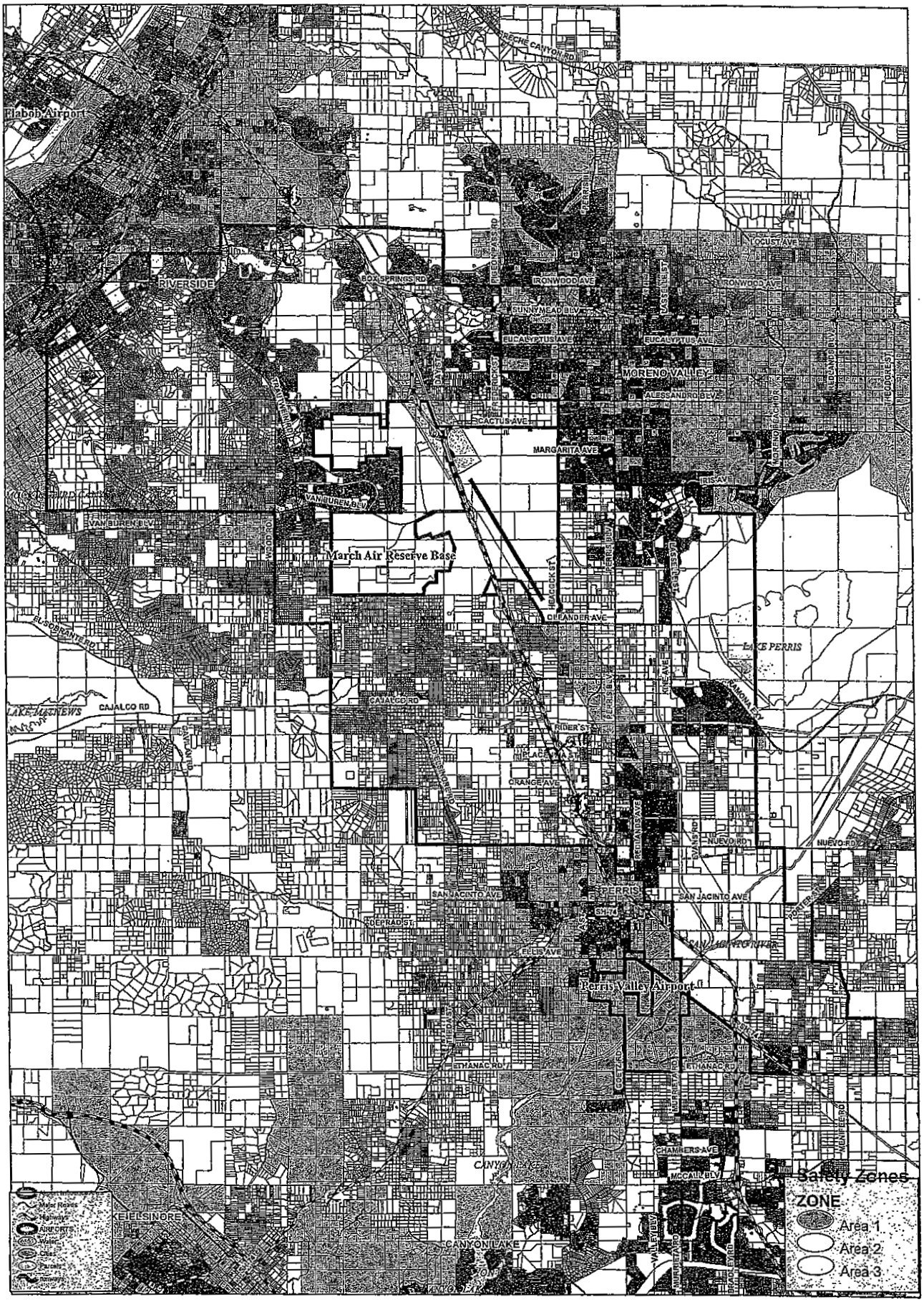
cc: ALUC Staff
Oakmont Industrial Group, LLC
Oakmont Perris Harvill Street (Atlanta)
Golder Associates, Inc. – Attn.: Kurt Schlyer
Dan Fairbanks -March JPA
Douglas Adams, U.S. Air Force Community Planner

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business & Profession Code 11010 12(A)

Riverside County Airports

March Air Reserve Base



Date: 12-21-2004
Source: c:\workspace\documents\mxd\ARV-11x17-Portrait.mxd

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or reuse this map.

EASTERN INFORMATION CENTER

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM
Department of Anthropology, University of California, Riverside, CA 92521-0418
(951) 827-5745 - Fax (951) 827-5409 - eickw@ucr.edu
Inyo, Mono, and Riverside Counties

September 12, 2005

TO: Kim Tran
Riverside County Planning Department, Riverside Office

RE: Cultural Resource Review
Case: PP-20711/CZ-7186—EA No. 40256

Records at the Eastern Information Center of the California Historical Resources Information System have been reviewed to determine if this project would adversely affect prehistoric or historic cultural resources:

___ The proposed project area has not been surveyed for cultural resources and contains or is adjacent to known cultural resource(s). A Phase I study is recommended.

✓ Based upon existing data the proposed project area has the potential for containing cultural resources. A Phase I study is recommended.

___ A Phase I cultural resource study (RI-) identified one or more cultural resources.

___ The project area contains, or has the possibility of containing, cultural resources. However, due to the nature of the project or prior data recovery studies, an adverse effect on cultural resources is not anticipated. Further study is not recommended.

___ A Phase I cultural resource study (RI-) identified no cultural resources. Further study is not recommended.

___ There is a low probability of cultural resources. Further study is not recommended.

___ If, during construction, cultural resources are encountered, work should be halted or diverted in the immediate area while a qualified archaeologist evaluates the finds and makes recommendations.

___ Due to the archaeological sensitivity of the area, earthmoving during construction should be monitored by a professional archaeologist.

✓ The submission of a cultural resource management report is recommended following guidelines for Archaeological Resource Management Reports prepared by the California Office of Historic Preservation, *Preservation Planning Bulletin 4(a)*, December 1989.

- ✓ Phase I Records search and field survey
- __ Phase II Testing [Evaluate resource significance; propose mitigation measures for "significant" sites.]
- __ Phase III Mitigation [Data recovery by excavation, preservation in place, or a combination of the two.]
- __ Phase IV Monitor earthmoving activities

COMMENTS:

If you have any questions, please contact us.

Eastern Information Center

Riverside Transit Agency
1825 Third Street
P.O. Box 59968
Riverside, CA 92517-1968
Phone: (951) 565-5000
Fax: (951) 565-5001

September 12, 2005

Kim Tran, Project Planner
County of Riverside Planning Department
PO Box 1409
Riverside CA 92502-1409

SUBJECT: **Plot Plan 20711 for Oakmont Industrial Group**
Riverside Transit Agency (RTA) Comments

Thank you for the opportunity to review the Plot Plan, #20711 for the Oakmont Group's, 359,000 sq ft industrial development in the Mead Valley - Perris area, located near the intersection of Harvill Av and Placentia St. A copy of the RTA internal staff review memo regarding the project is attached for your information. *Although RTA's comments will arrive a week or so late after the deadline, the agency is hopeful that you will still have an opportunity to incorporate our recommendations in your reports.*

In the future, RTA would like to run local bus lines along this portion of Harvill Av, an arterial street serving a growing industrial area. The northbound buses will need to stop just north of the intersection with Placentia. This transit would connect directly from the proposed Metrolink station in Downtown Perris. To encourage and enhance future transit opportunities in this vicinity, RTA respectfully requests the plot plat be revised to include the recommended bus stop and bus turnout be placed at the following location:

- Install a paved, lighted and ADA-compliant bus turnout, with widened sidewalk space for related amenities along northbound (east side of) Harvill Av, north of the intersection with Placentia St and placed adjacent to the frontage of proposed "Building B";

RTA would be glad to work with the applicants' engineer if there are any questions. Thank you for considering this request.

If you need additional clarification or I can be of further assistance, please call me at (951) 565-5164 or contact me at mmccoy@riversidetransit.com.

Sincerely,

Michael McCoy
Senior Planner

Riverside Transit Agency

September 12, 2005

PLANNING DEPARTMENT MEMO

DEVELOPMENT REVIEW

To: Augustus Ajawara, Director of Planning

From: Michael McCoy, Senior Planner *Mike*

Subject: County of Riverside, Plot Plan #20711 for 359,000 sq ft of industrial bldgs near Mead Valley & Perris, E of Harvill Av & N of Placentia St, just W of Interstate 215;
-- RTA Comments
Bus routes: None at present, but future bus service is likely along Harvill

Summary: Oakmont Industrial Group is proposing Plot Plan 20711 and related planning cases for 2 industrial buildings, totaling 359,000 sq ft, on 20 once-farmed acres situated east of Harvill Av and north of Placentia St in Mead Valley, near Perris. The plot plan suggests the buildings will be used mostly as a distribution center. 533 parking spaces are indicated on the site plan.

The nearest existing bus services, RTA routes #19 and #30, are 1½ mile distant at the intersection of Placentia and Perris Blvd, across Interstate 215. Route 41 is also about 1½ mile distant at the intersection of Harvill and Cajalco Expwy. RTA expects to establish transit in the future along arterial streets designated either by the County or the City of Perris, such as Harvill Av. Bus stops and turnouts would logically be site along northbound Harvill at signalized intersections, such as just north of its intersection with Placentia St.

This Harvill frontage now features curb and gutter but no sidewalk or landscaping. Any bus stop with a turnout would require demolition of about 150 feet of curb and gutter. RTA believes the demolition is warranted to place important future transit infrastructure.

To improve future accessibility to the bus, RTA staff will request transit amenities for the future service. A revised plot plan should indicate the requested turnout. RTA will request the County require installation of a bus stop and bus turnout with space for amenities at the following location:

- **Northbound Harvill Ave, just north of the intersection with Placentia St. The turnout should be a minimum 150 ft long; including tapers, and be placed adjacent to proposed Building "B". There is sufficient easement shown to allow the turnout;**

- **The sidewalk near the bus turnout should be a minimum 6 feet wide to accommodate possible future placement by others of a bus passenger bench and shelter.**

RTA staff will send the County TLMA a letter advising of this request and recommending the turnout be installed. Even though RTA staff was a week or so late in providing comments, the agency is hopeful the County will still be able to incorporate the request into the revised documents.

INITIAL REVIEW INFORMATION -

Review completed date: September 12, 2005.
Documents received at RTA: August 16, 2005;
Reply-by Date to Planning: September 8, 2005;
County Planning Commission hearing Date: unknown;
City Council or Board of Supervisors Agenda Date: Unknown or N/A;
Thomas Guide Map page and grid: 777,E-4;
Case Numbers: Plot Plan 20711, Zone Change 07186; Environ Assessment 40256
Case Planner: Kim Tran (951) 955-2217;
Applicant: Oakmont Industrial Group of Irvine CA

RTA PLANNING FOLLOW-UP:

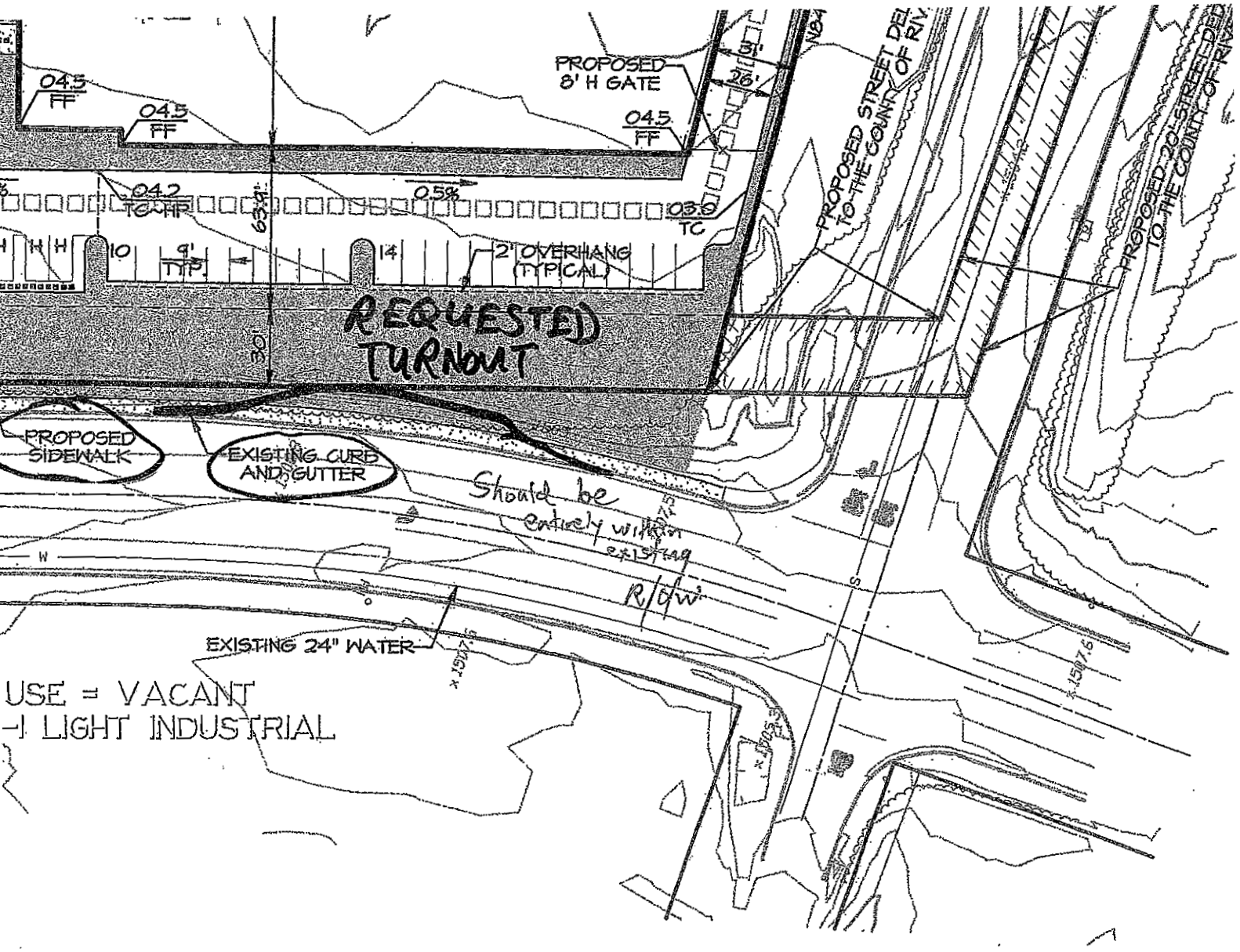
___ Standard "Acceptable" letter to jurisdiction without comments

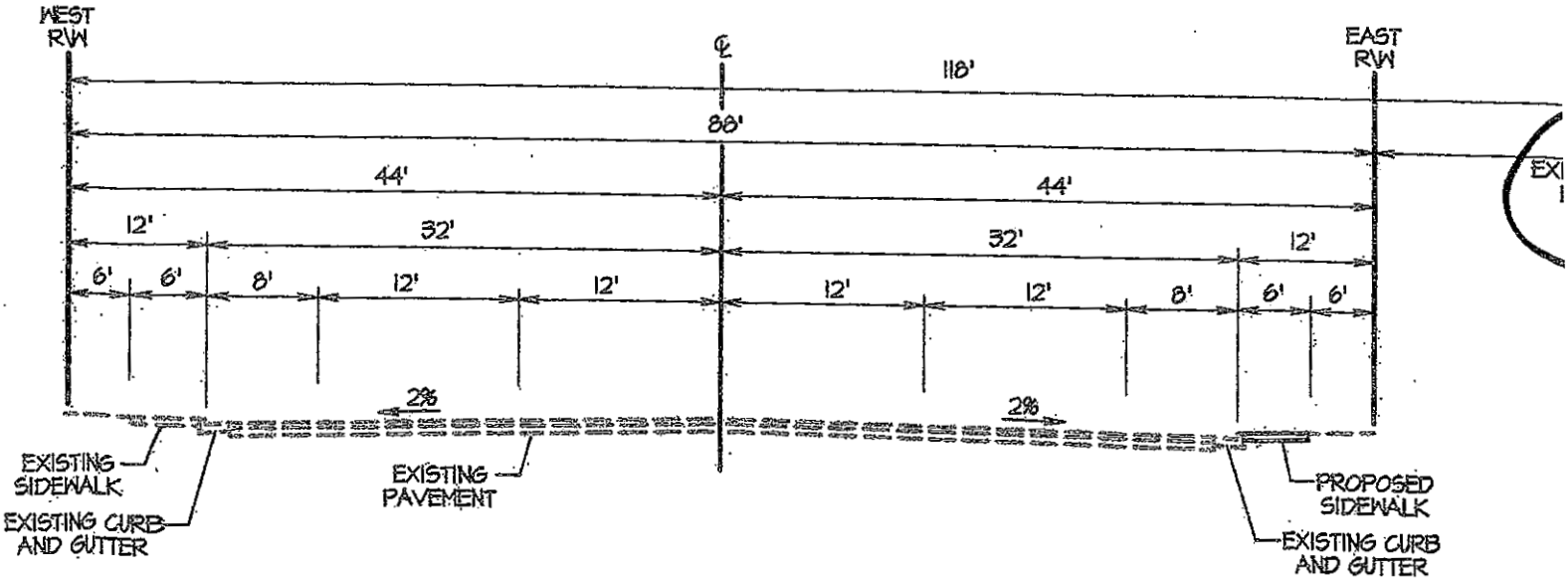
_1_ Letter with comments advising project modifications re transit issues

___ Verbal conversation with Case Planner and appropriate letter follow-up

Letter sent: Date: 9/12/05

SECOND REVIEW: Review materials placed in archive files: Date: _____





TYPICAL STREET SECTION
HARVILL AVE.

SECONDARY HIGHWAY PER RIV. CO. STD. NO. 103

Val Verde Unified School District

975 W. Morgan Street Perris, CA 92571 951-940-6100

"No Excuses"

C. Fred Workman, Ed.D.
Superintendent

David Marshall
Assistant Superintendent Education Services & Human Resources

Susan Balt, Ph.D.
Director, Special Education

Carroll Brown, Ed.D.
Director, Accountability

Robert Nichols
Director, Education Services

Patricia Ralphs
Administrator, Human Resources

Norman Towels, Ph.D.
Assistant Superintendent Student Services

Mike Boyd
Assistant Superintendent Business Services

Bill Angel
Director, Business Services

David Bazan
Director, Information Technology

Michael Bazan
Director, Safety Services

Todd Butcher
Director, Maintenance & Operations

Sandee Hackett
Director, Facilities

Robert Quanstrom
Director, Food Services

BOARD OF EDUCATION:

Liza Fisher

Stacey L. Guzman

Marla D. Kirkland

Jo Ann S. McAnlis

D. Shelly Yarbrough

August 22, 2005

Kim Tran
COUNTY OF RIVERSIDE, Planning Department
9th Floor, CAC – P.O. Box 1409
Riverside, CA 92502-1409

Re:	Project Description:	Change of Zone, Plot Plan No. 20711
	Location:	N of Placentia; S of Rider, E of Harvill, W of 215
	Applicant:	Oakmont Perris Harvil
	APN:	317 240 008, 013, 015, 032, 035

Dear Mr. Tran:

We have reviewed the above referenced project. The Val Verde Unified School District would like to make the following comments and/or recommendations:

1. The District recommends that all environmental health agencies within your jurisdiction take into consideration the health, safety and welfare of the students of the Val Verde Unified School District.
2. The District recommends that it be apprised of any traffic flow changes that might affect the health, safety and welfare of the students of the Val Verde Unified School District as well as the Val Verde District Office staff.
3. Val Verde Unified School District has adopted State statutory industrial/commercial fees. Companies within your jurisdiction will need to satisfy the appropriate fees prior to issuance of building permits.

We appreciate your requesting our input concerning this project. Should you have any questions or concerning regarding the District's recommendations, please don't hesitate to contact me at (951) 940-6107.

Sincerely,

Sandee Hackett
Director, Facilities

SH/gjc

cc: C. Fred Workman, Superintendent
Michael Boyd, Assistant Superintendent, Business Services

From: "Brad Eckhardt" <beckhardt@cityofperris.org>
To: "Kimberlin Tran" <KTRAN@rctlma.org>
Date: 9/1/2005 11:18:43 AM
Subject: RE: Zone Change 07186 and Plot Plan 20711

Thanks Kim:

I know it's unusual to get design comments, but with the explosion of industrial projects in Perris our Council is focused on getting quality development. I've attached the entire (draft) Industrial Code section for your amusement. Thanks for considering our comments.

BE

-----Original Message-----
From: Kimberlin Tran [mailto:KTRAN@rctlma.org]
Sent: Thursday, September 01, 2005 11:07 AM
To: Brad Eckhardt
Subject: Re: Zone Change 07186 and Plot Plan 20711

Hi Brad,

Duly noted. I'll have your comments in the case file for review.

Thanks!

Kim

>>> "Brad Eckhardt" <beckhardt@cityofperris.org> 08/29/05 4:32 PM >>>
Hi Kim:

The City of Perris supports the proposed zone change and use of the site for a Distribution Center. However, it is the City's finding that the plot plan, as proposed would have a significant, adverse aesthetic impact (as viewed from Interstate 215). Also, the project is located in Perris' Sphere of Influence and, as such, the City encourages the County to impose design standards in keeping with recently introduced City of Perris Industrial Design Guidelines. Relevant sections of these Guidelines have been excerpted for your consideration:

1. The existing 8' chain link fence should be replaced with a decorative screen wall. The screen wall should incorporate colors and materials of the primary structure. It should be softened with earthen berms and dense landscaping.
2. The building façades (including the rear façade) should include substantial variation in massing (changes in height and projecting or recessed elements).
3. The building elevations should have a clearly discernable base, body, and cap. The base should have a height of at least three (3) feet. The body shall occupy the middle portion of the elevation, covering about sixty percent (60%) of the average wall height. The cap shall occupy the highest portion of the elevation, excluding the roof, and shall have a dimension that does not exceed the height of the base. The cap shall consist of a cornice, parapet, awning, canopy, or eave. The base and cap shall be clearly distinguishable from the body through changes in color, material, pattern, profile, or texture.
4. Materials. As a general rule, the use of high quality natural building materials such as brick, stone, tinted/textured concrete (tilt-up) are appropriate. The following is a list of permitted materials for the building base, body, and cap. Other materials not specifically mentioned may be permitted, on a case-by-case basis.
a. Building Base: Brick, native stone, manufactured stone, or decorative concrete masonry units.
b. Building Body: Acceptable materials include wood, brick, native stone, manufactured stone, concrete, glass, or applied materials such as stucco or exterior insulated finish system (E.I.F.S.). Other materials such as imitation wood siding, sheet metal, corrugated metal, or other similar metal panels, are

considered inappropriate and should be avoided.
c. Building Cap: The building cap shall consist of materials introduced on the base and/or body of the building. Cornices and parapets shall be distinguishable from the building body by design and profile. Awnings, canopies, and eaves shall generally incorporate alternate color and materials.

Thanks for including the City of Perris in your Comprehensive Project Review and for considering our comments.

Brad Eckhardt

City of Perris
Community Development Department
135 North "D" Street
Perris, CA 92570-1998

951.943.5003 ext 272
951.943.8379 (fax)
beckhardt@cityofperris.org

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business & Profession Code 11010 12(A)

Val Verde Unified School District
975 W Morgan Street Perris, CA 92571 951-940-6100

"No Excuses"

C. Fred Workman, Ed.D.
Superintendent

David Marshall
Deputy Superintendent Education Services & Human Resources

Carroll Brown, Ed.D.
Assistant Superintendent Elementary Education

Robert Nichols
Assistant Superintendent, Secondary Education

Scott Scambray
Assistant Superintendent Testing & Accountability

Susan Balt, Ph.D.
Director, Special Education

Patricia Ralphs
Administrator, Human Resources

Norman Towels, Ph.D.
Assistant Superintendent Student Services

Mike Boyd
Deputy Superintendent, Business Services

Bill Angel
Director, Business Services

David Bazan
Director, Information Technology

Michael Bazan
Director, Risk Management

Todd Butcher
Director, Maintenance & Operations

Brian Fountain
Director of Security

Sandee Hackett
Director, Facilities

Robert Quanstrom
Director, Food Serivces

Stacy Strawderman
Director, Purchasing & Warehouse

Board Of Education:
Liza Fisher
Stacy L. Guzman
Maria D. Kirkland
Jo Ann S. McAnlis
D. Shelly Yarbrough

May 31, 2006

Kim Tran
COUNTY OF RIVERSIDE, Planning Department
9th Floor, CAC – P.O. Box 1409
Riverside, CA 92502-1409

Re:		
	Project Description:	TPM 34706, Subdivide 20 ac into 2 parcels
	Location:	N Placentia; E Harvill; E 215 Freeway
	Applicant:	Oakmont Perris Harvill St. LLC
	APN:	317 240 013, 015, 032, 035

Dear Mr. Tran:

We have reviewed the above referenced project. The Val Verde Unified School District would like to make the following comments and/or recommendations:

1. The District recommends that all environmental health agencies within your jurisdiction take into consideration the health, safety and welfare of the students of the Val Verde Unified School District.
2. The District recommends that it be apprised of any traffic flow changes that might affect the health, safety and welfare of the students of the Val Verde Unified School District as well as the Val Verde District Office staff.
3. Val Verde Unified School District has adopted State statutory industrial/commercial fees of $.42 per assessed square feet. Companies within your jurisdiction will need to satisfy the appropriate fees prior to issuance of building permits.

We appreciate your requesting our input concerning this project. Should you have any questions or concerning regarding the District's recommendations, please don't hesitate to contact me at (951) 940-6107.

Sincerely,

Sandee Hackett
Director, Facilities

SH/gjc

cc: C. Fred Workman, Superintendent
Michael Boyd, Deputy Superintendent, Business Services

Riverside County
Waste Management Department
Hans W. Kernkamp, General Manager-Chief Engineer

June 28, 2006

Kim Tran, Project Planner
Riverside County Planning Department
P. O. Box No. 1409
Riverside, CA 92502-1409

RE: Tentative Parcel Map No. 34706
Proposal: Divide 20 acres into 2 parcels
APN: 317-240-008, -013, -015, -032, -035

Dear Ms. Tran:

The Riverside County Waste Management Department has reviewed the proposed project located north of Placentia Street, east of Harvill Avenue, and east of I-215 Freeway, in the North Perris Zoning District. This project has the potential to impact long-term landfill capacity by generating solid waste that requires disposal. In order to mitigate the project's potential solid waste impact, and to help the County's efforts to comply with State law in diverting solid waste from landfill disposal, the project's applicant should implement the following measures, as feasible:

- Recycle the project's construction and demolition (C&D) waste through a C&D recycling facility.
- Use mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries. Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.
- Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project.
- Hazardous materials **are not** accepted at the Riverside County landfills. Any hazardous wastes, including paint, used during construction must be properly disposed of at a licensed facility in accordance with local, state and federal regulations. Please contact the Riverside County Health Department for further information.

Thank you for the opportunity to review this proposal. If you have any questions, please call me at (951) 486-3284.

Sincerely,

Mirtha Liedl, Planner

PD#45157

EASTERN INFORMATION CENTER

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM
Department of Anthropology, University of California, Riverside, CA 92521-0418
(951) 827-5745 - Fax (951) 827-5409 - eickw@ucr.edu
Inyo, Mono, and Riverside Counties

June 6, 2006

TO: Kim Tran
Riverside County Planning Department, Riverside Office

RE: Cultural Resource Review
Case: PM-34706/EA No. 40256

Records at the Eastern Information Center of the California Historical Resources Information System have been reviewed to determine if this project would adversely affect prehistoric or historic cultural resources:

___ The proposed project area has not been surveyed for cultural resources and contains or is adjacent to known cultural resource(s). A Phase I study is recommended.

✔ Based upon existing data the proposed project area has the potential for containing cultural resources. A Phase I study is recommended.

___ A Phase I cultural resource study (RI-) identified one or more cultural resources.

___ The project area contains, or has the possibility of containing, cultural resources. However, due to the nature of the project or prior data recovery studies, an adverse effect on cultural resources is not anticipated. Further study is not recommended.

___ A Phase I cultural resource study (RI-) identified no cultural resources. Further study is not recommended.

___ There is a low probability of cultural resources. Further study is not recommended.

___ If, during construction, cultural resources are encountered, work should be halted or diverted in the immediate area while a qualified archaeologist evaluates the finds and makes recommendations.

___ Due to the archaeological sensitivity of the area, earthmoving during construction should be monitored by a professional archaeologist.

✔ The submission of a cultural resource management report is recommended following guidelines for Archaeological Resource Management Reports prepared by the California Office of Historic Preservation, *Preservation Planning Bulletin 4(a)*, December 1989.

- ✔ Phase I Records search and field survey
- ___ Phase II Testing [Evaluate resource significance; propose mitigation measures for "significant" sites.]
- ___ Phase III Mitigation [Data recovery by excavation, preservation in place, or a combination of the two.]
- ___ Phase IV Monitor earthmoving activities

COMMENTS:

If you have any questions, please contact us.

Eastern Information Center

DEPARTMENT OF THE AIR FORCE
AIR FORCE RESERVE COMMAND

JUN 2 0 2006

MEMORANDUM FOR COUNTY OF RIVERSIDE
ATTN: KIM TRAN, PROJECT PLANNER
PLANNING DEPARTMENT
P.O. BOX 1409
RIVERSIDE, CA 92502-1409

FROM: 452 MSG/CE (BOS)
610 Meyer Drive, Bldg. 2403
March ARB, CA 92518-2166

SUBJECT: Tentative Parcel Map No. 34706 – EA40256

1. The March Air Reserve Base (MARB) review of the proposal for a Schedule E subdivision of 20 gross acres into two (2) parcels located north of Placentia Street, east of Harvill Avenue, and east of I-215 Freeway, Mead Valley Area Plan, Riverside, California, is provided with this memorandum.

2. This development is consistent with compatible land use and MARB mission operations at the proposed location. The site does not occupy any area impacted by current mission aircraft noise, flight paths, or any zones related to localized aircraft incident statistics.

3. Thank you for the opportunity to review and comment on this proposed development. If you have any further questions, please contact Mr. Douglas Adams at (951) 655-7216.

PAMELA M. HANN
Base Civil Engineer

APTOS ST
TANGELO DR
IRIS AVE
RED POPPY LN
GOLDEN RAIN RD
VAN BUREN BLV
KINNOW LN
OWARI LN
CHINOTTO LN
KRAMERIA AVE
LONESTAR LN
LURIN AVE
PLUMMER ST
COLE AVE
MARIPOSA AVE
BARTON ST
COVELL ST
KAISON CIR
DAUBY CT
NANDINA AVE
JEFFERSON ST
WARREN RD
RAY AVE
GASTON RD
COLE LN
LUCK LN
BARTON ST
ELIZABETH ST
BROWN ST
COSTELLO AVE
BURCH ST
NANCE ST
BAILLY ST
BONHAM ST
SAGE ST
HAINES ST
MAYFIELD LN
HAWTHORNE AVE
KUDER AVE
CORSON AVE
MEMORY LN
WOODWARD ST
LUCY WY
DECKER RD
DIABLO DR
BLANDING WY
ROWLAND LN
ELLSWORTH ST
THIFTHART DR
DONNA LN
DARIN DR
MARKHAM ST
C AVE
AVENUE C
AVENUE D
COLE AVE
CABLE LN
DEL PASEO CT
UNA ST
ALEXANDER ST
HALLETT ST
ILA LN
MARY ST
THOMAS LN
PERRY ST
BRYON ST
JEAN ST
DUCHAMP DR
CLARK ST
LANE ST
BYRON ST
MEAD ST
MARTIN ST
KINNEY ST
HICKS ST
DAWES ST
BURNS ST
MOORE ST
WELLS ST
SHORTRIDGE AVE
ROBINSON ST
CARROLL ST
CAJALCO RD
ALVISO RD
MARQUEZ RD
SEATON AVE
PALATINE CIR
MESSENIA LN
CAJALCO EXY
CAR PINES DR
MARTIN ST
STARGLOW DR
RIDER RD
RIDER ST
SOUDER ST
HUNTER ST
MURAL ST
MYRON ST
VERTA ST
ELMWOOD ST
OAKWOOD ST
PINEWOOD ST
DAY ST
ANDERSON RD
BARNES RD
KELLY LN
FIREWOOD ST
HOEHN ST
MACK ST
LEE RD
CEDAR ST
PALM LN
SMOKETREE ST
OLD ELSINORE
CHURCH ST
GHURCH ST
I-215
NATWAR LN
NAKIM LN
JET WY
CALDWELL RD
LLOYD AVE
REVERE PL
FIJI DR
IRIS AVE
MANYANA AVE
MAXY DR
GOERTZEN CT
EMMA LN
BREEZEWOOD ST
STARVIEW ST
SILVERBIRCH RD
SADDLEBROOK LN
CENTURY ST
ABEDUL ST
KRAMERIA AVE
POLARIS DR
ANGELLA WY
NORTHERN DANCER DR
SUPERIOR AVE
KITCHING ST
PLUMERIA LN
RIVARD RD
EDWIN RD
SAN MICHELE RD
GLOBE ST
OLEANDER AVE
CALIFORNIA ST
NANCE ST
ARIZONA ST
WASHINGTON ST
OREGON ST
PATTERSON AVE
MARKHAM ST
PERRY ST
BRENNAN AVE
GOLDENVIEW DR
JOHNSON AVE
VILLA VERONA ST
REDLANDS AVE
RAYONA EXY
WEBSTER AVE
NEVADA AVE
MILLBR ST
INDIANA ST
FERRIS PKWY
MORGAN ST
SINCLAIR ST
EL ARCO DR
MONTERREY LN
HARVILLE AVE
EASTERN TRANSCONTINENTAL
PATTERSON AVE
KENTON LN
VISTA DEL LAGO
WALNUT ST
MONEY LN
RIDER ST
WICKIMBALL RD
EL PROMENADE RD
BARRETT AVE
LAKE VIEW DR
REDLANDS AVE
PLACENTIA ST
PLACENTIA AVE

The Gas Company®

A Sempra Energy® utility

Southern California
Gas Company
1981 W. Lugonia Avenue
Redlands, CA 92374-9720

Mailing Address:
PO Box 3003
Redlands, CA 92373-0306

June 10, 2006

Riverside County Planning Department
P.O. Box 1409
Riverside, CA 92502-1409

Attention: **Kim Tran**

Re: **Tentative Parcel Map No. 34706-EA40256 – RCO 3636**

Dear: **Ms. Tran**

Thank you for the opportunity to review your plans for the above-referenced project. We have no comments or recommendations to submit on this particular development project.

If you need any additional information, please call Gertman Thomas at (909) 335-7733.

Sincerely,

Bryan Wilkie
Technical Services Supervisor

A PUBLIC HEARING has been scheduled, pursuant to Riverside County Land Use and Subdivision Ordinance Nos. 348 460, before the **Riverside County** Planning Commission to consider the project shown below:

CHANGE OF ZONE NO. 7186 / PLOT PLAN NO. 20711 / TENTATIVE PARCEL MAP NO. 34706 / ENVIRONMENTAL IMPACT REPORT NO. 497 – EA40256 – Applicant: Oakmont Industrial Group - Engineer/Rep: Albert A. Webb & Associates - First Supervisorial District – North Perris Zoning District – Mead Valley Area Plan – Community Development: Light Industrial (CD:LI) (.25 to .60 floor to area ratio) - Location: Northerly of Placentia Street, westerly of West Frontage Road, and easterly of Harvill Avenue – 19.8 Gross Acres – Zoning: Manufacturing Heavy (M-H) - **REQUEST:** The Change of Zone proposes to change the zoning of 19.8 gross acres from Manufacturing Heavy (M-H) to Manufacturing- Service Commercial (M-SC). The Plot Plan proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Proposed Building A is approximately 235,500 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 115,500 s.f. for distribution and Proposed Building B is approximately 126,500 square feet (s.f.) which includes 12,200 s.f of office, 61,000 s.f of manufacturing, as well as 53,300 s.f. of distribution. The project will be built in two phases: Phase I will include the construction of Proposed Building A, 334 standard parking spaces, 8 Handicap parking spaces, adjacent loading spaces, landscaping for proposed Parcel 1 and an interim detention basin which is to remain until the completion of downstream drainage facilities; Phase II will include the removal of the interim detention basin, construction of Proposed Building A, 189 standard parking spaces, 7 Handicap parking spaces, adjacent loading spaces, and completion of landscaping for the entire site. Per Ordinance 460 landscaping requirements, the proposed project is required to provide 1.85 acres of landscaping and will be providing 2.68 acres of landscaping. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation. The Tentative Parcel Map proposes a Schedule E subdivision of 19.8 gross acres into two parcels with Parcel 1 being approximately 13.36 gross acres and Parcel 2 being approximately 7.80 gross acres, there is also a .36 acre dedication to the State of California Right of Way. The Environmental Impact Report has been prepared to inform decision makers and the public of the potential environmental affects associated with the proposed development - APN: 317-120-008, 317-120-013, 317-120-015, 317-120-032, and 317-120-035. (Legislative)

TIME OF HEARING:	9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING:	March 5, 2008
PLACE OF HEARING:	RIVERSIDE COUNTY ADMINISTRATIVE CENTER BOARD CHAMBERS, 1ST FLOOR 4080 LEMON STREET RIVERSIDE, CA 92501

For further information regarding this project, please contact Nicole Berumen, at 951-955-2391 or e-mail nberumen@rctlma.org, or go to the County Planning Department's Planning Commission agenda web page at http://www.tlma.co.riverside.ca.us/planning/content/hearings/pc/current_pc.html.

The Riverside County Planning Department has determined that although the proposed project could have a significant effect on the environment, **NO FURTHER ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible. The Planning Commission will consider the proposed application at the public hearing.

The case file for the proposed project may be viewed Monday through Friday, from 8:00 A.M. to 5:00 P.M. at the Planning Department office, located at 4080 Lemon St. 9th Floor, Riverside, CA 92501.

Any person wishing to comment on the proposed project may do so in writing between the date of this notice and the public hearing; or, may appear and be heard at the time and place noted above. All comments received prior to the public hearing will be submitted to the Planning Commission, and the Planning Commission will consider such comments, in addition to any oral testimony, before making a decision on the proposed project.

If this project is challenged in court, the issues may be limited to those raised at the public hearing, described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Be advised that as a result of public hearings and comment, the Planning Commission may amend, in whole or in part, the proposed project. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the proposed project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:
RIVERSIDE COUNTY PLANNING DEPARTMENT, Attn: Nicole Berumen, P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM
PP20711, CZ07186, PM34706
APN's 317-240-008, 013, 015, 032, 035

I, Mickey Zolezio, certify that on
(Print Name)
3/3/2009 the attached property owners list
(Date)
was prepared by County of Riverside / GIS
(Print Company or Individual's Name)
Distance Buffered : 1500'

Pursuant to application requirements furnished by the Riverside County Planning Department; Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Mickey Zolezio

TITLE/REGISTRATION Senior GIS Analyst

ADDRESS: 4080 Lemon St. 2nd Floor

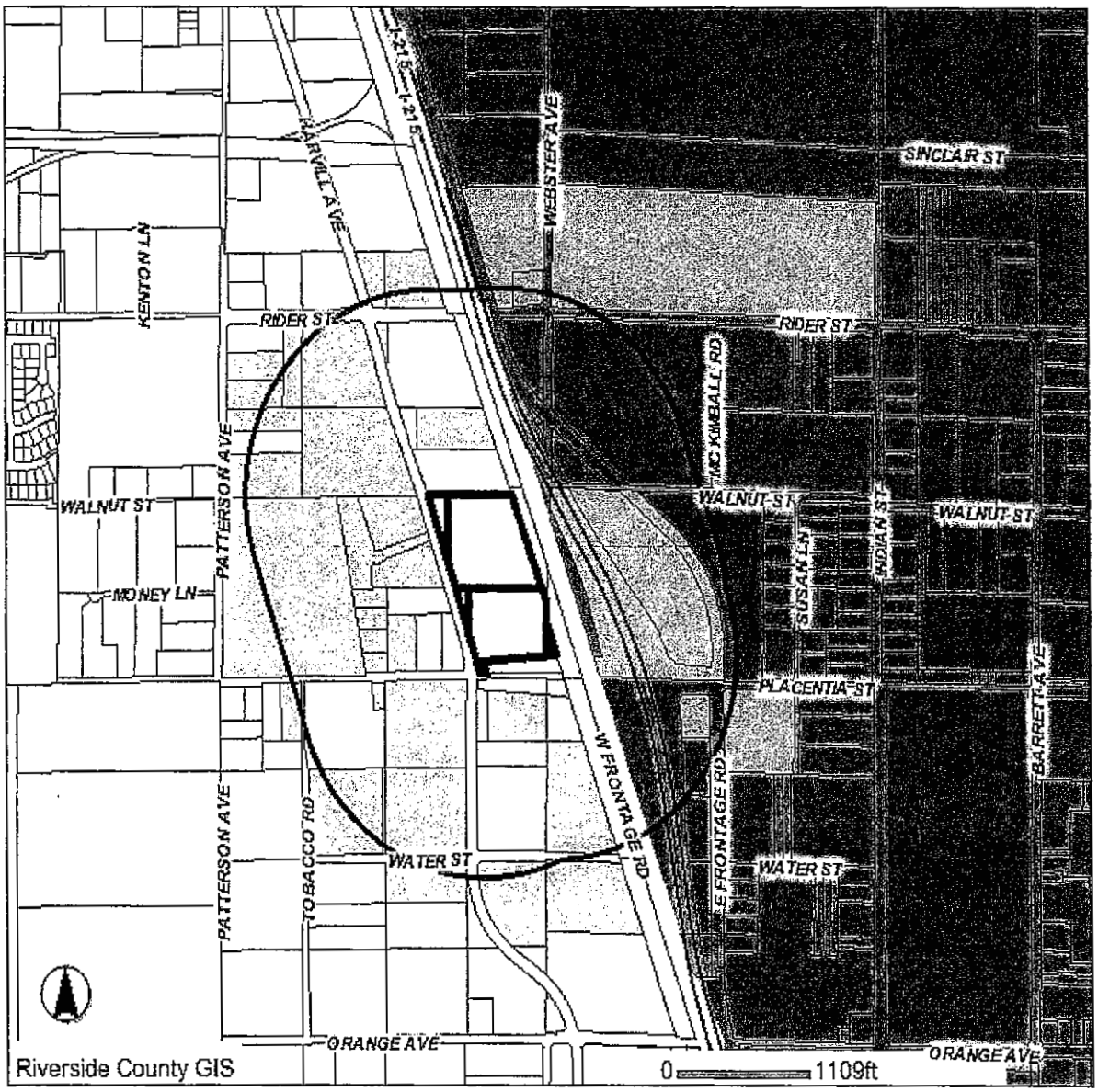
Riverside, CA 92501

TELEPHONE (8 a.m. – 5 p.m.): (951) 955-4649

Verified By Melissa Zolezio 3/4/09

Exp. Aug. 4, 09

PP20711, CZ07186, PM34706



Selected parcel(s):

303-050-002	305-020-017	305-050-051	305-050-057	305-060-015	305-060-019	305-060-021
305-090-047	317-170-016	317-170-023	317-170-024	317-170-033	317-230-019	317-230-020
317-230-021	317-230-022	317-230-036	317-230-038	317-230-042	317-230-044	317-230-049
317-240-001	317-240-008	317-240-017	317-240-019	317-240-020	317-240-021	317-240-028
317-240-043	317-240-044	317-240-045	317-260-004	317-260-007	317-260-015	317-260-016
317-260-018	317-260-027	317-260-033	317-270-015	317-270-017		

IMPORTANT
This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

MAP PRINTED ON...03/3/2009

APN: 305020017 ASMT: 305020017
RITCHIE BROS PROP INC
P O BOX 6429
LINCOLN NE 68506

APN: 305050027 ASMT: 305050027
RIVERSIDE COUNTY TRANSPORTATION
COMMISSION
PO BOX 12008
RIVERSIDE CA 92502

APN: 305050051 ASMT: 305050051
BARKER FAMILY TRUST
1851 OUTPOST DR
LOS ANGELES CA 90068

APN: 305050057 ASMT: 305050057
STATE OF CALIF
C/O DEPT OF TRANS
P O BOX 231
SAN BERNARDINO CA 92402

APN: 305060015 ASMT: 305060015
CLA VAL CO
C/O CONTROLLER
P O BOX 1325
NEWPORT BEACH CA 92659

APN: 305060021 ASMT: 305060021
VICTOR C THOMPSON
JOANN E THOMPSON
809 N ARROYO PL
FULLERTON CA 92833

APN: 317230022 ASMT: 317230022
U TURN FOR CHRIST
20170 PATTERSON AVE
PERRIS CA 92570

APN: 317230036 ASMT: 317230036
WILLLIAM TIM NASH
GLENDA JEAN JOHNSON
3753 TAFT AVE
CHINO CA 91710

APN: 317230038 ASMT: 317230038
GROWTH MANAGEMENT CO
C/O JAHANGEER SHAHIDZADEH
1775 E LINCOLN AVE NO 201
ANAHEIM CA 92805

APN: 317230042 ASMT: 317230042
PWE QRS 1485 INC
PW EAGLE INC
C/O PW EAGLE INC
P O BOX 10049
EUGENE OR 97440

APN: 317230044 ASMT: 317230044
EAGLE PACIFIC INDUSTRIES INC
P O BOX 10049
EUGENE OR 97401

APN: 317230049 ASMT: 317230049
OSCAR CARDENAS
19815 AVENIDA DE ARBOLES
MURRIETA CA 92562

APN: 317240001 ASMT: 317240001
ROBERT WILLIAM BARKER
1851 OUTPOST DR
HOLLYWOOD CA 90068

APN: 317240008 ASMT: 317240008
OAKMONT PERRIS HARVIL STREET
C/O STEPHEN L NELSEN
3520 PIEDMONT RD STE 100
ATLANTA GA 30305

APN: 317240017 ASMT: 317240017
CLIVE HARROLD
20395 SHARON ANN LN
PERRIS CA. 92570

APN: 317240019 ASMT: 317240019
TOLLIE DELANEY
BLANCHE L DELANEY
2532 E WHIDBY LN
ANAHEIM CA 92806

APN: 317240020 ASMT: 317240020
RAY E WILLIAMS
PATSY ANN WILLIAMS
20463 SHARON ANN LN
PERRIS CA 92570

APN: 317240021 ASMT: 317240021
NAOMI BARNES
TEODORA LATORENO
20491 SHARON ANN LN
PERRIS CA. 92570

APN: 317240028 ASMT: 317240028
DAN SAMARIN
DEBRA SAMARIN
603 REPOSADO
LA HABRA HEIGHTS CA 91633

APN: 317240043 ASMT: 317240043
LLOYD M ASHMAN
NANCY M ASHMAN
17 E RIDGE CT
DANVILLE CA 94526

APN: 317240044 ASMT: 317240044
A & M INDUSTRIES
C/O PREMIER LAMINATING
20343 HARVILL AVE
PERRIS CA. 92570

APN: 317240045 ASMT: 317240045
ATI SERVICES
C/O KUMIVA GROUP LLC
1612 W PICO BLV
LOS ANGELES CA 90015

APN: 317260007 ASMT: 317260007
CLASSIC PACIFIC LAND DEV
3197 B AIRPORT LOOK DR
COSTA MESA CA 92626

APN: 317260015 ASMT: 317260015
MIJO INV
JEAN PIERRE ESQUIRE
SUSANNE L ESQUIRE
C/O JEAN P ESQUIRE
43800 CORONADO DR
TEMECULA CA 92592

APN: 317260016 ASMT: 317260016
THRIFTY OIL CO
13116 IMPERIAL HWY
SANTA FE SPGS CA 90670

APN: 317260018 ASMT: 317260018
NEWCOMB B WEISENBERGER
2273 WESTWIND WAY
SIGNAL HILL CA 90755

APN: 317260027 ASMT: 317260027
CLAVAL CO
P O BOX 1325
NEWPORT BEACH CA 92663

APN: 317260033 ASMT: 317260033
LAND DEV
C/O CLASSIC PACIFIC LTD
3197 B AIRPORT LOOP RD
COSTA MESA CA 92626

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1st Supervisor District
Robert Buster, Supervisor
Board of Supervisors, Riverside County
Mail Stop 1001

ATTN: Representative Ken Calvert
California State Representatives
44th District
3400 Central Ave., Suite 200
Riverside, CA 92506

Attn: Planning Director
Planning & Community Development
Department, City of Perris
135 N. D Street
Perris, CA 92570

452nd MSG/CECC
March Air Reserve Base
Civil Engineering - BOS
610 Meyer Dr., Building 2403
March ARB, CA 92518-2166

ATTN: Project Manager - Franklin A. Dancy
Morongo Band of Mission Indians
Dept. of Planning & Building Services
49750 Seminole Dr.
Cabazon, CA 92230

Perris Valley Chamber of Commerce
11 S. D St.
Perris, CA 92570-2126

CALTRANS Division of Aeronautics
P.O. Box 942873
Sacramento, CA 94273

Mead Valley Municipal Advisory council
Attn: Lee Cussins
18810 Springwood, Ln
Perris, CA 92570

ATTN: Borre Winckel
Building Industry Assoc.
3891 11th St.
Riverside, CA 92501-2973

ATTN: Representative Darrell Issa
California State Representatives
49th District
1800 Thibodo Rd., Suite 310
Vista, CA 92083

Cultural Resources Committee,
Pechanga Band of Luiseno Mission Indians
P.O. Box 2183
Temecula, CA 92593

ATTN: Garry Grant
Meadowbrook
Unincorporated Community
27068 Jarvis Ave.
Perris, CA 92570

ATTN: Susan Pangell
Morongo Tribal Council
11581 Potrero Rd.
Banning, CA 92220

ATTN: Nate Pickett
CALTRANS District #8
464 W. 4th Street, 6th Floor
Mail Stop 728
San Bernardino, CA 92401-1400

East Sierra and Inland Deserts, Reg 6
California Department of Fish & Game
3602 Inland Empire Blvd. #C220
Ontario, CA 91764

Oakmont Industrial Group
c/o Michael Johnson
18201 McDurmott Street West
Suite E
Irvine, CA 91614

ATTN: Assemblyman John J. Benoit
California State Assembly
64th District
1223 University Ave., Suite 230
Riverside, CA 92507

ATTN: Senator Jim Battin
California State Senate, 37th District
73-710 Fred Waring Dr., Suite 112
Palm Desert, CA 92260-2574

ATTN: Elizabeth Lovsted
Eastern Municipal Water District
2270 Trumble Rd.
P.O. Box 8300
Perris, CA 92570

ATTN: Robert Martin
Morongo Band of Mission Indians
11581 Potrero Rd.
Banning, CA 92220-6946

ATTN: Emmanuelle Reynolds
Perris Union High School District
155 E. 4th St.
Perris, CA 92570-2124

Val Verde Unified School District
975 W. Morgan St.
Perris, CA 92571-3103

Attn: Marc Brewer
Regional Parks & Open Space District
Riverside County
4600 Crestmore Rd. Mail Stop 2970
Riverside, CA 92509

Albert A Webb Associates
c/o Melissa Perez
3788 McCray St.
Riverside, CA 92506

AVERY®5160® See Instruction Sheet for Easy Peel Feature Feed Paper Easy Peel Labels Use Avery® TEMPLATE 5160®

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

George A. Johnson · Agency Director

Planning Department

Ron Goldman · Planning Director

TO: ☐ Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
☒ County of Riverside County Clerk

FROM: Riverside County Planning Department
☒ 4080 Lemon Street, 9th Floor
P. O. Box 1409
Riverside, CA 92502-1409

☐ 38686 El Cerrito Road
Palm Desert, California 92211

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the California Public Resources Code.

EIR497, Change of Zone No. 7186, Plot Plan No. 20711, Tentative Parcel Map No. 34706
Project Title/Case Numbers

Nicole Berumen
County Contact Person

(951) 955-0545
Phone Number

2006101095
State Clearinghouse Number (if submitted to the State Clearinghouse)

Oakmont Industrial Group
Project Applicant

18201 McDurmott St. West Ste. E, Irvine, CA 91614
Address

Project Location
The project site is located northerly of Placentia Street, westerly of West Frontage Road and easterly of Harvill Avenue in the Mead Valley Area Plan.
Project Description
The Change of Zone proposes to change the zoning of the 21.86 gross acre parcel from Manufacturing- Heavy (M-H) to Manufacturing- Service Commercial (M-SC); The Plot Plan proposes the construction of two (2) manufacturing/ distribution warehouse facilities: Building A is approximately 245,252 square feet (s.f.) which includes 20,000 s.f. of office, 100,000 s.f. of manufacturing, as well as 125,252 s.f. for distribution and Building B is approximately 83,750 square feet (s.f.) which includes 5,000 s.f of office, 25,000 s.f of manufacturing, as well as 53,750 s.f. of distribution. The project includes 447 parking spaces and 32 loading spaces. Along the southern portion of the project site there is a 20' trail easement which is to be dedicated to the County of Riverside Parks & Recreation; The Tentative Parcel Map proposes a Schedule E subdivision of 21.52 gross acres into two parcels: Parcel 1 is 13.63 gross acres and Parcel 2 is 7.53 gross acres. The tenative parcel map also includes a 0.36 acre dedication to the public right-of-way; and, the Environmental Impact Report has been prepared to inform decisions makers and the public of the potential significant environmental effects associated with the development of the proposed project per the California Environmental Quality Act (CEQA) and the Riverside County Rules to implement CEQA.

This is to advise that the Riverside County Board of Supervisors, as the lead agency, has approved the above-referenced project on _____, and has made the following determinations regarding that project:

1. The project WILL have a significant effect on the environment.
2. Environmental Impact Report No. 497 was prepared for this project and certified pursuant to the provisions of the California Environmental Quality Act ($2,768.25plus $64.00)
3. Mitigation measures WERE made a condition of the approval of the project.
4 A Mitigation Monitoring and Reporting Plan/Program WAS adopted.
5. A statement of Overriding Considerations WAS adopted for the project.

This is to certify that the Final Environmental Impact Report, with comments, responses, and record of project approval is available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 9th Floor, Riverside, CA 92501.

_____ _____ _____
Signature *Title* *Date*

Date Received for Filing and Posting at OPR: _____
Y:\Planning Case Files-Riverside office\PP20711\BOS FORMS\PP20711-PM34706 NOD Form.doc Revised 01/15/08p

Please charge deposit fee case#: ZEIR497 ZCFG3712 .2,768.25

FOR COUNTY CLERK'S USE ONLY

COUNTY OF RIVERSIDE * REPRINTED * R0901557
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

4080 Lemon Street
Second Floor
Riverside, CA 92502
(951) 955-3200

39493 Los Alamos Road
Suite A
Murrieta, CA 92563
(951) 600-6100

38686 El Cerrito Road
Palm Desert, CA 92211
(760) 863-8277

****
****

Received from: OAKMONT INDUSTRIAL GROUP $161.50
paid by: CK 369
paid towards: CFG03712 CALIF FISH & GAME: DOC FEE
CA FISH AND GAME FOR EA40256
at parcel #:
appl type: CFG3

By_____ Feb 03, 2009 16:07
SBROSTRO posting date Feb 03, 2009

****
****

Account Code	Description	Amount
658353120100208100	CF&G TRUST	$161.50

Overpayments of less than $5.00 will not be refunded!

Additional info at www.rctlma.org

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COUNTY OF RIVERSIDE * REPRINTED * R0801571
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

4080 Lemon Street	39493 Los Alamos Road	38686 El Cerrito Road
Second Floor	Suite A	Palm Desert, CA 92211
Riverside, CA 92502	Murrieta, CA 92563	(760) 863-8277
(951) 955-3200	(951) 600-6100	

****

Received from: OAKMONT INDUSTRIAL GROUP $2,606.75
paid by: CK 1191
paid towards: CFG03712 CALIF FISH & GAME: DOC FEE
CA FISH AND GAME FOR EA40256
at parcel #:
appl type: CFG3

By_____ Feb 14, 2008 13:34
MBRASWEL posting date Feb 14, 2008

****

Account Code	Description	Amount
658353120100208100	CF&G TRUST	$2,606.75

Overpayments of less than $5.00 will not be refunded!

Additional info at www.rctlma.org

COPY 1-CUSTOMER * REPRINTED *

COUNTY OF RIVERSIDE * REPRINTED * R0515847
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

4080 Lemon Street
Second Floor
Riverside, CA 92502
(951) 955-3200

39493 Los Alamos Road
Suite A
Murrieta, CA 92563
(951) 600-6100

38686 El Cerrito Road
Palm Desert, CA 92211
(760) 863-8277

****

Received from: OAKMONT INDUSTRIAL GROUP $64.00
paid by: CK 124
paid towards: CFG03712 CALIF FISH & GAME: DOC FEE
CA FISH AND GAME FOR EA40256
at parcel #:
appl type: CFG3

By_____ Aug 03, 2005 14:37
CYUHAS posting date Aug 03, 2005

****

Account Code	Description	Amount
658353120100208100	CF&G TRUST: RECORD FEES	$64.00

Overpayments of less than $5.00 will not be refunded!

Additional info at www.rctlma.org

COPY 1-CUSTOMER * REPRINTED *

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

16.1.

1:30 p.m. being the time set for public hearing on the application submitted by Stadium Properties, LLC - KWC Engineers on General Plan Amendment No. 882, Change of Zone No. 7533, Conditional Use Permit No. 3555-(Mitigated Negative Declaration). The General Plan Amendment proposes to change the project sites current General Plan Land Use Designation from Rural Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ration) per theCommercial Retail Overlay Area. The Change of Zone proposes to change the current sites current zoning classification from Residential Agricultural (R-A) to General Commercial (C-1/C-P) for consistency purposes and the Conditional Use Permit proposes to construct a Mini Warehouse facility consisting of two (2) two-story buildings and four (4) single-story buildings including an office and Caretaker Residence in the Prado-Mira Loma Area – Jurupa Area Plan, 2nd District, the Vice-Chairman called the matter for hearing.

Supervisor Tavaglione is proposing a continuance for 90 days to encourage the three involved parties to meet and come up with a solution to the dispute.

Bill Morrow, California State Senator, concurred to a continuance.

On motion of Supervisor Tavaglione, seconded by Supervisor Wilson, and duly carried, IT WAS ORDERED that the above matter be continued to April 21, 2009, at 1:30 p.m., to encourage the Jurupa Community Service District to meet with the other two parties to come up with a solution.

Roll Call:
Ayes: Buster, Tavaglione, Wilson and Ashley
Nays: None
Absent: Stone

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on January 27, 2009 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: January 27, 2009
Nancy Romero, Clerk of the Board of Supervisors, in
(seal) and for the County of Riverside, State of California.

By: _____ Deputy

AGENDA NO.

xc: Planning(2), Applicant, Engr., COB

16.2

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

227B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
November 7, 2008

SUBJECT: GENERAL PLAN AMENDMENT NO. 882, CHANGE OF ZONE NO. 7533, CONDITIONAL USE PERMIT NO. 3555,– (Mitigated Negative Declaration) – Applicant: Stadium Properties , LLC – Engineer / Representative: KWC Engineers - Second Supervisorial District – Prado-Mira Loma Area – Jurupa Area Plan: Community Development: Commercial Retail (CD:CR) (0.20-0.35 Floor Area Ratio) – Location: Northerly of 63rd Street, and southerly of Limonite Avenue – 4.30 Gross Acres - Zoning: Residential Agriculture (R-A), Scenic Highway Commercial (C-P-S) and Light Agriculture (A-1) - **REQUEST:** The General Plan Amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) per the Commercial Retail Overlay Area. The Change of Zone proposes to change the project site's current zoning classification from *Residential Agricultural* (R-A) to General Commercial (C-1/C-P) for consistency purposes. The Conditional Use Permit proposes to construct a Mini Warehouse facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence; the project includes a total building area of 141,458 sq. ft., and 4 parking spaces. Building 'A' consists of 16,422 sq ft., Building 'B-1' consists of 4,973 sq. ft., Building 'B-2' consists of 8,794 sq. ft., Building 'B-3' consists of 9,169 sq. ft., Building 'C' consists of 49,700 sq. ft., and Building 'D' consists of 49,700 sq. ft. Building 'A' includes a 900 sq. ft. office and a 1,350 sq. ft. residence including a 450 sq. ft. garage.

REVIEWED BY EXECUTIVE OFFICE
DATE 11/10/08
Tina Grande
Departmental Concurrence

RECOMMENDED MOTION:

ADOPTION of a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41419**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,

TENTATIVE APPROVAL of **GENERAL PLAN AMENDMENT NO. 882** amending the Land Use

Ron Goldman
Planning Director

RG:db

(CONTINUED ON ATTACHED PAGE)

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref. | **District:** Second | **Agenda Number:**

designation for the subject property from "Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum)" to "Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio)"; in accordance with Exhibit # 6;

TENTATIVE APPROVAL of **CHANGE OF ZONE NO. 7533,** amending the zoning classification for the subject property from Residential Agricultural (R-A) to General Commercial (C-1/C-P), in accordance with Exhibit # 2; and,

APPROVAL of **CONDITIONAL USE PERMIT NO. 3555**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

PLANNING COMMISSION
MINUTE ORDER NOVEMBER 5, 2008
RIVERSIDE COUNTY ADMINISTRATIVE CENTER

I. **AGENDA ITEM 6.1: GENERAL PLAN AMENDMENT NO. 882 / CHANGE OF ZONE NO. 7533 / CONDITIONAL USE PERMIT NO. 3555** – Intent to Adopt a Mitigated Negative Declaration – Applicant: Stadium Properties, LLC – Engineer/Representative: KWC Engineers – Second Supervisorial District – Prado-Mira Loma Zoning District – Jurupa Area Plan – Rural Community: Low Density Residential (RC:LDR) (½ Acre Minimum) – Commercial Retail Overlay Area – Location: Southerly of Limonite Avenue, northerly of 63 Street, and westerly of Etiwanda Avenue – 4.30 Gross Acres – Zoning: Residential Agriculture (R-A) – APN: 157-250-002. (Continued from 10/1/08). (Legislative)

II. **PROJECT DESCRIPTION**

The general plan amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) per the Commercial Retail Overly Area. The change of zone proposes to change the project site's current zoning classification from Residential Agricultural (R-A) to General Commercial (C-1/C-P) for consistency purposes. The conditional use permit proposes to construct a Self Storage facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence; the project includes a total building area of 141,458 square feet, 4 parking stalls including 1 ADA for persons with disabilities, and 32,307 square feet of landscaping on a 4.30 gross acre lot. Building 'A' consists of 16,422 square feet, Building 'B-1' consists of 4,973 square feet, Building 'B-2' consists of 8,794 square feet, Building 'B-3' consists of 9,169 square feet, Building 'C' consists of 49,700 square feet, and Building 'D' consists of 49,700 square feet. Building 'A' includes a 900 square feet office and a 1,350 square feet residence including a 450 square feet garage.

III. **MEETING SUMMARY**

The following staff presented the subject proposal:
Project Planner, Russell Brady, at 951-955-1888 or e-mail rbrady@rctlma.org.

The following spoke in favor of the subject proposal:
Charles Schultz, Applicant, 4333 Orange #18, Riverside, California 92501

The following spoke in opposition of the subject proposal:
Dan Rodriguez, Other Interested Person
Stephen Anderson, Neighbor, 11378 Pena Way, Mira Loma, California 91752

The following did not wish to speak but gave time to Stephen Anderson:
Betty Anderson, 11378 Pena Way, Mira Loma, California 91752

No one spoke in a neutral position of the subject proposal.

IV. **CONTROVERSIAL ISSUES**

Representatives from the Jurupa Area Recreation and Park District argue that the project site was unlawfully sold to the current owner and that the land use should be a park.

V. **PLANNING COMMISSION ACTION**

The Planning Commission, by a vote of 5-0, recommended to the Board of Supervisors;

ADOPTION of a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41419**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,

TENTATIVE APPROVAL of **GENERAL PLAN AMENDMENT NO. 882** amending the Land Use designation for the subject property from "Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum)" to "Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio)"; in accordance with Exhibit # 6;

TENTATIVE APPROVAL of **CHANGE OF ZONE NO. 7533,** amending the zoning classification for the subject property from Residential Agricultural (R-A) to General Commercial (C-1/C-P), in accordance with Exhibit # 2; and,

APPROVAL of **CONDITIONAL USE PERMIT NO. 3555**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report

VI. CD

The entire discussion of this agenda item can be found on CD. For a copy of the CD, please contact Chantell Griffin, Planning Commission Secretary, at (951) 955-3251 or E-mail at cgriffin@rctlma.org.

PLANNING COMMISSION
MINUTE ORDER OCTOBER 1, 2008
RIVERSIDE COUNTY ADMINISTRATIVE CENTER

I. AGENDA ITEM 5.8: GENERAL PLAN AMENDMENT NO. 882 / CHANGE OF ZONE NO. 7533 / CONDITIONAL USE PERMIT NO. 3555 – Intent to Adopt a Mitigated Negative Declaration – Applicant: Stadium Properties, LLC – Engineer/Representative: KWC Engineers – Second Supervisorial District – Prado-Mira Loma Zoning District – Jurupa Area Plan – Rural Community: Low Density Residential (RC:LDR) (½ Acre Minimum) – Commercial Retail Overlay Area – Location: Southerly of Limonite Avenue, northerly of 63 Street, and westerly of Etiwanda Avenue – 4.30 Gross Acres – Zoning: Residential Agriculture (R-A) – APN: 157-250-002. (Legislative)

II. PROJECT DESCRIPTION

The General Plan Amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) per the Commercial Retail Overly Area. The Change of Zone proposes to change the project site's current zoning classification from Residential Agricultural (R-A) to General Commercial (C-1/C-P) for consistency purposes. The Conditional Use Permit proposes to construct a Self Storage facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence; the project includes a total building area of 141,458 square feet, 4 parking stalls including 1 ADA for persons with disabilities, and 32,307 square feet of landscaping on a 4.30 gross acre lot. Building 'A' consists of 16,422 square feet, Building 'B-1' consists of 4,973 square feet, Building 'B-2' consists of 8,794 square feet, Building 'B-3' consists of 9,169 square feet, Building 'C' consists of 49,700 square feet, and Building 'D' consists of 49,700 square feet. Building 'A' includes a 900 square feet office and a 1,350 square feet residence including a 450 square feet garage.

III. MEETING SUMMARY

The following staff presented the subject proposal:
Project Planner, Russell Brady, at 951-955-1888 or e-mail rbrady@rctlma.org.

The following spoke in favor of the subject proposal:
Charles Schultz, Applicant, 4333 Orange #18, Riverside, California 92501
Woodrow W. Harpole, Applicant, 63 W. Grand Blvd., Corona, California 92882
Ed Sloman, Applicant's Representative, 1880 Compton Ave., Corona, California 92881
Ariel Valli, Applicant's Representative, 81 Columbia #200, Aliso Viejo, California 92656

The following spoke in opposition of the subject proposal:
Rachael Lopez, Other Interested Person, 6597 Lucnetia Ave., Mira Loma, California 91752
Stephen Anderson, Neighbor, 11378 Pena Way, Mira Loma, California 91752
Dan Rodriguez, Other Interested Person
Robert M. Hernandez, Other Interested Person, 5730 Sepulveda Way
Justin Bock, Other Interested Person
Liz McCormick, Other Interested Person

No one spoke in a neutral position of the subject proposal.

IV. CONTROVERSIAL ISSUES

Representatives from the Jurupa Area Recreation and Park District argue that the project site was unlawfully sold to the current owner and that the land use should be a park.

PLANNING COMMISSION
MINUTE ORDER OCTOBER 1, 2008
RIVERSIDE COUNTY ADMINISTRATIVE CENTER

V. PLANNING COMMISSION ACTION

The Planning Commission, by a vote of 3-2 (Commissioner Petty and Commissioner Zuppardo Opposed), continued the subject proposal to 11/5/08.

VI. CD

The entire discussion of this agenda item can be found on CD. For a copy of the CD, please contact Chantell Griffin, Planning Commission Secretary, at (951) 955-3251 or E-mail at cgriffin@rctlma.org.

Agenda Item No.: 3.1
Area Plan: Jurupa
Zoning District: Prado-Mira Loma
Supervisorial District: Second
Project Planner: Russell Brady
Planning Commission: November 5, 2008
Continued From: October 1, 2008

GENERAL PLAN AMENDMENT NO. 882
CHANGE OF ZONE NO. 7533
CONDITIONAL USE PERMIT NO. 3555
E.A.: 41419
Applicant: Stadium Properties, L.L.C.
Engineer/Rep.: KWC Engineers

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

General Plan Amendment No. 882 proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) per the Commercial Retail Overly Area.

Change of Zone No. 7533 proposes to change the project site's current zoning classification from Residential Agricultural (R-A) to General Commercial (C-1/C-P) for consistency purposes.

Conditional Use Permit No. 3555 proposes to construct a Self Storage facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence; the project includes a total building area of 141,458 sq. ft., 4 parking stalls including 1 ADA for persons with disabilities, and 32,307 sq. ft. of landscaping on a 4.30 gross acre lot. Building 'A' consists of 16,422 sq ft., Building 'B-1' consists of 4,973 sq. ft., Building 'B-2' consists of 8,794 sq. ft., Building 'B-3' consists of 9,169 sq. ft., Building 'C' consists of 49,700 sq. ft., and Building 'D' consists of 49,700 sq. ft. Building 'A' includes a 900 sq. ft. office and a 1,350 sq. ft. residence including a 450 sq. ft. garage.

The project site is located within the Community of Mira Loma of the Jurupa Area Plan of Western Riverside County; more specifically, northerly of 63rd Street and southerly of Limonite Avenue.

FURTHER PLANNING CONSIDERATIONS: October 20, 2008

At the October 1, 2008 Planning Commission hearing, testimony was provide to the Commission detailing the history of the project site and Jurupa Area Recreation & Parks District (JARPD) desire to either use eminent domain or to negotiate with the owner to obtain the property. The Commission continued the project to allow additional time for JARPD and the project applicant to discuss the possible sale of the property. At the time of this writing, staff is unaware if any discussions or progress has been made between the two parties.

SUMMARY OF FINDINGS:

1.	Proposed General Plan Land Use (Ex. #6):	Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio)
2.	Surrounding General Plan Land Use (Ex. #6):	Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to the north, south and west, and Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) to the east
3.	Proposed Zoning (Ex. #2):	General Commercial (C-1/C-P)
4.	Surrounding Zoning (Ex. #2):	Residential Agricultural (R-A) to the north and

RM 10/20.08

	west, Scenic Highway Commercial (C-P-S) to the east, and Light Agriculture to the south
5. Existing Land Use (Ex. #1):	Vacant Land
6. Surrounding Land Use (Ex. #1):	Single Family Residences to the north and south, Commercial Shopping Center to the east, and Vacant Land to the west
7. Project Data:	Total Acreage: 4.30 Gross Acres Total Building Area: 141,458 sq. ft. Total Landscaping: 32,307 sq. ft. (18.6%)
7. Environmental Concerns:	See attached environmental assessment

RECOMMENDATIONS:

ADOPTION of a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41419**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,

TENTATIVE APPROVAL of **GENERAL PLAN AMENDMENT NO. 882** amending the Land Use designation for the subject property from "Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum)" to "Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio)"; in accordance with Exhibit # 6;

TENTATIVE APPROVAL of **CHANGE OF ZONE NO. 7533,** amending the zoning classification for the subject property from Residential Agricultural (R-A) to General Commercial (C-1/C-P), in accordance with Exhibit # 2; and,

APPROVAL of **CONDITIONAL USE PERMIT NO. 3555**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

CONCLUSIONS:

1. The proposed project is in conformance with the proposed Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) Land Use Designation, and with all other elements of the Riverside County General Plan.

2. The proposed project is consistent with the proposed General Commercial (C-1/C-P) zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.

3. The public's health, safety, and general welfare are protected through project design.

4. The proposed project is conditionally compatible with the present and future logical development of the area.

5. The proposed project will not have a significant effect on the environment.

6. The proposed project will not preclude reserve design for the Multi-Species Habitat Conservation Plan (MSCHP).

FINDINGS: The following findings are in addition to those incorporated in the summary of findings, and in the attached environmental assessment, which is incorporated herein by reference.

1. The project site is designated Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) on the Jurupa Area Plan.

2. The project is proposing a General Plan Amendment that will amend the General Plan and change the project site's Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) land use designation to a Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) land use designation.

3. The project is located within a Community Development Overlay which allows for the amending of the General Plan from a Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) land use designation to a Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) land use designation.

4. The proposed use, a self-storage facility, is a permitted use in the Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) land use designation.

5. The project site is surrounded by properties which are designated Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to the north, south and west, and Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) to the east.

6. The zoning for the subject site is Residential Agricultural (R-A).

7. The proposed zoning for the subject site is General Commercial (C-1/C-P).

8. The proposed use, a self-storage facility, is a permitted use, subject to approval of a conditional use permit, in the General Commercial (C-1/C-P) zone.

9. The proposed use, a self-storage facility, is consistent with the development standards set forth in the General Commercial (C-1/C-P) zone.

10. The project site is surrounded by properties which are zoned Residential Agricultural (R-A) to the north and west, Scenic Highway Commercial (C-P-S) to the east, and Light Agriculture (A-1) to the south.

11. Environmental Assessment No. 41419 identified the following potentially significant impacts:

    a. Biological Resources
    b. Cultural Resources
    c. Hydrology/Water Quality
    d. Land Use/Planning
    e. Transportation/Traffic
    f. Utilities/Service Systems

These listed impacts will be fully mitigated by the measures indicated in the environmental assessment, conditions of approval, and attached letters. No other significant impacts were identified.

INFORMATIONAL ITEMS:

1. As of this writing, a letter in opposition from the Jurupa Area Recreation and Park District (JARPD) has been received indicating that the subject property was not properly notified as a surplus property by the Jurupa Community Services District (JCSD) pursuant to Government Code ("GC") §54222 to JARPD and other public agencies. The purpose of these documents concerned the ownership and past sale of the true property to the current owner.

2. The project site is not located within:
   a. A city sphere of influence,
   b. A 100-year flood plain,
   c. An area drainage plan,
   d. A dam inundation area,
   e. The Stephens Kangaroo Rat Fee Area or Core Reserve Area,
   f. A MSHCP Cell,
   g. An airport influence area or compatibility zone,
   h. Indian Tribal Land,
   i. A Fault Zone,
   j. A County Service Area; and,
   k. A Community Facility District.

3. The project site is locate within:
   a. The boundaries of the Jurupa Area Plan,
   b. The Jurupa Area Recreation and Parks District,
   c. The Jurupa Valley Redevelopment Area,
   d. An area of very high liquefaction potential,
   e. The Santa Ana River Watershed,
   f. The Corona-Norco unified School District,
   g. An area susceptible to subsidence; and,
   h. An area of high paleontological sensitivity (High A).

4. The subject site is currently designated as Assessor's Parcel Number 157-250-002.

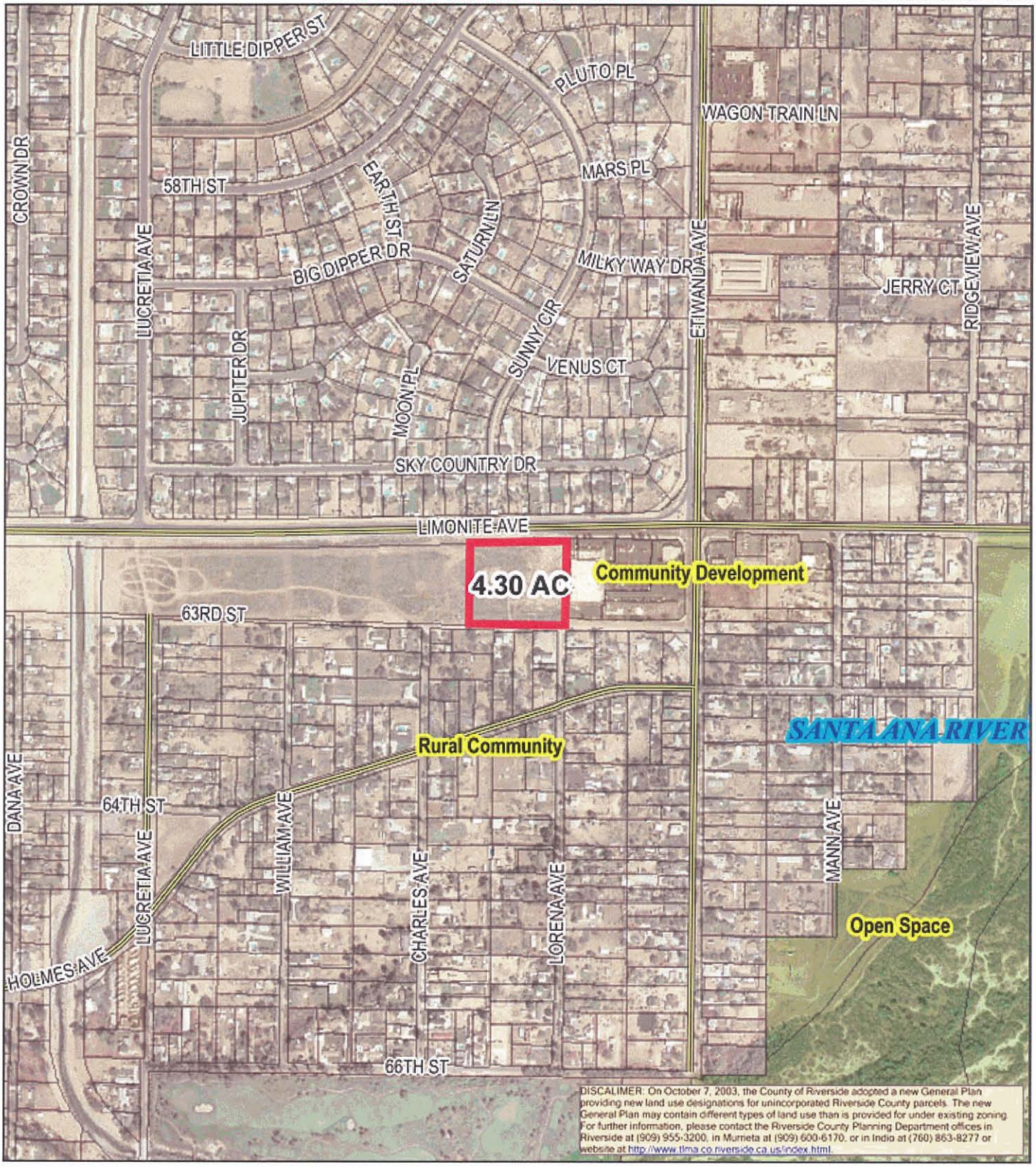
RB:bc
Y:\Planning Master Forms\Staff Report.doc

Supervisor Tavaglione
District 2
Date Drawn: 6/18/08

GPA00882

DEVELOPMENT OPPORTUNITY

Planner: Andrew Gonzalez
Date: 07/23/08
Exhibit Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

District
Plan: Prado-Mira Loma
Township/Range: T2SR6W
Section: 29

Assessors
Bk. Pg. 157-25
Thomas
Bros. Pg. 683 H5

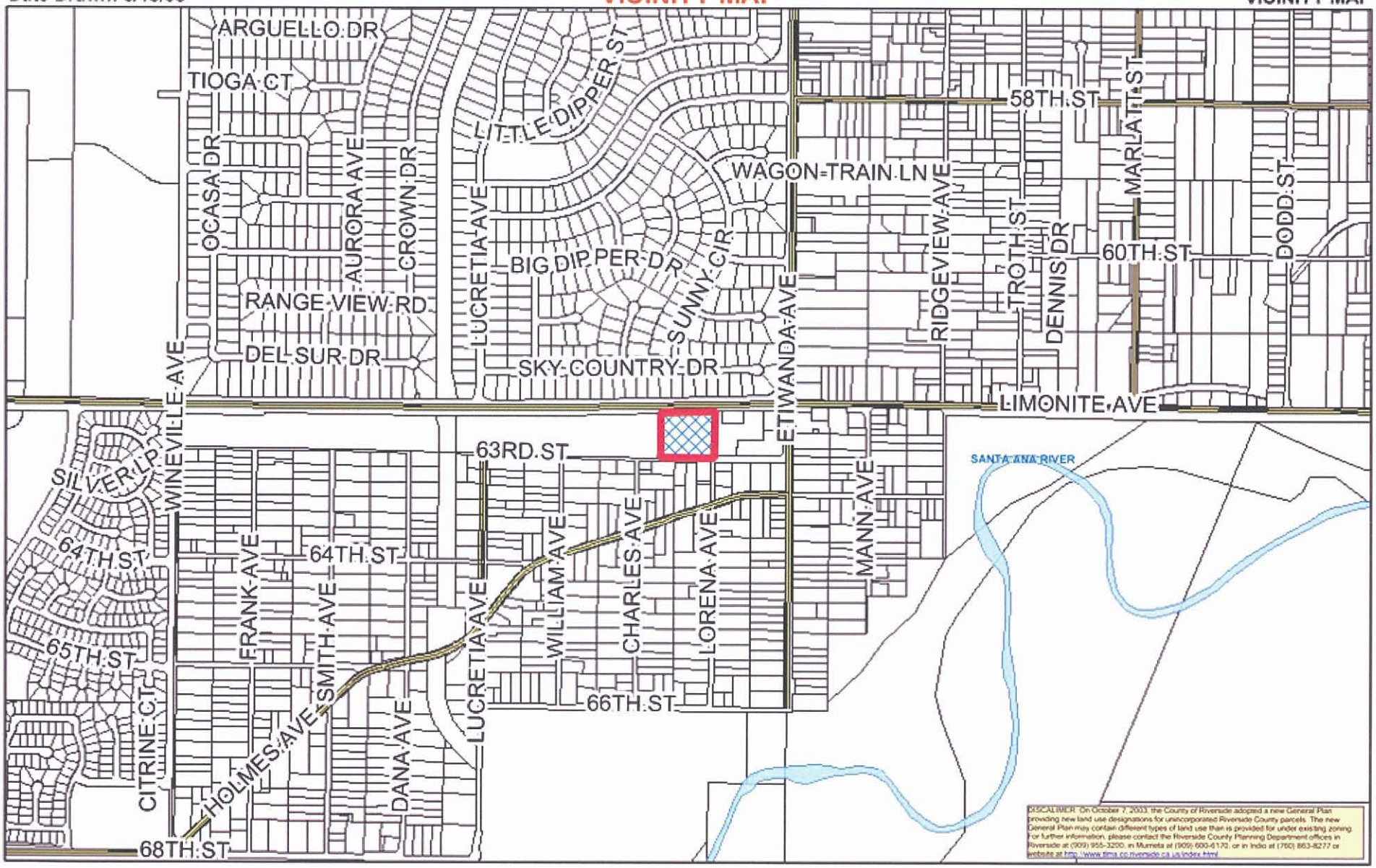
0 455 910 1,820 2,730
Feet

Supervisor Tavaglione
District 2
Date Drawn: 6/18/08

GPA00882

VICINITY MAP

Planner: Andrew Gonzalez
Date: 7/23/08
VICINITY MAP



Zone
District: Prado-Mira Loma
Township/Range: T2SR6W
Section : 29

RIVERSIDE COUNTY PLANNING DEPARTMENT

0 1,250 2,500 5,000 7,500 Feet

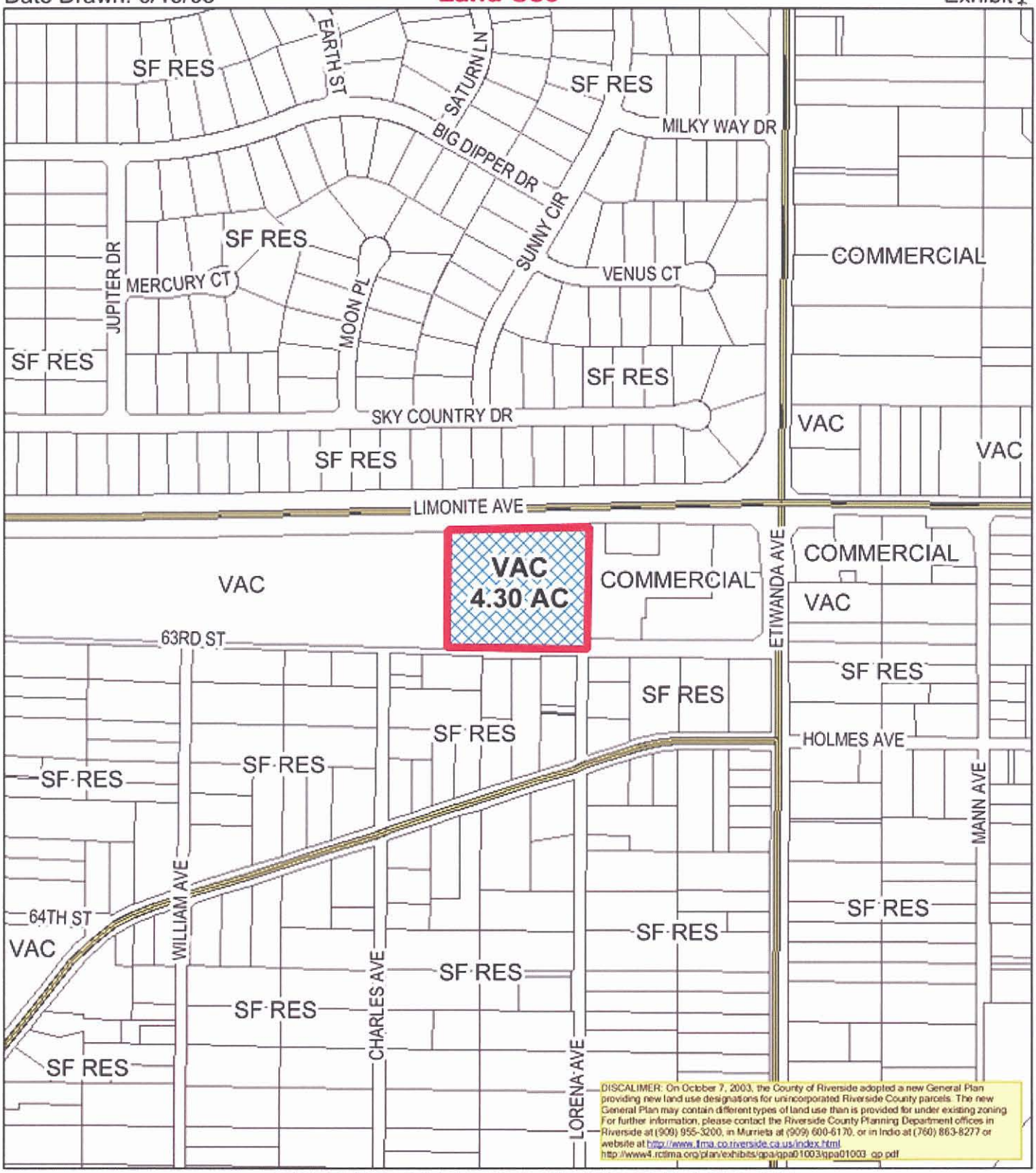
Assessors
Bk. Pg. 157-25
Thomas
Bros. Pg. 683 H5

Supervisor Tavaglione
District 2
Date Drawn: 6/18/08

GPA00882

Land Use

Planner: Andrew Gonzalez
Date: 7/23/08
Exhibit 1



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Prado-Mira Loma
Township/Range: T2SR6W
Section: 29

Assessors
Bk. Pg. 157-25
Thomas
Bros. Pg. 683 H5

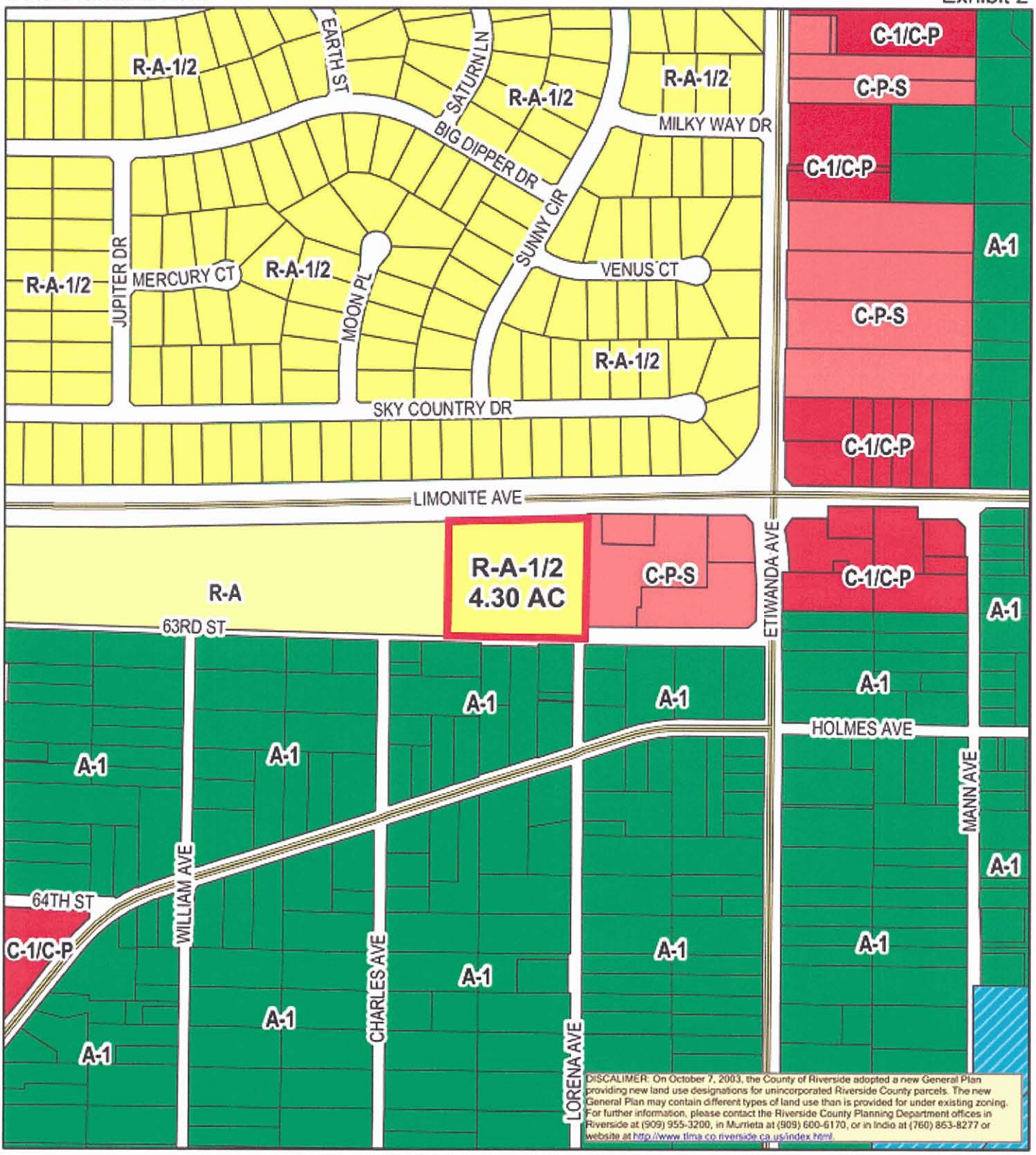
0 300 600 1,200 1,800
Feet

Supervisor Tavaglione
District 2
Date Drawn: 6/18/08

GPA00882

EXISTING ZONING

Planner: Andrew Gonzalez
Date: 7/23/08
Exhibit 2



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Prado-Mira Loma
Township/Range: T2SR6W
Section : 29

Assessors
Bk. Pg. 157-25
Thomas
Bros. Pg. 683 H5

N
W E
S

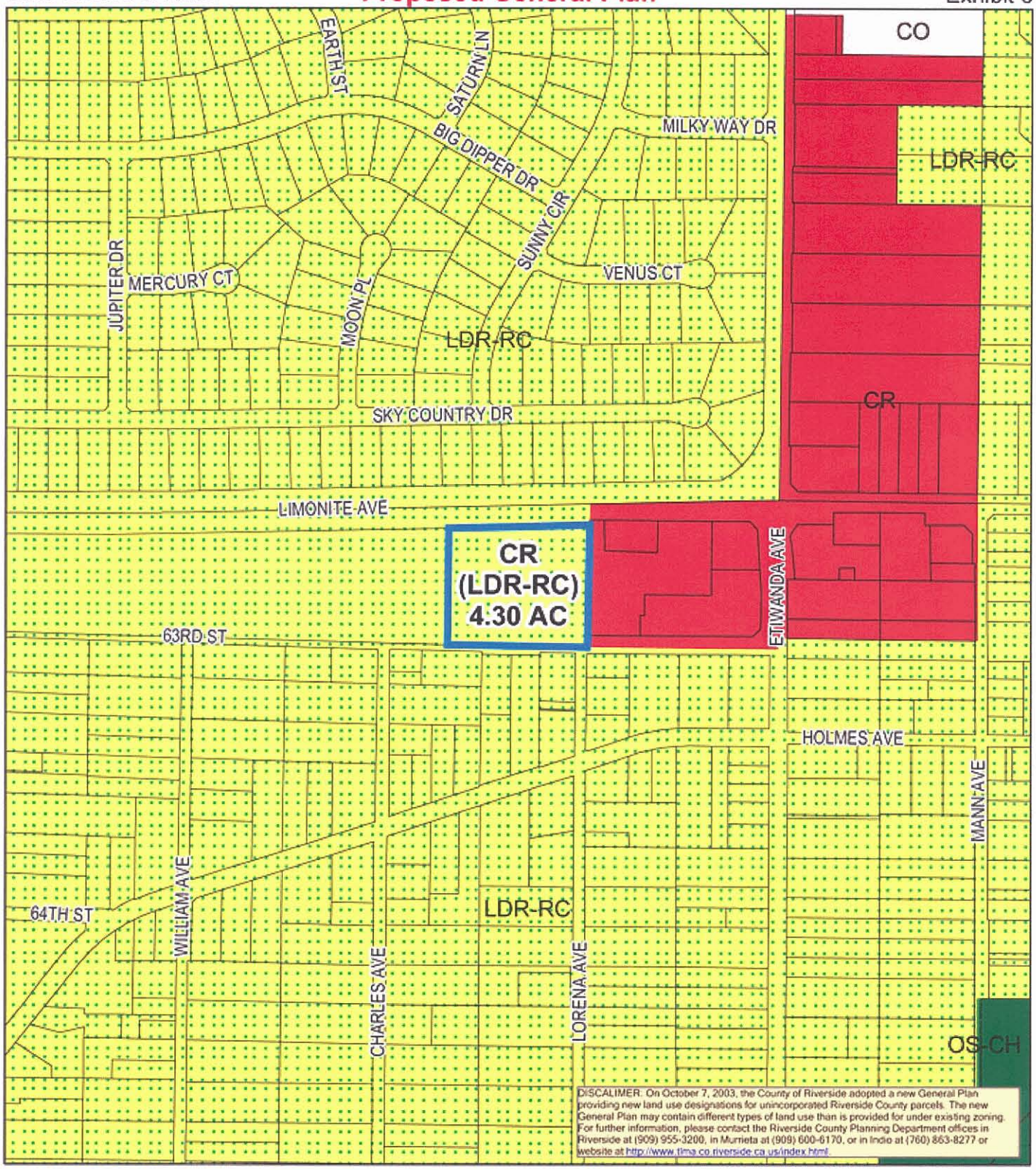
0 300 600 1,200 1,800
Feet

Supervisor Tavaglione
District 2
Date Drawn: 6/18/08

GPA00882

Proposed General Plan

Planner: Andrew Gonzalez
Date: 7/23/08
Exhibit 6



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
District: Prado-Mira Loma
Township/Range: T2SR6W
Section : 29

Assessors
Bk.Pg. 157-25
Thomas
Bros. Pg. 683 H5

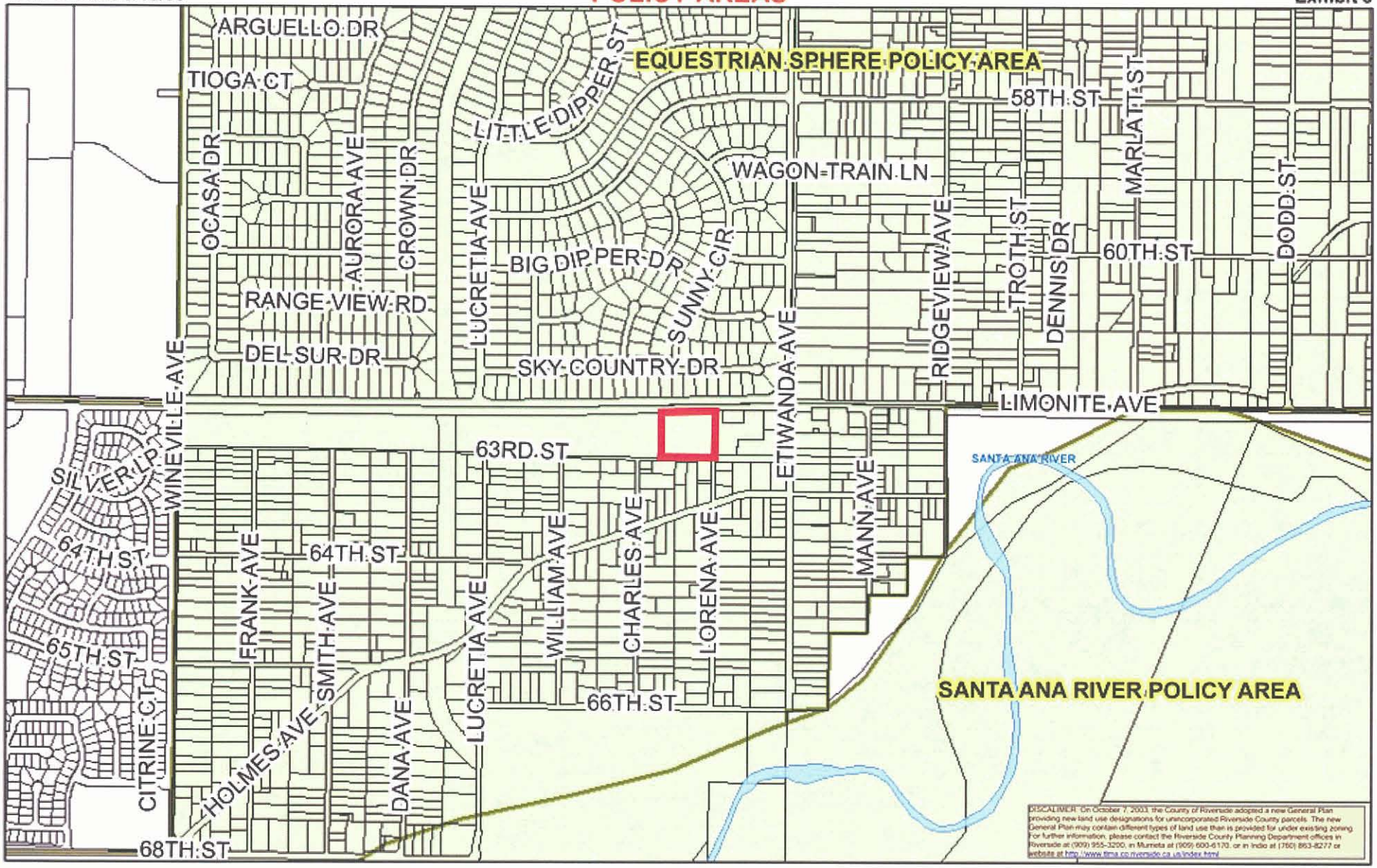
0 300 600 1,200 1,800
Feet

Supervisor Tavaglione
District 2
Date Drawn: 6/18/08

GPA00882

POLICY AREAS

Planner: Andrew Gonzalez
Date: 7/23/08
Exhibit 8

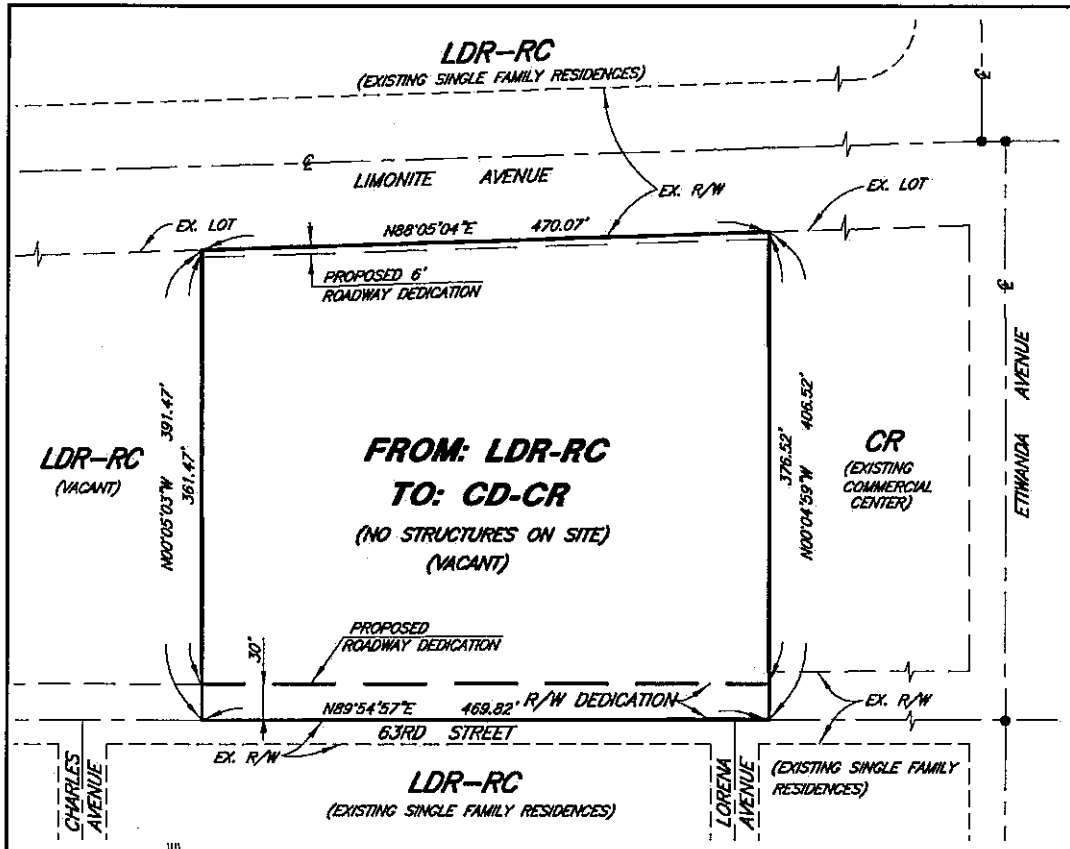


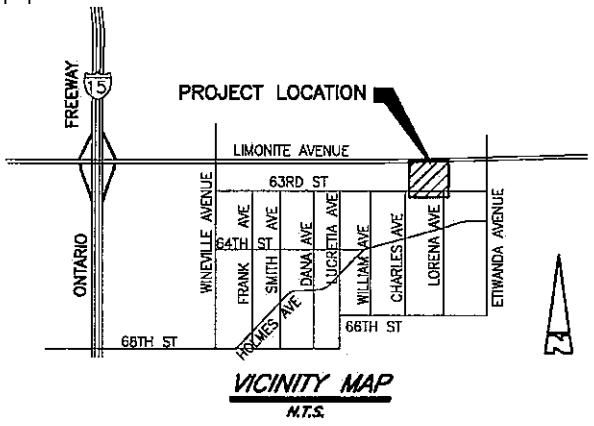
Zone
District: Prado-Mira Loma
Township/Range: T2SR6W
Section : 29

RIVERSIDE COUNTY PLANNING DEPARTMENT

0 1,250 2,500 5,000 7,500 Feet

Assessors
Bk. Pg. 157-25
Thomas
Bros. Pg. 683 H5





VICINITY MAP
N.T.S.

GENERAL NOTES

OWNER/APPLICANT:

STADIUM PROPERTIES, LLC
3151 AIRWAY AVENUE, H-3
COSTA MESA, CA 92626
(714) 444-4908

ENGINEER:

KWC ENGINEERS
1880 COMPTON AVE., SUITE 100
CORONA, CA. 92881
(951) 734-2130

ASSESSOR'S PARCEL NO.

157-250-002

ACREAGE

0.07 ACRES	LIMONITE DEDICATION
3.91 ACRES	DEVELOPED SITE (NET)
0.32 ACRES	63rd ST. DEDICATION
4.30 ACRES	TOTAL AREA (GROSS)

AMENDMENT DESCRIPTION

AMEND PARCEL 2, PARCEL MAP 7139
FROM LDR-RC TO CD-CR
(4.3 ACRES)

NOTE

SITE IS LOCATED WITHIN A COMMERCIAL RETAIL RETAIL OVERLAY AND AN EQUESTRIAN SPHERE POLICY AREA.

LAND USE:

EXISTING LAND USE: VACANT
PROPOSED LAND USE: MINI STORAGE
EXISTING ZONING: R-A-1/2
PROPOSED ZONING: C-1/C-P
EXISTING GENERAL PLAN DESIGNATION: LDR-RC
PROPOSED GENERAL PLAN DESIGNATION: CD-CR

UTILITIES:

WATER:	SANTA ANA RIVER WATER COMPANY
SEWER:	JURUPA COMMUNITY SERVICES
ELECTRIC:	SOUTHERN CALIFORNIA EDISON COMPANY
GAS:	SOUTHERN CALIFORNIA GAS CO. - BEAUMONT SOUTHERN CALIFORNIA GAS CO. - RIVERSIDE
PHONE:	SBC/PACIFIC BELL CHARTER COMMUNICATIONS

SCHOOL DISTRICT:

CORONA-NORCO UNIFIED SCHOOL DISRICT

NOTES:

1. 2005- THOMAS GUIDE MAP BOOK: PAGE 683, GRIDS H5 AND H6.
2. THE PROPOSED PROJECT SITE IS LOCATED WITHIN A COMMERCIAL RETAIL OVERLAY AND AN EQUESTRIAN SPHERE POLICY AREA.

EXHIBIT A
GPA ____
Dated: 8/16/07
Planner:

LEGAL DESCRIPTION:

PARCEL 2 AND LOT "A" OF PARCEL MAP NO. 7139, RECORDED IN PARCEL MAP BOOK 25, PAGE 65, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

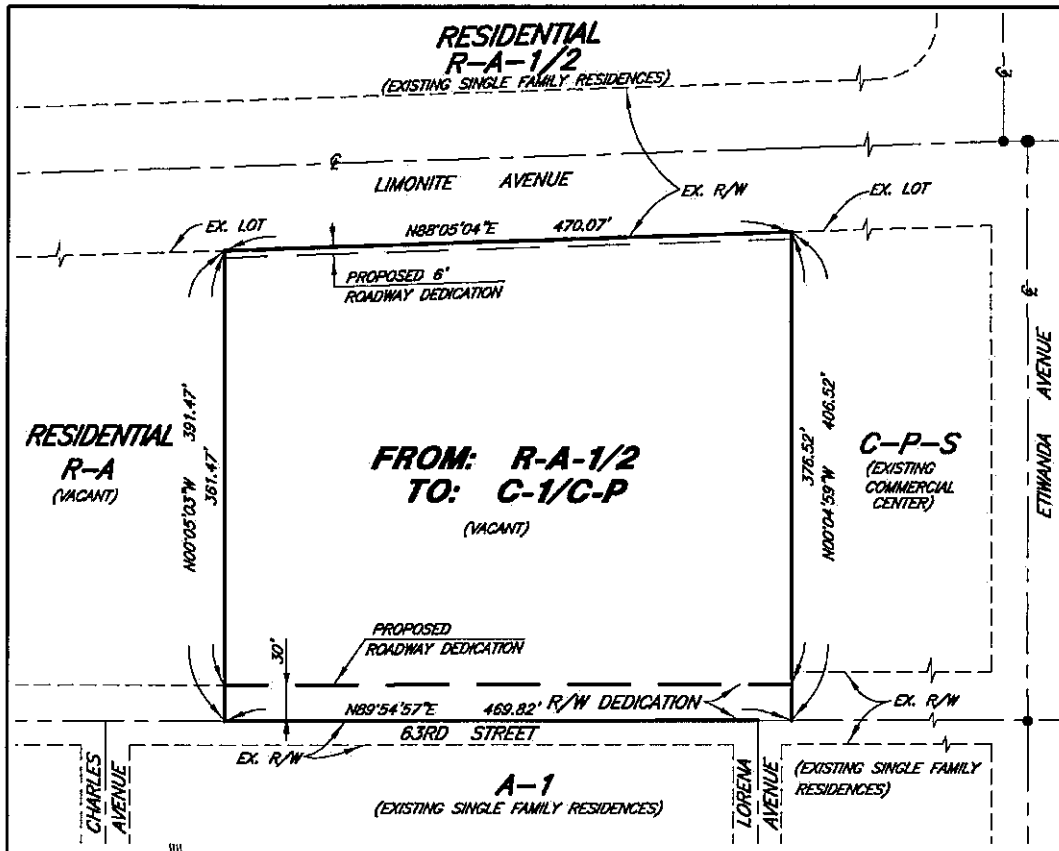
100' 0 100' 200'
1"=100'

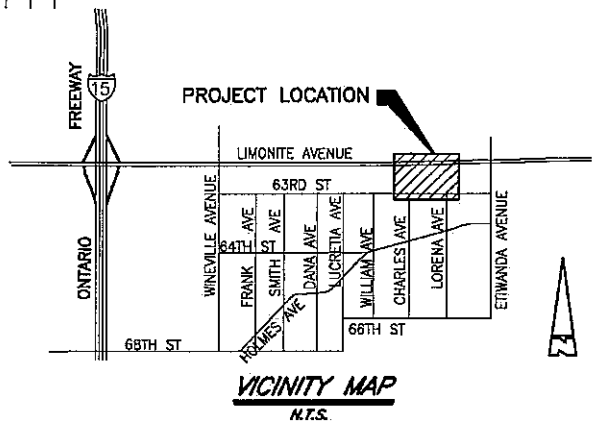
REVISIONS	DATE	BY

GENERAL PLAN AMENDMENT

PARCEL 2 OF PARCEL MAP NO. 7139
PMB 25, PAGE 65

SCALE: 1"=100'	KWC ENGINEERS	W.O.
DATE: 10-2-07		SHEET 1
DESIGNED: LJP		OF 1 SHEETS
CHECKED: LJP		
PLN CK REF:	FILE: R:\06\1040\PLAN\1040 GPA.DWG	DWG. NO.
F.B.:	PLOT DATE: 10-2-07	





VICINITY MAP
N.T.S.

GENERAL NOTES

OWNER/APPLICANT:

STADIUM PROPERTIES, LLC
3151 AIRWAY AVENUE, H-3
COSTA MESA, CA 92626
(714) 444-4908

ENGINEER:

KWC ENGINEERS
1880 COMPTON AVE., SUITE 100
CORONA, CA. 92881
(951) 734-2130

ASSESSOR'S PARCEL NO.

157-250-002

ACREAGE

0.07 ACRES	LIMONITE DEDICATION
3.91 ACRES	DEVELOPED SITE (NET)
0.32 ACRES	63rd ST. DEDICATION
4.30 ACRES	TOTAL AREA (GROSS)

AMENDMENT DESCRIPTION

AMEND PARCEL 2, PARCEL MAP 7139 FROM R-A-1/2 TO C-1/C-P (4.3 ACRES)

NOTE

SITE IS LOCATED WITHIN A COMMERCIAL RETAIL RETAIL OVERLAY AND AN EQUESTRIAN SPHERE POLICY AREA.

LAND USE:

EXISTING LAND USE: VACANT
PROPOSED LAND USE: MINI STORAGE
EXISTING ZONING: R-A-1/2
PROPOSED ZONING: C-1/C-P

UTILITIES:

WATER:	SANTA ANA RIVER WATER COMPANY
SEWER:	JURUPA COMMUNITY SERVICES
ELECTRIC:	SOUTHERN CALIFORNIA EDISON COMPANY
GAS:	SOUTHERN CALIFORNIA GAS CO. - BEAUMONT SOUTHERN CALIFORNIA GAS CO. - RIVERSIDE
PHONE:	SBC/PACIFIC BELL CHARTER COMMUNICATIONS

SCHOOL DISTRICT:

CORONA-NORCO UNIFIED SCHOOL DISTRICT

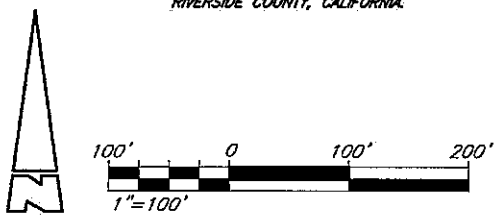
NOTES:

1. 2005- THOMAS BROS. GUIDE BOOK: PAGE 683, GRIDS H5 AND H6.
2. PROJECT IS NOT WITHIN A SPECIFIC PLAN.
3. PROJECT IS WITHIN FEMA FLOOD ZONE "C" (MINIMAL FLOODING HAZARD), PER APPROVED CLOMR C.N.: 04-09-0847R, DATED: JULY 30, 2004. FIRM PANEL NO. 060245 0685 B.

EXHIBIT A
CZ ____, Amend. ____
Dated: 8/16/07
Planner:

LEGAL DESCRIPTION:

PARCEL 2 AND LOT "A" OF PARCEL MAP NO. 7139, RECORDED IN PARCEL MAP BOOK 25, PAGE 65, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



REVISIONS	DATE	BY

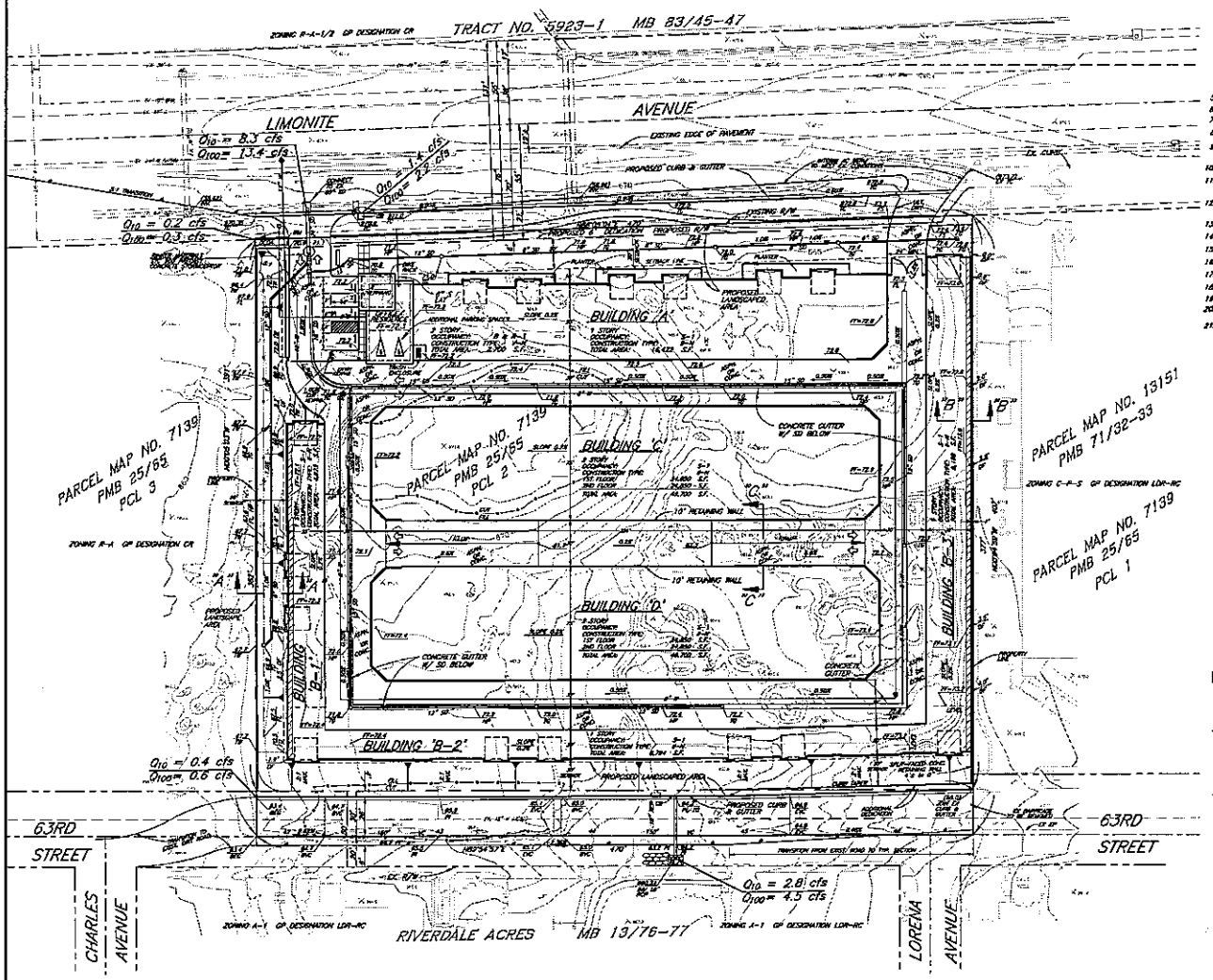
CHANGE OF ZONE

PARCEL 2 OF PARCEL MAP NO. 7139
PMB 25, PAGE 65

SCALE: 1"=100'	KWC ENGINEERS	W.O.
DATE: 9-27-07		SHEET 1
DESIGNED: LJP		OF 1 SHEETS
CHECKED:		
PLN CK REF:	FILE: R:\05\1040\PLAN\1040ZONECHG.DWG	DWG. NO.
F.B.:	PLOT DATE: 10-01-07	

CONDITIONAL USE PERMIT NO. 3555

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



GENERAL NOTES

1. PREPARED: MARCH 2007
2. GROSS ACREAGE: 4.3 AC. NET ACREAGE: 3.91 AC. (AFTER STREET DEDICATION)
3. GENERAL PLAN DESIGNATION: LDR-MC
4. LAND USE AND ZONING:
   PROPOSED USE: LIGHT INDUSTRIAL
   EXISTING USE: LDR-MC
   EXISTING ZONING: R-A-1/2
   PROPOSED ZONING: M-SC
   ADJACENT LAND USE, ZONING AND GENERAL PLAN DESIGNATION:

LAND USE	ZONING	GP DESIGNATION
NORTH: RESIDENTIAL	NORTH: R-A-1/2	NORTH: CR
SOUTH: AGRICULTURE	SOUTH: A-1	SOUTH: LDR-RC
EAST: COMMERCIAL	EAST: C-P-S	EAST: LDR-RC
WEST: RESIDENTIAL	WEST: R-A	WEST: CR

5. ALL LOT LINES AND DIMENSIONS ARE APPROXIMATE
6. ALL STREETS HEREON SHALL BE: PUBLIC
7. ALL CONC. CUTTERS AND SWALES SHALL HAVE A MINIMUM GRADE OF: 0.5%
8. THOMAS BROS. GUIDE BOOK: 2005, RIVERSIDE COUNTY, PAGE 683 GRIDS H5 AND H6
9. SOURCE OF TOPOGRAPHY IS FLOWN AERIAL SURVEY BY AERIAL-EAD MAPPING DATED MARCH 05, 2007.
10. THIS PROJECT IS WITHIN THE CORONA NORCO UNIFIED SCHOOL DISTRICT.
11. THIS PROJECT IS WITHIN FEMA FLOOD ZONE "X" (MINIMAL FLOODING HAZARD), PER APPROVED LOMAR CASE 04-09-0847R, DATED: JULY 30, 2004.
12. THIS PROJECT IS LOCATED WITHIN A HIGH TO VERY HIGH LIQUIFACTION ZONE ACCORDING TO RIVERSIDE COUNTY GIS MAP.
13. THIS PROJECT IS NOT LOCATED WITHIN A SPECIFIC PLAN AREA.
14. NO SUBSURFACE SEPTIC SEWAGE DISPOSAL IS INTENDED.
15. LAND IS NOT SUBJECT TO OVERFLOW, INNUNDATION OR FLOOD HAZARD.
16. ALL SLOPES ARE 2:1 MAXIMUM UNLESS NOTED OTHERWISE.
17. NO EXISTING STRUCTURES ON SITE.
18. NO FLAMMABLE/COMBUSTIBLE LIQUIDS ON SITE.
19. THERE ARE NO EXISTING EASEMENTS ON THE SITE.
20. OVERHEAD ELECTRICAL FACILITIES 33.6 kV OR LESS SHALL BE PLACED UNDERGROUND.
21. ALL FREESTANDING AND RETAINING WALLS ARE TO BE SPLIT-FACED CONCRETE MASONRY.

ESTIMATED EARTHWORK QUANTITIES

ON-SITE EARTHWORK QUANTITIES

GRADING SUMMARY	CUT (C.Y.)	FILL (C.Y.)
RHP	875	43,220

NOTE: THE ABOVE QUANTITIES HAVE BEEN ESTIMATED BY THE ENGINEER FOR PERMIT PURPOSES ONLY. THE CONTRACTOR SHALL DETERMINE HIS OWN QUANTITIES AND HE IS SOLELY RESPONSIBLE FOR DETERMINING THE AMOUNT AND COST OF IMPORT/EXPORT AND OTHER GRADING QUANTITIES FOR THIS PROJECT.

ASSESSOR'S PARCEL NO.

157-250-033

PROJECT DATA

ACREAGE

0.07 ACRES	LIMONITE DEDICATION
3.91 ACRES	DEVELOPED SITE
0.39 ACRES	63rd ST. DEDICATION
4.30 ACRES	TOTAL AREA

STORAGE BUILDING AREA:

			UNITS
BUILDING 'A'	14,422	SQ. FT.	54
BUILDING 'B-1'	6,873	SQ. FT.	27
BUILDING 'B-2'	8,791	SQ. FT.	41
BUILDING 'B-3'	9,169	SQ. FT.	24
BUILDING 'C'	48,700	SQ. FT.	338
BUILDING 'D'	48,700	SQ. FT.	348
STORAGE GROSS TOTAL	136,754	SQ. FT.	832 UNITS

OFFICE / MANAGER'S UNIT:

OFFICE @ FIRST FLOOR	900	SQ. FT.
GARAGE @ FIRST FLOOR	450	SQ. FT.
MANAGER'S UNIT @ SECOND FLOOR	1,350	SQ. FT.
OFFICE / MANAGER'S UNIT TOTAL	2,700	SQ. FT.

SITE COVERAGE :

BUILDING FOOTPRINTS	88,644	SQ. FT. (51.7%)
LANDSCAPING*	32,307	SQ. FT. (18.8%)
PAVEMENT / HARDSCAPE	51,439	SQ. FT. (29.7%)
TOTAL	172,389	SQ. FT. (100%)

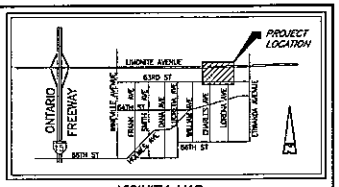
*INCLUDES EXISTING UNDISTURBED VEGETATION

GENERAL NOTES

1. PREPARED: MARCH 2007
2. GROSS ACREAGE: 4.3 AC. NET ACREAGE: 3.91 AC. (AFTER STREET DEDICATION)
3. GENERAL PLAN DESIGNATION: LDR-MC
4. LAND USE AND ZONING:
   PROPOSED USE: LIGHT INDUSTRIAL
   EXISTING USE: LDR-MC
   EXISTING ZONING: R-A-1/2
   PROPOSED ZONING: M-SC
   ADJACENT LAND USE, ZONING AND GENERAL PLAN DESIGNATION:

LAND USE	ZONING	GP DESIGNATION
NORTH: RESIDENTIAL	NORTH: R-A-1/2	NORTH: CR
SOUTH: AGRICULTURE	SOUTH: A-1	SOUTH: LDR-RC
EAST: COMMERCIAL	EAST: C-P-S	EAST: LDR-RC
WEST: RESIDENTIAL	WEST: R-A	WEST: CR

5. ALL LOT LINES AND DIMENSIONS ARE APPROXIMATE
6. ALL STREETS HEREON SHALL BE: PUBLIC
7. ALL CONC. CUTTERS AND SWALES SHALL HAVE A MINIMUM GRADE OF: 0.5%
8. THOMAS BROS. GUIDE BOOK: 2005, RIVERSIDE COUNTY, PAGE 683 GRIDS H5 AND H6
9. SOURCE OF TOPOGRAPHY IS FLOWN AERIAL SURVEY BY AERIAL-EAD MAPPING DATED MARCH 05, 2007.
10. THIS PROJECT IS WITHIN THE CORONA NORCO UNIFIED SCHOOL DISTRICT.
11. THIS PROJECT IS WITHIN FEMA FLOOD ZONE "X" (MINIMAL FLOODING HAZARD), PER APPROVED LOMAR CASE 04-09-0847R, DATED: JULY 30, 2004.
12. THIS PROJECT IS LOCATED WITHIN A HIGH TO VERY HIGH LIQUIFACTION ZONE ACCORDING TO RIVERSIDE COUNTY GIS MAP.
13. THIS PROJECT IS NOT LOCATED WITHIN A SPECIFIC PLAN AREA.
14. NO SUBSURFACE SEPTIC SEWAGE DISPOSAL IS INTENDED.
15. LAND IS NOT SUBJECT TO OVERFLOW, INNUNDATION OR FLOOD HAZARD.
16. ALL SLOPES ARE 2:1 MAXIMUM UNLESS NOTED OTHERWISE.
17. NO EXISTING STRUCTURES ON SITE.
18. NO FLAMMABLE/COMBUSTIBLE LIQUIDS ON SITE.
19. THERE ARE NO EXISTING EASEMENTS ON THE SITE.
20. OVERHEAD ELECTRICAL FACILITIES 33.6 kV OR LESS SHALL BE PLACED UNDERGROUND.
21. ALL FREESTANDING AND RETAINING WALLS ARE TO BE SPLIT-FACED CONCRETE MASONRY.



VICINITY MAP
N.T.S.

ENGINEER:

KWC ENGINEERS
1880 CHAMPION AVE., SUITE 100
CORONA, CA. 92881
(951) 734-2130

OWNER/DEVELOPER:

STADIUM PROPERTIES, LLC
3161 MICHELSON DRIVE, IA-3
COSTA MESA, CA 92626
(714) 444-4900
CONTACT: JACK THOMSON

ARCHITECT:

WILLI ARCHITECTURAL GROUP
81 COLUMBIA, SUITE 200
ALISO VIEJO, CALIFORNIA 92656
(949) 349-1777
CONTACT: BEVERLY RUTHERFORD

UTILITY NOTES:

WATER: SANTA ANA RIVER WATER COMPANY
10530 54th STREET
MIRA LOMA, CA. 91752
(951) 685-5503

SEWER: JURUPA COMMUNITY SERVICES
11201 HARREL STREET
MIRA LOMA, CA 91752
(951) 685-7434

POWER: SOUTHERN CALIFORNIA EDISON CO.
MAPPING SUPERVISOR
FACILITIES MAPPING, BUILDING D
P.O. BOX 11988
SANTA ANA, CA 92711
(800) 930-3529

GAS: SOUTHERN CALIFORNIA GAS CO. – BEAUMONT
511 E. 10TH STREET
BEAUMONT, CA 92223
(951) 845-0709

SOUTHERN CALIFORNIA GAS CO. – RIVERSIDE
TECHNICAL SERVICE SUPERVISOR
1981 W. LUGONIA AVENUE
REDLANDS, CA 92374
(909) 335-7507

PHONE: SBC/PACIFIC BELL
1265 N. VAN BUREN STREET #180
ANAHEIM, CA 92807
(714) 666-5563

CHARTER COMMUNICATIONS
ENGINEERING DEPARTMENT
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
(951) 343-5161

SCHOOL DISTRICT: CORONA NORCO UNIFIED SCHOOL DISTRICT

LEGEND

---xxx---	= EXISTING CONTOUR ELEVATION	6" SD	= STORM DRAIN
DF	= DEEPENED FOOTING	W	= WATER
D.G.	= DECOMPOSED GRANITE		= TOE OF SLOPE, TOP OF SLOPE (2:1 UNLESS OTHERWISE NOTED)
EX.	= EXISTING		= DAYLIGHT LINE
ELEV.	= ELEVATION	CONTOUR INTERVAL	= 1'
FG	= FINISH GRADE	123.8 TC	= TOP OF CURB ELEVATION
FL	= FLOWLINE		= DEEPENED FOOTING
FS	= FINISHED SURFACE		
GB	= GRADE BREAK		
INV.	= INVERT		
MIN.	= MINIMUM		
NG	= NATURAL GROUND		
PL	= PROPERTY LINE		
R/W	= RIGHT OF WAY		
S=	= SLOPE		
TC	= TOP OF CURB		
TW	= TOP OF WALL		
WM	= WATER METER		

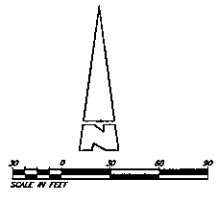
LEGAL DESCRIPTION:

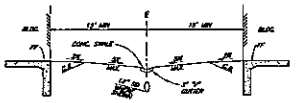
PARCEL 2 OF PARCEL MAP NO. 7139, RECORDED IN PARCEL MAP BOOK 25, PAGE 65, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BENCH MARK

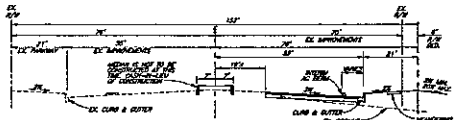
AT THE NORTHWEST CORNER OF ETIWANDA AVENUE AND LIMONITE AVENUE 210.0 FEET NORTH OF LIMONITE AVENUE 36.0 FEET WEST OF ETIWANDA AVENUE 2.0 FEET NORTH END AND ON TOP OF A 6 INCH BY 9.0 FOOT CONCRETE HEADWALL, A BRASS DISK SET FLUSH AND MARKED BLL 15-44

DATED: MAY 1971
ELEV.: 674.773

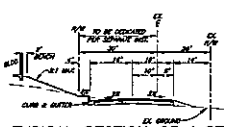




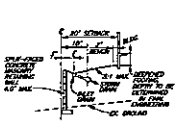
TYPICAL INTERIOR DRIVE
N.T.S.



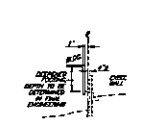
TYPICAL SECTION LIMONITE AVE.



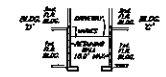
TYPICAL SECTION 63rd ST.



SECTION "A"–"A"



SECTION "B"–"B"



SECTION "C"–"C"

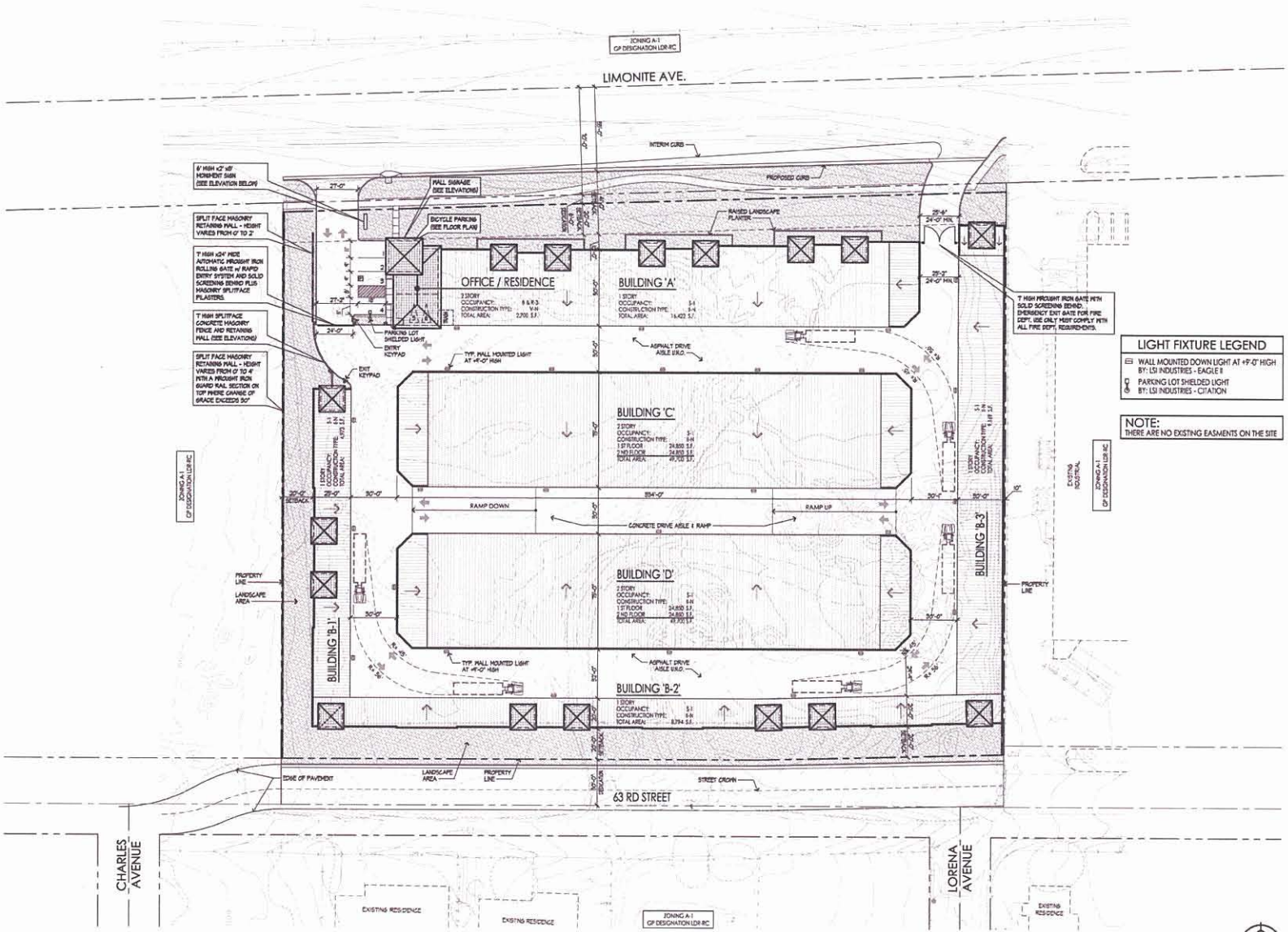
DATED: 5/13/08

Underground Service Alert
Call: TOLL FREE
1-800 227-2600
TWO WORKING DAYS BEFORE YOU DIG

Date	By	REVISIONS	Appd

CONDITIONAL USE PERMIT

KWC ENGINEERS
CIVIL • TRANSPORTATION & PLANNING • SURVEYING
1880 CHAMPION AVENUE, SUITE 100 • CORONA, CA. 92881 • (951) 734-2130



STADIUM SELF STORAGE

RIVERSIDE COUNTY, CA

Case#: CUP03555 Amd 2 Exhibit A Date: 8/28/08 Planner: R. Brady

CONDITIONAL USE SITE PLAN

D6-300

SCALE: 1" = 30'-0"

PARTICIPANTS

OWNER/DEVELOPER	ARCHITECT / APPLICANT
STADIUM PROPERTIES, LLC CONTACT: JACK THOMSON 3151 AIRWAY AVENUE, H-3 COSTA MESA, CA 92626 PHONE: (714) 444-4928	VALLI ARCHITECTURAL GROUP CONTACT: BEVERLEY RUTHERFORD 81 COLUMBIA SUITE 200 ALISO VIEJO, CA 92656 PHONE: (949) 349-1777
CIVIL ENGINEER	
EHC ENGINEERS CONTACT: ED SLOMAN 1880 COMPTON AVE, SUITE 100 CORONA, CA 92881 PHONE: (951) 734-2130	

PROJECT DESCRIPTION

DEVELOP A 3.91 AC. PARCEL (AFTER DEDICATION) AS A SELF STORAGE FACILITY WITH A MANAGER'S OFFICE (1st FLOOR) AND RESIDENCE (2nd FLOOR) PLUS 138,758 S.F. OF STORAGE UNITS IN 6 BUILDINGS

PROJECT DATA

ASSESSORS PARCEL NUMBER: 157-250-003
THOMAS BROTHERS 2005 : PAGE 81 F, GRID F-5
PARCEL 2 AND LOT 'A' OF PARCEL MAP NO. 7139, RECORDED IN PARCEL MAP BOOK 25, PAGE 65, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
EXISTING ZONING: RESIDENTIAL AGRICULTURAL (RA)
PROPOSED ZONING: GENERAL COMMERCIAL (C-1/C-P)
EXISTING GENERAL PLAN LAND USE:
RURAL COMMUNITY: LOW DENSITY RESIDENTIAL (RC-LDR)(1 1/2 ACRE MINIMUM)
PROPOSED GENERAL PLAN LAND USE:
COMMUNITY DEVELOPMENT: COMMERCIAL RETAIL (CD-CR) (0.20-0.35 FLOOR AREA RATIO)

SITE AREAS

LIMONITE DEDICATION	2,820	S.F.	0.07 ACRES
DEVELOPED SITE	170,538	S.F.	3.91 ACRES
63rd ST. DEDICATION	14,295	S.F.	0.33 ACRES
TOTAL AREA	187,433	S.F.	4.30 ACRES
BUILDING FOOTPRINTS	89,642	S.F.	51.7 %
LANDSCAPING	32,307	S.F.	18.6 %
PAVEMENT / HARDSCAPE	51,420	S.F.	29.7 %
TOTAL	173,369	S.F.	100.0 %

BUILDING AREAS

STORAGE BUILDINGS	AREAS
BUILDING 'A'	16,422 S.F.
BUILDING 'B-1'	4,973 S.F.
BUILDING 'B-2'	8,794 S.F.
BUILDING 'B-3'	9,169 S.F.
BUILDING 'C'	49,700 S.F.
BUILDING 'D'	49,700 S.F.
STORAGE GROSS TOTAL	138,758 S.F.
OFFICE	900 S.F.
GARAGE	450 S.F.
RESIDENCE	1,350 S.F.
GROSS TOTAL	2,700 S.F.
PROJECT TOTAL	141,458 S.F.
FLOOR AREA RATIO	(0.19)

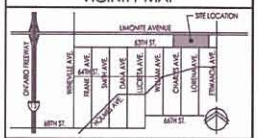
PARKING	QUANTITY
REQUIRED	
1 PER 2 EMPLOYEES: 4 EMPLOYEES MAX.	2 SPACES
PROVIDED	
GARAGE	2 SPACES
FULL SIZE	3 SPACES
ACCESSIBLE	1 SPACE
TOTAL	6 SPACES

LANDSCAPE	AREAS
REQUIRED	
15% (170,538 S.F. x 15) =	25,581 S.F.
PROVIDED	32,307 S.F.

NOTES

1. THE GRADING PLANS WITH ELEVATIONS SHOW ALL DRAINAGE PATTERNS AND DEVICES
2. SITE IS NOT SUBJECT TO LIQUIFACTION OR OTHER GEOLOGICAL HAZARD, OR WITHIN A SPECIAL STUDIES ZONE
3. THE PROJECT SITE IS LOCATED WITHIN A COMMERCIAL RETAIL OVERLAY AND AN EQUESTRIAN SPHERE POLICY AREA.
4. ALL MECHANICAL EQUIPMENT MOUNTED @ GRADE - NO ROOF MOUNTED EQUIPMENT

VICINITY MAP



UTILITY PURVEYORS

ELECTRIC	SOUTHERN CALIFORNIA EDISON CO.
WATER	SANTA ANA RIVER WATER COMPANY
SEWER	JURUPA COMMUNITY SERVICES
GAS	SOUTHERN CALIFORNIA GAS CO.
TELEPHONE	SBC/ PACIFIC BELL
SCHOOL DISTRICT	CORONA NORCO UNIFIED SCHOOL DISTRICT

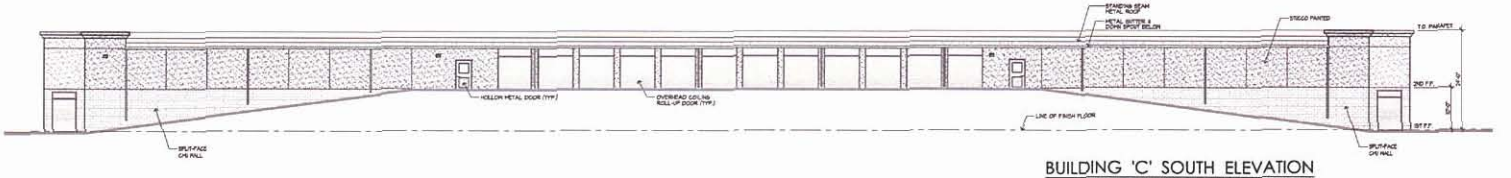
REVISIONS

ORIGINAL PLAN DATE	MAY 22,2007
REVISION DATE	SEPTEMBER 5, 2007
AMENDMENT #1	MAY 19, 2008
REVISION DATE	AUGUST 7, 2008

CONDITIONAL USE PERMIT 3555

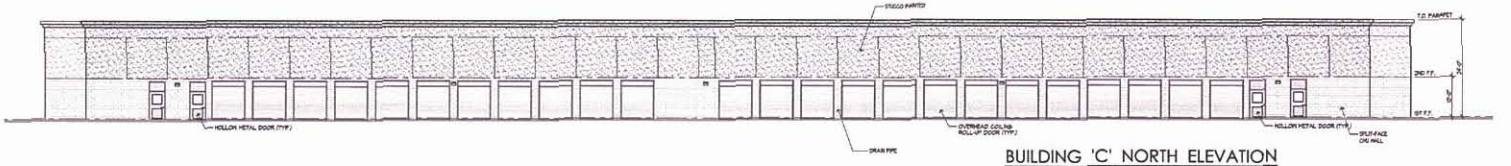
VALLI ARCHITECTURAL GROUP
81 COLUMBIA, SUITE 200 PH: 949/ 349-1777
ALISO VIEJO, CA 92656 FAX: 949/ 349-1778

DATE: 09/17/07
DRAWN BY: CM / BMR
SHEET 1



BUILDING 'C' SOUTH ELEVATION

BUILDING 'D' NORTH ELEVATION SIMILAR

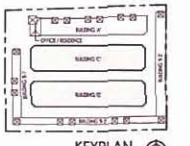


BUILDING 'C' NORTH ELEVATION

BUILDING 'D' SOUTH ELEVATION SIMILAR

BUILDING 'C' EAST / WEST ELEVATION

BUILDING 'D' EAST / WEST ELEVATION SIMILAR



KEYPLAN

CONDITIONAL USE PERMIT 3555

STADIUM SELF STORAGE

RIVERSIDE COUNTY, CA

ELEVATIONS

AUGUST 7, 2008
SEPTEMBER 3, 2007
JANUARY 10, 2006
AUGUST 1, 2006
JULY 25, 2006

A-300

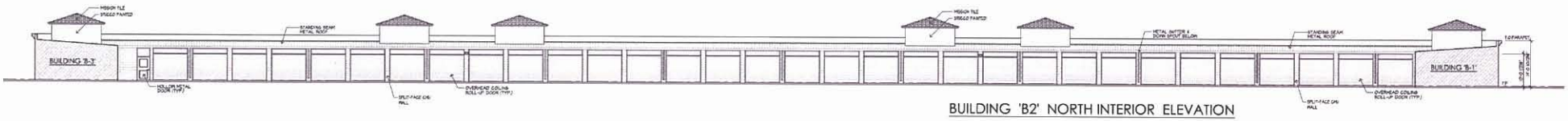
SCALE: 1" = 10'-0"

VALLI ARCHITECTURAL GROUP 6
81 COLUMBIA, SUITE 200 PH: (949) 349-1777
ALISO VIEJO, CA 92656 FAX: (949) 349-1778

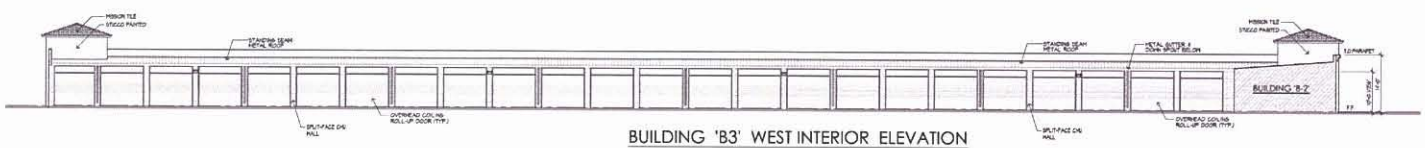
OFFICE/RESIDENCE SOUTH ELEVATION

BUILDING 'A' SOUTH INTERIOR ELEVATION

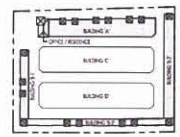
BUILDING 'B1' EAST INTERIOR ELEVATION



BUILDING 'B2' NORTH INTERIOR ELEVATION



BUILDING 'B3' WEST INTERIOR ELEVATION



STADIUM SELF STORAGE

RIVERSIDE COUNTY, CA

ELEVATIONS

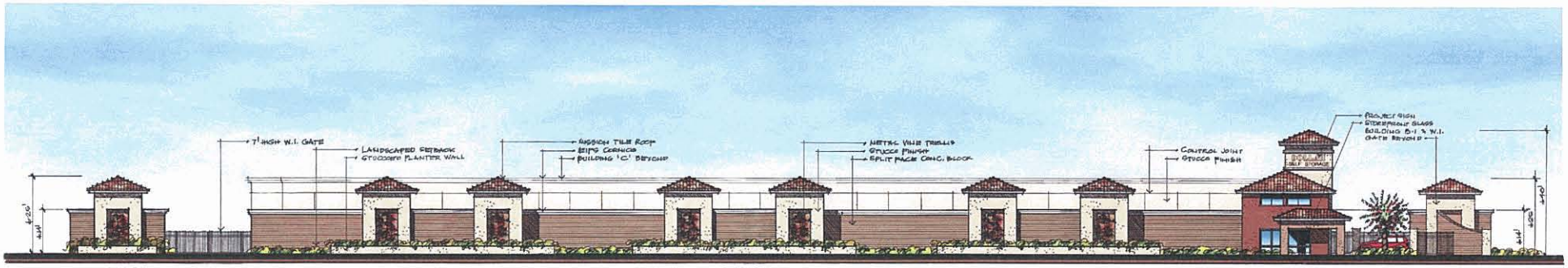
AUGUST 7, 2008
SEPTEMBER 5, 2007
JANUARY 15, 2004
AUGUST 2, 2004
JULY 26, 2004
06-300

SCALE: 1" = 10'-0"

CONDITIONAL USE PERMIT 3555

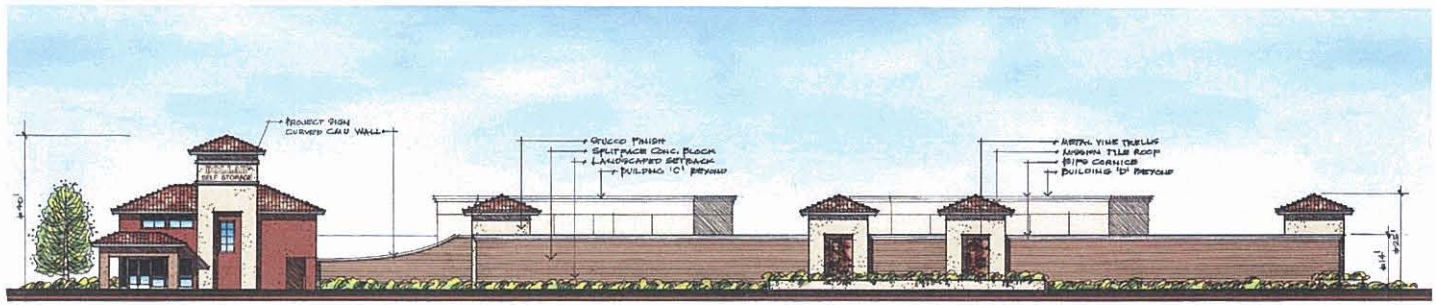
VALLI ARCHITECTURAL GROUP
81 COLUMBIA, SUITE 200 PH: (949) 348-1777
ALISO VIEJO, CA 92656 FAX: (949) 348-1778

5



LIMONITE AVENUE NORTH ELEVATION

SCALE 1"=10'



WEST ELEVATION

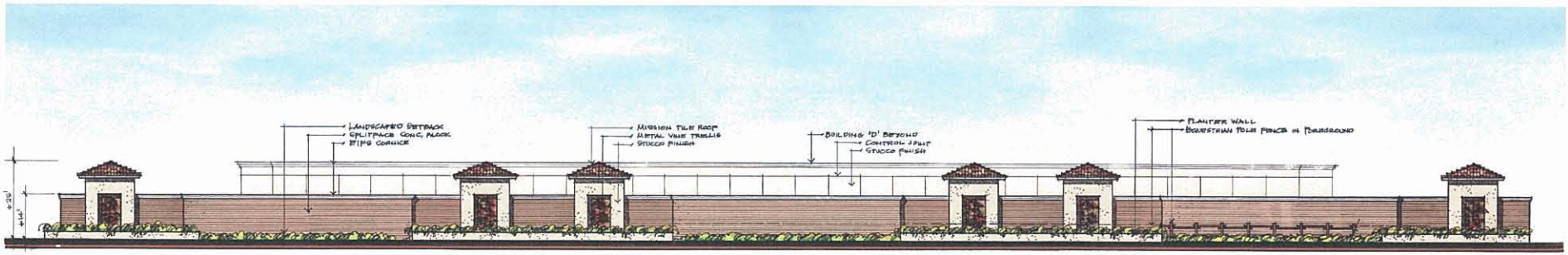
SCALE 1"=10'

JANUARY 23, 2008
SEPTEMBER 5, 2007
JANUARY 10, 2006
AUGUST 1, 2006
JULY 25, 2006
36-201

STADIUM SELF STORAGE

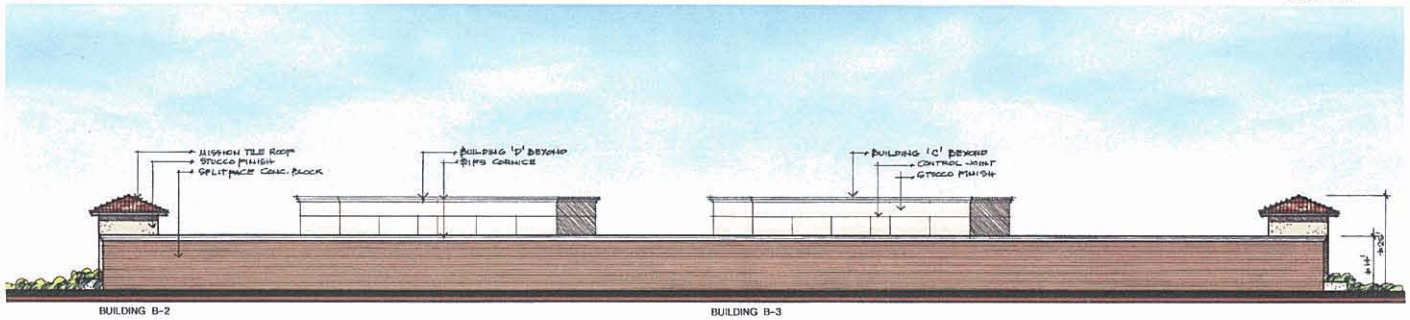
RIVERSIDE COUNTY, CA

VALLI ARCHITECTURAL GROUP
81 COLUMBIA SUITE 200
ALISO VIEJO, CA 92656
PH: (949) 349-1777
FAX: (949) 349-1778



63 RD STREET SOUTH ELEVATION

SCALE 1"=10'



EAST ELEVATION

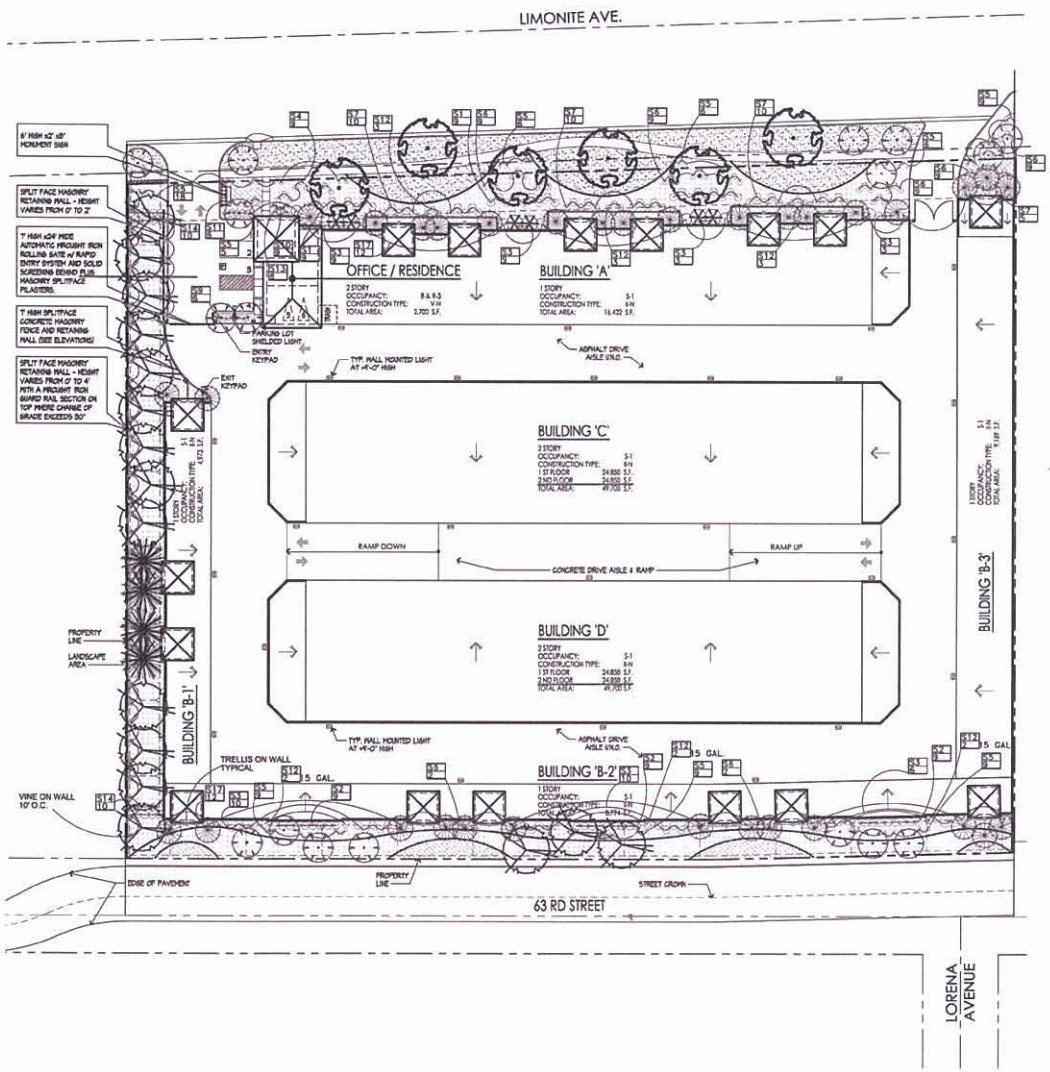
SCALE 1"=10'

STADIUM SELF STORAGE

RIVERSIDE COUNTY, CA

JANUARY 23, 2008
SEPTEMBER 5, 2007
JANUARY 10, 2006
AUGUST 1, 2006
JULY 25, 2006
06-300

VALLI ARCHITECTURAL GROUP
31 COLUMBIA SUITE 200 ALISO VIEJO, CA 92656
PH: 949/349-1777 FAX: 949/349-1776



LANDSCAPE LEGEND

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE
	ARECASTRUM ROMANZOFFIANUM [12' TO 12' BROWN TRUNK HEIGHT]	QUEEN PALM	MODERATE
	LAGERSTROMIA INDICA RUBY [24" BOX]	CRAPE MYRTLE	LOW
	GEIJERA PARVIFOLIA [24"/36" BOX]	AUSTRALIAN WILLOW	LOW
	RHAPHIOLEPIS MAJESTIC BEAUTY [24" BOX]	RHAPHIOLEPIS TREE	LOW
	CINNAMOMUM CAMPHORA [24" BOX]	CAMPHOR TREE	MODERATE
	PINUS CANARIENSIS [24" BOX]	CANARY ISLAND PINE	LOW

SHRUBS

SYMBOL	SIZE	BOTANICAL NAME	COMMON NAME	WATER USE
S1	5 GAL	PITTOSPORUM T. SHIMA	DWARF MOCK ORANGE	MODERATE
S2		PITTOSPORUM TOBIRA VARIEGATA	MOCK ORANGE	
S3		RHAPHIOLEPIS JACK EVANS	RHAPHIOLEPIS	
S4		RHAPHIOLEPIS DWARF BEAUTY	DWARF RHAPHIOLEPIS	
S5		HEMEROCALLIS ORANGE FLOWERS	DAYLILY	
*S6		EURYOPS P. MUCHKIN	DWARF EURYOPS	
*S7		JUNIPERUS C. OLD GOLD	OLD GOLD JUNIPER	
S8		JUNIPERUS BLUE POINT	BLUE POINT JUNIPER	
S9		LIGUSTRUM J. TEXANUM	TEXAS PRIVIT	
S10		AGAPANTHUS A. PETER PAN	DWARF AGAPANTHUS	
S11		EUONYMUS J. M. MONCLIFF	BOXWOOD EUONYMUS	
S12		NANDINA DOMESTICA MONFAR	SIENNA HEAVENLY BAMBOO	
*S13		NANDINA DOMESTICA NANA	DWARF HEAVENLY BAMBOO	
*S14		PHOTINIA FRASERI	REDLEAF PHOTINIA	
S17	15 GAL	PHORMIUM TENEX PURPUREA	NEW ZEALAND FLAX	

PLANT SYMBOL / UNIT QUANTITY

*DENOTES PLANTS AS GROWN AND PROVIDED BY MONROVIA NURSERY

VINES

SYMBOL	SIZE	BOTANICAL NAME	COMMON NAME	WATER USE
	5 GAL	FICUS PUMILLA	CREEPING FIG	MODERATE
	15 GAL	TRACHEOSPERMUM JASMINOIDES	STAR JASMINE TRELLIS	MODERATE

GROUND COVERS

SYMBOL		WATER USE
	MYOPORUM PARVIFOLIUM FLATS AT 12" O.C.	LOW
	GAZANIA SUNBURST YELLOW FLATS AT 12" O.C.	MODERATE
	LAMPRANTHUS SPECTABILIS PURPLE FLATS AT 12" O.C.	LOW
	ROSEMARINUS O. PROSTRATUS 1 GAL. @ 24" O.C.	LOW
	MARATHON II SOD	HIGH
	SEASONAL COLOR. 4" POTS AT 8" O.C.	HIGH

LANDSCAPE ACCENTS

SYMBOL

1 x 4 POLYETHYLENE HEADER

DISCLAIMER:

PLANT QUANTITY IS A ESTIMATE ONLY AND MAY NOT REFLECT ACTUAL QUANTITIES ON PLAN AND IN THE FIELD. LAND PERSPECTIVE, IT'S EMPLOYEES AND CONSULTANTS ASSUMES NO RESPONSIBILITY AS TO THE ACCURACY OF QUANTITY ESTIMATES. CONTRACTOR SHALL BE RESPONSIBLE FOR PRODUCING FINAL QUANTITY ESTIMATES.

GENERAL PLANTING NOTES:

1. CONTRACTOR SHALL NOTIFY DIG ALERT, AND LAND PERSPECTIVE 48 HOURS BEFORE COMMENCING ANY WORK.
2. AN AGRONOMIC SOIL REPORT SHALL BE DELIVERED TO LAND PERSPECTIVE, PRIOR TO COMMENCING WITH THE LANDSCAPE INSTALLATION, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS. AGRONOMIC SOIL REPORT SHALL TAKE PREFERENCE OVER SPECIFICATIONS.
3. 3" MULCH COVER IS REQUIRED IN ALL PLANTING AREAS WITH SHRUBS FROM 1 GALLON CONTAINERS OR LARGER. 1" MULCH COVER IN GROUND AREAS FROM ROOT CUTTINGS. SLOPES OVER 3:1 ARE EXCLUDED.
4. ALL TREES WITHIN 5' OF CONCRETE, PAVING, MASONRY OR FOUNDATIONS, SHALL BE IN DEEP ROOT CONTAINERS. TREES IN TURF AREAS SHALL HAVE TREE TRUNK GUARD OR 18" TURF CUT-OUT.
5. ALL SLOPES GREATER THAN 3:1 SHALL HAVE ONE COURSE OF JUTE MAT INSTALL PER MANUFACTURE'S SPECIFICATIONS

GRADING AND DRAINAGE NOTE:

1. LANDSCAPE CONTRACTOR SHALL NOT ALTER DRAINAGE, SWALES AND GRADES AS PER CIVIL ENGINEERING PLAN

NOTICE TO LANDSCAPE CONTRACTOR:

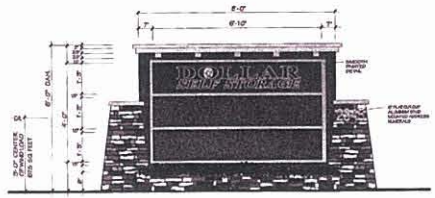
IF THE LANDSCAPE CONTRACTOR SUBSTITUTES PLANTS FOR PLANTS SPECIFIED ON PLAN AND LEGEND WITHOUT CLEARING SUBSTITUTIONS IN WRITING WITH LAND PERSPECTIVE FIRST, THEN THE CONTRACTOR WILL BE REQUIRED TO RIP OUT UNAUTHORIZED PLANTS AND REPLACE WITH SPECIFIED PLANTS AT CONTRACTOR'S EXPENSE, AS PER THE FINAL LANDSCAPE INSPECTION AS PERFORMED BY LAND PERSPECTIVE FOR THE OWNER.

LIGHT FIXTURES

TYP. WALL MOUNTED LIGHT AT +9'-0" HIGH
BY: LSI INDUSTRIES - EAGLE II

PARKING LOT SHIELDED LIGHT
BY: LSI INDUSTRIES - CITATION

MONUMENT SIGN



PARTICIPANTS	
OWNER/DEVELOPER	ARCHITECT / APPLICANT
STADIUM PROPERTIES, LLC CONTACT: JACK THOMSON 3151 AIRWAY AVENUE, H-3 COSTA MESA, CA 92626 PHONE: (714) 444-4908	VALLI ARCHITECTURAL GROUP CONTACT: BEVERLEY RUTHERFORD 81 COLUMBIA, SUITE 200 ALISO VIEJO, CA 92656 PHONE: (949) 349-1777 FAX: (949) 349-1778
CIVIL ENGINEER	
EWC ENGINEERS CONTACT: ED SLOMAN 1980 COMPTON AVE, SUITE 100 CORONA, CA 92881 PHONE: (951) 734-2130	

PROJECT DATA

ASSESSORS PARCEL NUMBER: 157-250-002
THOMAS BROTHERS 2005, : PAGE 819, GRID F-5

PARCEL 2 AND LOT "A" OF PARCEL MAP NO. 7139, RECORDED IN PARCEL MAP BOOK 25, PAGE 65, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

VICINITY MAP

UTILITY PURVEYORS

ELECTRIC	SOUTHERN CALIFORNIA EDISON CO.
WATER	SANTA ANA RIVER WATER COMPANY
SEWER	JURUPA COMMUNITY SERVICES
GAS	SOUTHERN CALIFORNIA GAS CO.
TELEPHONE	SBC / PACIFIC BELL
SCHOOL DISTRICT	CORONA NORCO UNIFIED SCHOOL DISTRICT

CONDITIONAL USE PERMIT 3555

Land Perspective
34152 SELVA ROAD, #169 PH: (949) 240-2060
DANA POINT, CA 92629 FAX: (949) 240-2099

VALLI ARCHITECTURAL GROUP
81 COLUMBIA, SUITE 200 PH: 949/ 349-1777
ALISO VIEJO, CA 92656 FAX: 949/ 349-1778

DATE: 09/17/07
DRAWN BY: CM / BMR
SHEET 7

STADIUM SELF STORAGE

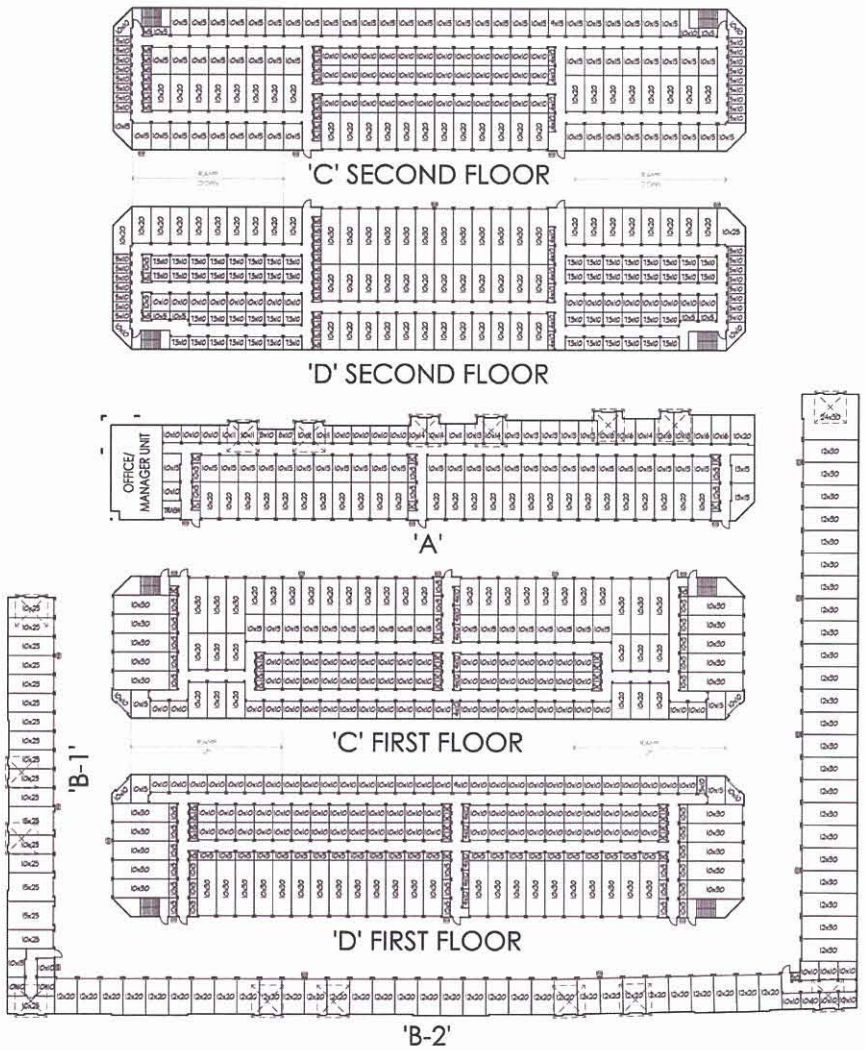
RIVERSIDE COUNTY, CA

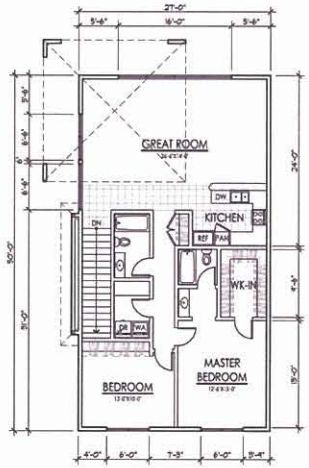
CONDITIONAL LANDSCAPE PLAN

REVISED: 8/14/08

0' 30' 60' 90'
SCALE : 1" = 30'-0"

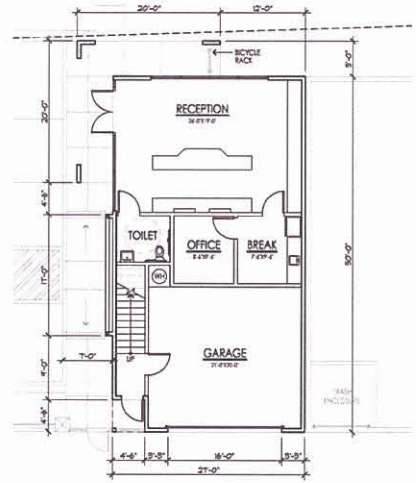
06-300





RESIDENCE FLOOR PLAN

SCALE : 1/8" = 1'-0"



OFFICE FLOOR AREA	900 SQ. FT.
GARAGE	450 SQ. FT.
RESIDENCE	1,350 SQ. FT.
TOTAL FLOOR AREA	2,700 SQ. FT.

OFFICE FLOOR PLAN

SCALE : 1/8" = 1'-0"

UNIT SIZES	UNIT (SQ. FT.)	TOTAL (QTY.)	TOTAL (SQ. FT.)
4x10	40	21	840
5x5	25	69	1,725
5x10	50	33	1,650
7.5x10	75	57	4,275
8x10	80	2	160
9x10	90	1	90
9x15	135	1	135
10x5	50	71	3,550
10x10	100	208	20,800
10x11	110	5	550
10x13	130	6	780
10x14	140	4	560
10x15	150	111	16,650
10x16	160	4	640
10x18	180	2	360
10x20	200	127	25,400
10x25	250	16	4,000
10x30	300	61	18,300
12x20	240	32	7,680
12x30	360	24	8,640
13x15	195	2	390
15x25	375	3	1,125
24x30	720	1	720
TOTAL		861	119,020
TOTAL GROSS AREA			138,762
AVERAGE UNIT SIZE (S.F.)			138.23
EFFICIENCY			0.86

STADIUM SELF STORAGE

RIVERSIDE COUNTY, CA

UNITMIX PLAN

SCALE : 1" = 30'-0"

AUGUST 7, 2008
MAY 19, 2008
SEPTEMBER 5, 2007
MAY 22, 2007
JANUARY 10, 2006
AUGUST 1, 2006
JULY 25, 2006

06-300

CONDITIONAL USE PERMIT 3555

VALLI ARCHITECTURAL GROUP
81 COLUMBIA, SUITE 200 PH: 949/ 349-1777
ALISO VIEJO, CA 92656 FAX: 949/ 349-1778

COUNTY OF RIVERSIDE
ENVIRONMENTAL ASSESSMENT FORM: INITIAL STUDY

Environmental Assessment (E.A.) Number: 41419
Project Case Type (s) and Number(s): GPA882, CZ7533, CUP3555
Lead Agency Name: County of Riverside Planning Department
Address: P.O. Box 1409, Riverside, CA 92502-1409
Contact Person: Russell Brady, Project Planner
Telephone Number: (951) 955 - 1888
Applicant's Name: Stadium Properties, LLC.
Applicant's Address: 3151 Airway Avenue, Suite H-3, Costa Mesa, CA 92686
Engineer/Representative's Name: KWC Engineers
Engineer/Representative's Address: 1880 Compton Avenue, Suite 100, Corona, CA 92881

I. PROJECT INFORMATION

A. Project Description:

The **General Plan Amendment** proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) per the Commercial Retail Overly Area.

The **Change of Zone** proposes to change the project site's current Zoning Classification from Residential Agriculture (R-A) to General Commercial (C-1/C-P) for consistency purposes.

The **Conditional Use Permit** proposes to construct a Self Storage facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence; the project includes a total building area of 141,458 sq. ft., 4 parking stalls including 1 ADA parking stall for persons with disabilities, and 32,307 sq. ft. of landscaping on a 4.30 gross acre lot. Building 'A' consists of 16,422 sq ft., Building 'B-1' consists of 4,973 sq. ft., Building 'B-2' consists of 8,794 sq. ft., Building 'B-3' consists of 9,169 sq. ft., Building 'C' consists of 49,700 sq. ft., and Building 'D' consists of 49,700 sq. ft. Building 'A' includes a 900 sq. ft. office and a 1,350 sq. ft. residence including a 450 sq. ft. garage.

B. Type of Project: Site Specific ☒; Countywide ☐; Community ☐; Policy ☐.

C. Total Project Area: 4.30 Gross Acres

Residential Acres: N/A	**Lots:** N/A	**Units:** N/A	**Projected No. of Residents:** N/A
Commercial Acres: 4.30 Gross Acres	**Lots:** 1	**Sq. Ft. of Bldg. Area:** 141,458	**Est. No. of Employees:** 4
Industrial Acres: N/A	**Lots:** N/A	**Sq. Ft. of Bldg. Area:** N/A	**Est. No. of Employees:** N/A
Other: N/A			

D. Assessor's Parcel No(s): 157-250-002

E. Street References: Northerly of 63rd Street, easterly of Wineville Avenue, southerly of Limonite Avenue, and westerly of Etiwanda Avenue

F. Section, Township & Range Description or reference/attach a Legal Description: Section 29, Township 2 South, Range 6 West

G. **Brief description of the existing environmental setting of the project site and its surroundings:** The project site is vacant with small scattered amounts of sagebrush. There are residential developments to the north and south, commercial developments to the east, and similar vacant land to the west.

II. APPLICABLE GENERAL PLAN AND ZONING REGULATIONS

A. General Plan Elements/Policies:

1. **Land Use:** The proposed project does not meet the requirements of the Rural Community: Very Low Density Residential (RC:VLDR) (1 Acre Minimum) designation. With the approval of proposed General Plan Amendment No. 882, which will change the project site's land use designation to a Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) land use designation, the proposed project will meet all applicable land use policies.

2. **Circulation:** The proposed project provides greater opportunities for pedestrian and therefore reduces the reliance on automobiles for transportation. Adequate circulation facilities exist and are proposed to serve the proposed project. The proposed project meets with all other applicable circulation policies of the General Plan.

3. **Multipurpose Open Space:** No natural open space land was required to be preserved within the boundaries of the project. The project meets all other applicable Multipurpose Open Space element policies.

4. **Safety:** The proposed project is located under FEMA flood zone C. The proposed project is not located within any special hazard zone. The project meets all other applicable Safety element policies

5. **Noise:** Sufficient mitigation against any foreseeable noise sources in the area has been provided for the design of the project. The proposed project meets all other applicable noise element properties.

6. **Housing:** The proposed project is not proposing any housing, but is located in an area that has a sufficient amount of housing according to current market trends. The proposed project meets all applicable Housing Element policies.

7. **Air Quality:** The proposed project has been conditioned to control any fugitive dust during grading and construction activities. The proposed project meets all other applicable policies.

B. **General Plan Area Plan(s):** Jurupa

C. **Foundation Component(s):** Rural Community

D. **Land Use Designation(s):** Low Density Residential (LDR) (1/2 Acre Minimum)

E. **Overlay(s), if any:** Community Development Overlay (Commercial Retail)

F. **Policy Area(s), if any:** Equestrian Sphere Policy Area

G. **Adjacent and Surrounding:**

1. **Area Plan(s):** Jurupa Area Plan to the north, east, south, and west

2. **Foundation Component(s):** Rural Community to the north, south, and west, and Community Development to the east

3. **Land Use Designation(s):** Low Density Residential (LDR) (1/2 Acre Minimum)

4. **Overlay(s):** The Community Development Overlay is also adjacent to the project site to the west

5. **Policy Area(s):** Equestrian Sphere Policy Area to the north, east, south, and west

H. **Adopted Specific Plan Information**

1. **Name and Number of Specific Plan, if any:** N/A

2. **Specific Plan Planning Area, and Policies, if any:** N/A

I. **Existing Zoning:** Residential Agricultural (R-A)

J. **Proposed Zoning, if any:** General Commercial (C-1/C-P)

K. **Adjacent and Surrounding Zoning:** Residential Agricultural – ½ Acre Minimum (R-A-1/2) to the north, Scenic Highway Commercial (C-P-S) to the east, Light Agriculture (A-1) to the south,

III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below (x) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Hazards & Hazardous Materials	☐ Public Services
☐ Agriculture Resources	☒ Hydrology/Water Quality	☐ Recreation
☐ Air Quality	☒ Land Use/Planning	☒ Transportation/Traffic
☒ Biological Resources	☐ Mineral Resources	☒ Utilities/Service Systems
☒ Cultural Resources	☐ Noise	☐ Other
☐ Geology/Soils	☐ Population/Housing	☐ Mandatory Findings of Significance

IV. DETERMINATION

On the basis of this initial evaluation:

A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS NOT PREPARED
☐ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project, described in this document, have been made or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION** will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

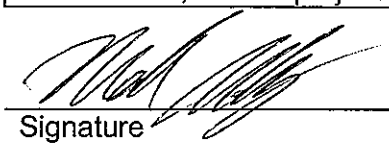
A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS PREPARED

☐ I find that although the proposed project could have a significant effect on the environment, **NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible.

☐ I find that although all potentially significant effects have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, some changes or additions are necessary but none of the conditions described in California Code of Regulations, Section 15162 exist. An **ADDENDUM** to a previously-certified EIR or Negative Declaration has been prepared and will be considered by the approving body or bodies.

☐ I find that at least one of the conditions described in California Code of Regulations, Section 15162 exist, but I further find that only minor additions or changes are necessary to make the previous EIR adequately apply to the project in the changed situation; therefore a **SUPPLEMENT TO THE ENVIRONMENTAL IMPACT REPORT** is required that need only contain the information necessary to make the previous EIR adequate for the project as revised.

☐ I find that at least one of the following conditions described in California Code of Regulations, Section 15162, exist and **a SUBSEQUENT ENVIRONMENTAL IMPACT REPORT** is required: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any the following:(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration;(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or,(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or negative declaration would substantially reduce one or more significant effects of the project on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.



Signature

8/27/08
Date

Russell Brady
Printed Name

For Ron Goldman, Planning Director

V. ENVIRONMENTAL ISSUES ASSESSMENT

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the proposed project to determine any potential significant impacts upon the environment that would result from construction and implementation of the project. In accordance with California Code of Regulations, Section 15063, this Initial Study is a preliminary analysis prepared by the Lead Agency, the County of Riverside, in consultation with other jurisdictional agencies, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the proposed project. The purpose of this Initial Study is to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the proposed project.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
AESTHETICS Would the project				
1. Scenic Resources a) Have a substantial effect upon a scenic highway corridor within which it is located?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and unique or landmark features; obstruct any prominent scenic vista or view open to the public; or result in the creation of an aesthetically offensive site open to public view?	☐	☐	☒	☐

Source: Riverside County General Plan Figure C-7 "Scenic Highways"

Findings of Fact:

a) The project site is not located within a scenic highway corridor; therefore it will not have a substantial effect upon a scenic highway corridor and impacts are considered less than significant.

b) The project site has been previously disturbed; therefore, the proposed project will not disturb any scenic resources, including trees, rock outcroppings and unique or landmark features. The project will not obstruct any scenic vista or view open public to an aesthetically offensive site. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

2. Mt. Palomar Observatory a) Interfere with the nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655?	☐	☐	☐	☒

Source: GIS database, Ord. No. 655 (Regulating Light Pollution)

Findings of Fact:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

a) The proposed project is not located within the Mt. Palomar Observatory Area; therefore the proposed project will not interfere with the nighttime use of the Mt. Palomar Observatory.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

3. Other Lighting Issues a) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐
b) Expose residential property to unacceptable light levels?	☐	☐	☒	☐

Source: On-site Inspection, Project Application Description

Findings of Fact:

a) The project will not create substantial light or glare which would adversely affect day or nighttime views in the area. Lighting will be hooded and shielded in accordance with county requirements to prevent creation of substantial light. Reflective surfaces will be minimized in construction of the development which would limit the potential for substantial glare created by the project. Less than significant impacts are anticipated.

b) The project will not expose residential property to unacceptable levels of light or glare. While the adjacent properties are vacant or currently have residences, similar residential development exists or is planned for the adjacent properties which would be fitting for the amount of ambient light this project would create. Lighting will be hooded and shielded in accordance with county requirements to prevent spillover onto adjacent properties, particularly the existing larger lot residences to the south. Less than significant impacts are anticipated.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

AGRICULTURE RESOURCES Would the project				
4. Agriculture a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b) Conflict with existing agricultural use, or a Williamson Act (agricultural preserve) contract (Riv. Co. Agricultural Land Conservation Contract Maps)?	☐	☐	☐	☒
c) Cause development of non-agricultural uses within	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
300 feet of agriculturally zoned property (Ordinance No. 625 "Right-to-Farm")?				
d) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	☐	☐	☒	☐

Source: Riverside County General Plan Figure OS-2 "Agricultural Resources," GIS database, and Project Application Materials.

Findings of Fact:

a) A portion of the project is located within farmland that is of local importance. The proposed project is not currently designated on the General Plan for agricultural use. The project will contribute to the cumulative loss of farmland in the County. The impacts of converting properties from agricultural to residential uses are included in a Certified Environmental Impact Report previously prepared for the Riverside County Integrated Project, adopted October 7, 2003. The Board of Supervisors found that there were no feasible mitigation measures or alternatives that could have satisfied the loss of Prime Farmland. Therefore, the Board of Supervisors adopted findings of overriding considerations on October 7, 2003. Since this project is consistent with and implements the General Plan, less than significant impacts are anticipated.

b) The proposal will not conflict with an existing agricultural use, or a Williamson Act contract. Therefore, no impact is anticipated.

c) The project is located near properties that are zoned Light Agriculture (A-1). As such, the project will cause development of non-agricultural uses within 300 feet of agriculturally zoned property. The project is adjacent to similar commercial uses, and therefore impacts are considered less than significant.

d) The project will result in additional development for the area which will convert farmland to non agriculture use. Any conversion would be required to be consistent with the General Plan. Therefore, there would be not significant impact to conversion of farmland to non agriculture uses.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

AIR QUALITY Would the project				
5. Air Quality Impacts	☐	☐	☒	☐
a) Conflict with or obstruct implementation of the applicable air quality plan?				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
d) Expose sensitive receptors which are located within 1 mile of the project site to project substantial point source emissions?	☐	☐	☒	☐
e) Involve the construction of a sensitive receptor located within one mile of an existing substantial point source emitter?	☐	☐	☒	☐
f) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Source: SCAQMD CEQA Air Quality Handbook Table 6-2

Findings of Fact:

a) The South Coast Air Quality Management District (SCAQMD) is responsible for developing a regional air quality management plan to insure compliance with state and federal air quality standards. The SCAQMD has adopted the 2003 Air Quality Management Plan (AQMP). The 2003 AQMP is based on socioeconomic forecasts (including population estimates) provided by the Southern California Association of Governments (SCAG). The County General Plan is consistent with SCAG's Regional Growth Management Plan and SCAQMD's Air Quality Management Plan. This project is consistent with the General Plan land use designations, and population estimates. The population proposed by this project will not obstruct the implementation of the 2003 AQMP; therefore, impacts are less than significant.

b,c)The South Coast Air Basin (SCAB) is in a non-attainment status for federal ozone standards, federal carbon monoxide standards, and state and federal particulate matter standards. Any development in the SCAB, including the proposed Project, would cumulatively contribute to these pollutant violations.

The project is consistent with the County's General Plan and the Jurupa Area Plan land use designations. The Riverside County General Plan (2003) is a policy document that reflects the County's vision for the future of Riverside County. The General Plan is organized into eight separate elements, including an Air Quality Element. The purpose of the Air Quality Element is to protect County residents from the harmful effects of poor air quality. The Air Quality Element identifies goals, policies, and programs that are meant to balance actions regarding land use, circulation, and other issues with their potential effects on air quality. The Air Quality Element, in conjunction with local and regional air quality planning efforts, addresses ambient air quality standards set forth by the Federal Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). Potential air quality impacts resulting from the proposed Project would not exceed emissions projected by the County's Air Quality Element. The County is charged with implementing the policies in its General Plan Air Quality Element, which are focused on reducing concentrations of criteria pollutants, reducing negative impacts to sensitive receptors, reducing mobile and stationary pollutant sources, increasing energy conservation and efficiency, improving the jobs to housing balance, and facilitating multi-jurisdictional coordination for the improvement of air quality.

The project would impact air quality in the short-term during construction and in the long-term through operation. Construction activities associated with the Project would result in emissions

of carbon monoxide (CO), volatile organic gases (VOC), nitrogen dioxide (NOX), particulate sulfate (SOX) and particulate matter (PM10 and PM2.5). Construction emissions are expected from the use of construction equipment (including heavy diesel trucks) and fugitive dust (associated with site preparation and equipment travel on paved and unpaved roads). Construction emissions would occur in close proximity to the disturbance area, but some spillover into the surrounding community may occur. In accordance with standard county requirements, dust control measures (COA 10.BS GRADE.4) and maintenance of construction equipment shall be utilized on the property to limit the amount of particulate matter generated. These are standard requirements and are not considered mitigation pursuant to CEQA.

Operational impacts associated with the project would be expected to result in emissions of VOC, NOX, CO, PM10, PM2.5 and SOX. Operational emissions would result from vehicle emissions, fugitive dust associated with vehicle travel, combustion emissions associated with natural gas use, emission related to electricity generation, and landscape equipment maintenance emissions. In the long term, emissions of VOC, NOX, CO, PM10 and PM2.5 and could exceed SCAQMD significance thresholds (in pounds per day). However, with compliance with standard county requirements for use of low VOC paints and compliance with California Energy Commission Title 24 requirements for building energy efficiency, direct and cumulative air quality impacts would be reduced to a level below significance. These are standard requirements and are not considered mitigation pursuant to CEQA. Therefore, less than significant impacts are anticipated.

d) A sensitive receptor is a person in the population who is particularly susceptible to health effects due to exposure to an air contaminant than is the population at large. Sensitive receptors (and the facilities that house them) in proximity to localized CO sources, toxic air contaminants or odors are of particular concern. High levels of CO are associated with major traffic sources, such as freeways and major intersections, and toxic air contaminants are normally associated with manufacturing and commercial operations. Land uses considered to be sensitive receptors include long-term health care facilities, rehabilitation centers, convalescent centers, retirement homes, residences, schools, playgrounds, child care centers, and athletic facilities. Surrounding land uses include residential, which is considered a sensitive receptor, however, the project is not expected to generate substantial point source emissions. The project will not generate significant odors. Therefore, less than significant impacts are anticipated.

e) The project site is not located within close proximity to a substantial point source emitter. Therefore, no impacts are anticipated.

f) The project will not create objectionable odors affecting a substantial number of people. Therefore, no impacts are anticipated.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

BIOLOGICAL RESOURCES Would the project				
6. Wildlife & Vegetation	☐	☐	☒	☐
a) Conflict with the provisions of an adopted Habitat				

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan?				
b) Have a substantial adverse effect, either directly or through habitat modifications, on any endangered, or threatened species, as listed in Title 14 of the California Code of Regulations (Sections 670.2 or 670.5) or in Title 50, Code of Federal Regulations (Sections 17.11 or 17.12)?	☐	☒	☐	☐
c) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Wildlife Service?	☐	☒	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?	☐	☐	☒	☐
f) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
g) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐

Source: GIS database, WRCMSHCP, On-site Inspection, PDB05365 prepared by Gonzales Environmental dated 4/11/08

Findings of Fact:

a) Per the review conducted by the Environmental Programs Department (EPD), the project site does not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan. Therefore, impacts are considered less than significant.

b) The project may have a substantial adverse effect, either directly or through habitat modifications, on any endangered, or threatened species, as listed in Title 14 of the California Code of Regulations (Sections 670.2 or 670.5) or in Title 50, Code of Federal Regulations (Sections 17.11 or 17.12). The EPD has conditioned the project to complete and submit a 30 Day Burrowing Owl Survey and a Migratory Bird Treaty Act Nesting Bird Survey (COA 60.EPD. 1, COA 60.EPD. 1). Therefore, impacts are considered less than significant with mitigation measures incorporated.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

c) The project may have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Wildlife Service. The EPD has conditioned the project to complete and submit a 30 Day Burrowing Owl Survey and a Migratory Bird Treaty Act Nesting Bird Survey (COA 60.EPD. 2, COA 60.EPD. 2). Therefore, impacts are considered less than significant with mitigation measures incorporated.

d) The project could interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites. The EPD has conditioned the project to complete and submit a Migratory Bird Treaty Act nesting Bird Survey (COA 60.EPD. 2). Therefore, impacts are considered less than significant with mitigation measures incorporated.

e) The project will not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Fish and Wildlife Service since it is not located within or near a riparian habitat or other sensitive natural community. Therefore, impacts are considered less than significant.

f) The project will not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means since it is not located within or near a federally protected wetland. Therefore, impacts are considered less than significant.

g) Based on the review conducted by the EPD, the project does not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Therefore, impacts are considered less than significant.

Mitigation: The EPD has conditioned the project to complete and submit a 30 Day Burrowing Owl Survey and a Migratory Bird Treaty Act Nesting Bird Survey (COA 60.EPD. 1, COA 60.EPD. 1).

Monitoring: Monitoring of mitigation measures shall be conducted by the EPD.

CULTURAL RESOURCES Would the project				
7. Historic Resources	☐	☐	☒	☐
a) Alter or destroy an historic site?				
b) Cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5?	☐	☐	☒	☐

Source: On-site Inspection, Project Application Materials

Findings of Fact:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

a) The project site is vacant and does not contain any historical structures. Therefore, no impacts are anticipated.

b) The proposed project would not cause substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5. Therefore, no impacts are anticipated.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

8. Archaeological Resources a) Alter or destroy an archaeological site.	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations, Section 15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐
d) Restrict existing religious or sacred uses within the potential impact area?	☐	☐	☐	☒

Source: Project Application Materials

Findings of Fact:

a) Per the review conducted by the Riverside County Archaeologist, the proposed project will not alter or destroy an archaeological site. In the event that during ground disturbance activities, unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, specific procedures as outlined in the conditions of approval must be followed (COA 10.PLANNING. 2). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, less than significant impacts are anticipated.

b) Per the review conducted by the Riverside County Archaeologist, the proposed project will not cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations, Section 15064.5. In the event that during ground disturbance activities, unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, specific procedures as outlined in the conditions of approval must be followed (COA 10.PLANNING. 2). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, less than significant impacts are anticipated.

c) Per the review conducted by the Riverside County Archaeologist, the proposed project will not disturb any human remains, including those interred outside of formal cemeteries. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98 (COA 10.PLANNING. 1). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, less than significant impacts are anticipated.

d) The proposed project will not restrict existing religious or sacred uses within the potential impact area. Therefore, no impacts are anticipated.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

9. Paleontological Resources a) Directly or indirectly destroy a unique paleontological resource, or site, or unique geologic feature?	☐	☒	☐	☐

Source: Riverside County General Plan Figure OS-8 "Paleontological Sensitivity"

Findings of Fact:

a) Based on the review conducted by the Riverside County Archaeologist, since the subject parcel is designated as HIGH A for paleontological resources, the land divider/permit holder shall retain a qualified paleontologist for monitoring and mitigation services for the proposed grading with respect to potential paleontological impacts. The developer shall submit a copy of a fully executed contract for the monitoring and mitigation services, including the name, telephone number and address of the retained, qualified paleontologist to the Planning Department and the Department of Building and Safety. A Pre-grade meeting between the paleontologist and the excavation and grading contractor shall be held. When necessary, in the professional opinion of the retained paleontologist (and/or as determined by the Planning Director), the paleontologist or representative shall have the authority to monitor actively all project related grading and construction and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of paleontological resources (COA 60.PLANNING. 1). Therefore, impacts are considered less than significant with mitigation measures incorporated.

Mitigation: Since the subject parcel is designated as HIGH A for paleontological resources, the land divider/permit holder shall retain a qualified paleontologist for monitoring and mitigation services for the proposed grading with respect to potential paleontological impacts. The developer shall submit a copy of a fully executed contract for the monitoring and mitigation services, including the name, telephone number and address of the retained, qualified paleontologist to the Planning Department and the Department of Building and Safety. A Pre-grade meeting between the paleontologist and the excavation and grading contractor shall be held. When necessary, in the professional opinion of the retained paleontologist (and/or as determined by the Planning Director), the paleontologist or representative shall have the authority to monitor actively all project related grading and construction

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of paleontological resources (COA 60.PLANNING. 1).

Monitoring: Monitoring of mitigation measures shall be conducted by the Planning Department, more specifically the County Archaeologist or any person designated fro such task.

GEOLOGY AND SOILS Would the project				
10. Alquist-Priolo Earthquake Fault Zone or County Fault Hazard Zones a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death?	☐	☐	☒	☐
b) Be subject to rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-2 "Earthquake Fault Study Zones," GIS database, Geologist Comments, GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007

Findings of Fact:

a) Per the review conducted by the Riverside County Geologist, the project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death. GEO No. 1997 concluded that no faulting has been mapped on the site or noted during the consultant's geologic investigation of the site. Also, the potential for surface fault rupture on the site is considered negligible (COA 10.PLANNING. 3). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

b) Based on the review conducted by the Riverside County Geologist, the project will not be subject to rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. GEO No. 1997 concluded that the closest active fault to the site is the Chino fault located about 7.9 miles southwest of the site; no faulting has been mapped on the site or noted during the consultant's geologic investigation of the site. Also, the potential for surface fault rupture on the site is considered negligible (COA 10.PLANNING. 3). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

11. Liquefaction Potential Zone a) Be subject to seismic-related ground failure, including liquefaction?	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Source: Riverside County General Plan Figure S-3 "Generalized Liquefaction", GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007

Findings of Fact:

a) Based on GEO No. 1997, the potential for liquefaction on the site is considered negligible, since groundwater levels are below 50 feet and dense granular sub-soils exist on the site (COA 10.PLANNING. 3). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

12. Ground-shaking Zone Be subject to strong seismic ground shaking?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-4 "Earthquake-Induced Slope Instability Map," and Figures S-13 through S-21 (showing General Ground Shaking Risk), GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007

Findings of Fact:

a) Based on GEO No. 1997, the project will not be subjected to strong seismic ground shaking. The closest active fault to the site is the Chino fault located about 7.9 miles southwest of the site. The potential for surface fault rupture on the site is considered negligible (COA 10.PLANNING. 3). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

13. Landslide Risk a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, collapse, or rockfall hazards?	☐	☐	☒	☐

Source: On-site Inspection, Riverside County General Plan Figure S-5 "Regions Underlain by Steep Slope", GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007

Findings of Fact:

a) Based on GEO No. 1997, the project is not located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site

landslide, lateral spreading, collapse, or rock-fall hazards (COA 10.PLANNING. 3). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

14. Ground Subsidence	☐	☐	☒	☐
a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in ground subsidence?				

Source: Resolution No. 94-125, GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007

Findings of Fact:

a) Based on GEO No. 1997, the project will not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in ground subsidence (COA 10.PLANNING. 3). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

15. Other Geologic Hazards	☐	☐	☒	☐
a) Be subject to geologic hazards, such as seiche, mudflow, or volcanic hazard?				

Source: On-site Inspection, Project Application Materials, GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007

Findings of Fact:

a) Based on GEO No. 1997, the project will not be subject to geologic hazards, such as seiche, mudflow, or a volcanic hazard (COA 10.PLANNING. 3). This condition of approval is not considered unique mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

16. Slopes	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Change topography or ground surface relief features?				
b) Create cut or fill slopes greater than 2:1 or higher than 10 feet?	☐	☐	☒	☐
c) Result in grading that affects or negates subsurface sewage disposal systems?	☐	☐	☒	☐

Source: Riv. Co. 800 Scale Slope Maps, Project Application Materials

Findings of Fact:

a) The project will change the topography or ground surface relief features of the project site, but project design will mitigate any potential impacts that this may create. The design and safety of proposed slopes has been reviewed by the Building and Safety – Grading Division, Riverside County Geologist and the Riverside County Planning Department. All agencies have deemed the project proposal to be designed to protect the health, safety, and welfare of the public. Standard conditions of approval have been issued regarding slopes that will further ensure protection of public health, safety, and welfare upon final engineering of the project and are not considered mitigation for CEQA implementation purposes. Therefore, impacts are considered less than significant.

b) The project does not propose slopes greater than 2:1 or higher than 10 feet. Therefore, there will be no impact as a result of the project.

c) Grading will not negate or affect the subsurface sewage disposal systems. Therefore, there will be no impact as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

17. Soils				
a) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
b) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐

Source: U.S.D.A. Soil Conservation Service Soil Surveys, Project Application Materials, On-site Inspection, GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007

Findings of Fact:

a) The development of the project may have the potential to result in soil erosion during grading and construction. Standard conditions of approval have been issued regarding soil erosion that will further ensure protection of public health, safety, and welfare upon final engineering of the project and are not considered mitigation for CEQA implementation purposes. Therefore, impacts are considered less than significant.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

b) The geologic reports prepared for the project did not identify any expansive soils on the surface of the site. The project may be located on expansive soil; however, California Building Code (CBC) requirements pertaining to residential development will mitigate the potential impact to less than significant. As CBC requirements are applicable to all residential development they are not considered mitigation for CEQA implementation purposes. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

18. Erosion	☐	☐	☒	☐
a) Change deposition, siltation, or erosion that may modify the channel of a river or stream or the bed of a lake?				
b) Result in any increase in water erosion either on or off site?	☐	☐	☒	☐

Source: U.S.D.A. Soil Conservation Service Soil Surveys

Findings of Fact:

a) The proposed project will not change deposition, siltation, or erosion that may modify the channel of a river or stream or the bed of a lake. Therefore, there will be no impact as a result of the project.

b) The inclusion of flood control facilities and impermeable surfaces will increase runoff from the site. Existing flood control facilities will provide adequate capture of these increased flows. Riverside County Flood Control and Water Conservation District has provided standard conditions of approval to ensure erosion impacts are mitigated to less than significant levels upon final engineering and are not considered mitigation for CEQA implementation purposes.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

19. Wind Erosion and Blowsand from project either on or off site.	☐	☐	☒	☐
a) Be impacted by or result in an increase in wind erosion and blowsand, either on or off site?				

Source: Riverside County General Plan Figure S-8 "Wind Erosion Susceptibility Map," Ord. 460, Sec. 14.2 & Ord. 484

Findings of Fact:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

a) The project site lies within a high area of wind erosion. The project will decrease the amount of exposed dirt, which is subject to wind erosion, with the incorporation of concrete, asphalt, and landscaping. A condition has been placed on the project to control dust created during grading activities (COA 10.BS GRADE. 5). This is a standard condition of approval and is not considered mitigation pursuant to CEQA. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

HAZARDS AND HAZARDOUS MATERIALS Would the project				
20. Hazards and Hazardous Materials a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan?	☐	☐	☐	☒
d) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
e) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒

Source: Project Application Materials

Findings of Fact:

a) The project proposes residential land uses; therefore, the project will not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Through the implementation of project conditions of approval and standard county requirements, the project will have a less then significant impact from hazardous materials.

b) The project proposes residential land uses; however, it may result in the use and disposal of substances such as household and commercial cleaning products, fertilizers, pesticides, automotive fluids, etc, but the nature and volume of such substances associated with residential use would not present the potential to create a significant public or environmental hazard. Therefore, impacts are considered less than significant.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

c) The project will provide adequate access to the proposed residential use, and will not encroach on any right-of-way; the project will not impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan. Therefore, there will be no impact as a result of the project.

d) The project proposes residential land uses and no schools are located within one-quarter mile of the project site. Therefore, the project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Therefore, there will be no impact as a result of the project.

e) The project site is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, which could create a significant hazard to the public and/or the environment. Therefore, there will be no impact as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

21. Airports a) Result in an inconsistency with an Airport Master Plan?	☐	☐	☐	☒
b) Require review by the Airport Land Use Commission?	☐	☐	☐	☒
c) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
d) For a project within the vicinity of a private airstrip, or heliport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒

Source: Riverside County General Plan Figure S-19 "Airport Locations," GIS database

Findings of Fact:

a) The project is not located within an Airport Master Plan. Therefore, there will be no impact as a result of the project.

b) The project is not located within an airport or an airport influence area. As such, review by ALUC is not necessary and there will be no impact as a result of the project.

c) The project is not located within an airport land use plan or within two miles of a public airport or a public use airport. As such, no safety hazard will be posed to people residing or working in the project area because of the project being located within an airport land use plan or within two miles of a public airport or a public use airport. Therefore, there will be no impact as a result of the project.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

d) The project is not located within the vicinity of a private airstrip, or heliport, and, as such, will not pose a safety hazard for people residing or working in the project area because of a private airstrip or heliport. Therefore, there will be no impact as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

22. Hazardous Fire Area a) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-11 "Wildfire Susceptibility," GIS database

Findings of Fact:

a) The proposed project is not located within a high fire hazard area. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

HYDROLOGY AND WATER QUALITY Would the project				
23. Water Quality Impacts a) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	☐	☒	☐	☐
b) Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐
c) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
d) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☒	☐	☐
e) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Insurance Rate Map or other flood hazard delineation map?				
f) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☒	☐
g) Otherwise substantially degrade water quality?	☐	☐	☒	☐
h) Include new or retrofitted stormwater Treatment Control Best Management Practices (BMPs) (e.g. water quality treatment basins, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g. increased vectors and odors)?	☐	☒	☐	☐

Source: Riverside County Flood Control District Flood Hazard Report/Condition.

Findings of Fact:

a) Based on the review conducted by the Riverside County Flood Control District (Flood), the project will not substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site. The project has been conditioned to locate offsite drainage facilities within dedicated drainage easements obtained from affected property owners (COA 60. FLOOD RI. 4) Therefore, impacts are considered less than significant with mitigation measures incorporated.

b) Based on the review conducted by Flood, the project will not violate any water quality standards or waste discharge requirements since all such standards and requirements have been accounted for in the design of the project. Therefore, impacts are considered less than significant.

c) Based on the review conducted by Flood, the project will not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted). The project has taken into account possible depletion of groundwater supplies and recharge in its design. Therefore, impacts are considered less than significant.

d) The project will not create or contribute runoff water that would exceed the capacity of existing or planned storm-water drainage systems or provide substantial additional sources of polluted runoff. The project has been conditioned to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be

redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4). Therefore, impacts are considered less than significant with mitigation measures incorporated.

e) Based on the review conducted by Flood, the project will not place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. Due to the construction a 60-inch storm drain in Limonite Ave (Day Creek Lateral B- Drawing No. 1-404)) the site is protected from offsite storm flows. The project is considered free from ordinary storm flood hazard (COA 10.FLOOD RI. 1). Therefore, impacts are considered less than significant.

f) Based on the review conducted by Flood, the project will not place within a 100-year flood hazard area structures which would impede or redirect flood flows. Due to the construction a 60-inch storm drain in Limonite Ave (Day Creek Lateral B- Drawing No. 1-404)) the site is protected from offsite storm flows. The project is considered free from ordinary storm flood hazard (COA 10.FLOOD RI. 1). Therefore, impacts are considered less than significant.

g) Based on the review conducted by the Riverside County Flood Control District, the proposal will not otherwise substantially degrade water quality. Therefore, impacts are considered less than significant.

h) The project has been conditioned to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4). Therefore, impacts are considered less than significant with mitigation measures incorporated.

Mitigation: The project has been conditioned to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4).

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Monitoring: Monitoring of mitigation measures shall be conducted by Flood and the Building & Safety Department through the plan check process.

24. Floodplains

Degree of Suitability in 100-Year Floodplains. As indicated below, the appropriate Degree of Suitability has been checked.

NA - Not Applicable ☒ U - Generally Unsuitable ☐ R - Restricted ☐

a) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	☐	☒	☐	☐
b) Changes in absorption rates or the rate and amount of surface runoff?	☐	☒	☐	☐
c) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam (Dam Inundation Area)?	☐	☐	☒	☐
d) Changes in the amount of surface water in any water body?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-9 "100- and 500-Year Flood Hazard Zones," Figure S-10 "Dam Failure Inundation Zone," Riverside County Flood Control District Flood Hazard Report/Condition, GIS database

Findings of Fact:

a) Based on the review conducted by the Riverside County Flood Control District (Flood), the project could Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site. The project has been conditioned to to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4). Therefore, impacts are considered less than significant with mitigation measures incorporated.

b) Based on the review conducted by the Riverside County Flood Control District, the project could change absorption rates or the rate and amount of surface runoff. The project has been

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

conditioned to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4). Therefore, impacts are considered less than significant with mitigation measures incorporated.

c) Based on the review conducted by Flood, the project will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam (Dam Inundation Area) since it is not located within or near a levee or dam. Therefore, impacts are considered less than significant.

d) Based on the review conducted by the Riverside County Flood Control District, the project will not change the amount of surface water in any water body since none is located within or near the project's vicinity. Therefore, impacts are considered less than significant.

Mitigation: The project has been conditioned to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RAI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4).

Monitoring: Monitoring of mitigation measures shall be conducted by Flood and the Building & Safety Department through the plan check process.

LAND USE/PLANNING Would the project				
25. Land Use	☐	☒	☐	☐
a) Result in a substantial alteration of the present or planned land use of an area?				
b) Affect land use within a city sphere of influence and/or within adjacent city or county boundaries?	☐	☐	☐	☒

Source: RCIP, GIS database, Project Application Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Findings of Fact:

a) The project will not result in a substantial alteration of the present or planned land use of an area. The project has been conditioned to have no grading permits issued until General Plan Amendment No. 882 and Change of Zone No. 7533 have been approved and adopted by the Board of Supervisors and have been made effective. This permit shall conform with the development standards of the designation and/or zone ultimately applied to the property (COA 60.PLANNING. 11). The General Plan Amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to a Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) General Plan Land use designation per the Commercial Retail Overly Area. The General Plan anticipated that a development of this type would eventually be proposed in this area, and as such put the subject site and areas to the west of the site within a Community Development Overlay. The Change of Zone proposes to change the project site's current Zoning Classification from Residential Agriculture (R-A) to General Commercial (C-1/C-P) for consistency purposes. When those development applications are approved then the project will be consistent with the present and planned land use of the area. Therefore, impacts are considered less than significant with mitigation measures incorporated.

b) The project is not located within a city sphere of influence and is not adjacent to a city or county boundary. Therefore, there will be no impact as a result of the project.

Mitigation: The project has been conditioned to have no grading permits issued until General Plan Amendment No. 882 and Change of Zone No. 7533 have been approved and adopted by the Board of Supervisors and have been made effective. This permit shall conform with the development standards of the designation and/or zone ultimately applied to the property (COA 60.PLANNING. 11).

Monitoring: Monitoring of mitigation measures shall be conducted by the Planning Department and the Building & Safety Department.

26. Planning	☐	☐	☒	☐
a) Be consistent with the site's existing or proposed zoning?				
b) Be compatible with existing surrounding zoning?	☐	☐	☒	☐
c) Be compatible with existing and planned surrounding land uses?	☐	☒	☐	☐
d) Be consistent with the land use designations and policies of the Comprehensive General Plan (including those of any applicable Specific Plan)?	☐	☒	☐	☐
e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?	☐	☐	☒	☐

Source: Riverside County General Plan Land Use Element, Staff review, GIS database

Findings of Fact:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

a) The project is consistent with the proposed General Commercial (C-1/C-P) zoning classification. Therefore, impacts are considered less than significant.

b) The project will be consistent with the surrounding zoning since the project is adjacent to the Scenic Highway Commercial (C-P-S) zoning classification. Therefore, impacts are considered less than significant.

c) The project has been conditioned to have no grading permits issued until General Plan Amendment No. 882 and Change of Zone No. 7533 have been approved and adopted by the Board of Supervisors and have been made effective. This permit shall conform with the development standards of the designation and/or zone ultimately applied to the property (COA 60.PLANNING. 11). The General Plan Amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to a Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) general Plan Land use designation per the Commercial Retail Overly Area. The Change of Zone proposes to change the project site's current Zoning Classification from Residential Agriculture (R-A) to General Commercial (C-1/C-P) for consistency purposes. When those development applications are approved then the project will be consistent with the present and planned surrounding land uses of the area. Therefore, impacts are considered less than significant with mitigation measures incorporated.

d) The project has been conditioned to have no grading permits issued until General Plan Amendment No. 882 has been adopted by the Board of Supervisors and have been made effective. This permit shall conform with the development standards of the designation and/or zone ultimately applied to the property (COA 60.PLANNING. 11). Therefore, impacts are considered less than significant with mitigation measures incorporated.

e) The project will not disrupt or divide the physical arrangement of an established community (including low-income or a minority community) since the project site is predominantly vacant and is designed to continue the current and future logical development of the area. Therefore, impacts are considered less than significant.

Mitigation: The project has been conditioned to have no grading permits issued until General Plan Amendment No. 882 and Change of Zone No. 7533 have been approved and adopted by the Board of Supervisors and have been made effective. This permit shall conform with the development standards of the designation and/or zone ultimately applied to the property (COA 60.PLANNING. 11).

Monitoring: Monitoring of mitigation measures shall be conducted by the Planning Department and the Building & Safety Department.

MINERAL RESOURCES Would the project				
27. Mineral Resources a) Result in the loss of availability of a known mineral resource in an area classified or designated by the State that would be of value to the region or the residents of the State?	☐	☐	☒	☐
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
plan, specific plan or other land use plan?				
c) Be an incompatible land use located adjacent to a State classified or designated area or existing surface mine?	☐	☐	☒	☐
d) Expose people or property to hazards from proposed, existing or abandoned quarries or mines?	☐	☐	☒	☐

Source: Riverside County General Plan Figure OS-5 "Mineral Resources Area"

Findings of Fact:

a) Per the RCIP and the review conducted by the Riverside County Geologist, the project site is located within Mineral Zone MRZ-3; however, no mineral resources have been identified on the project site and there is no historical use of the site or surrounding area for mineral extraction purposes. Therefore, impacts are considered to be less than significant.

b) Per the review conducted by the Riverside County Geologist, the development of the proposed project will not result in the loss of availability of a locally-important mineral resource recovery site. Therefore, impacts are considered to be less than significant.

c) Per the review conducted by the riverside County Geologist, the project site is not located adjacent to a State classified or designated area or existing surface mine. Therefore, impacts are considered less than significant.

d) Per the review conducted by the Riverside County Geologist and application materials, the project does not propose or is located within existing or abandoned quarries or mines. Therefore, impacts are considered to be less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

NOISE Would the project result in				
Definitions for Noise Acceptability Ratings Where indicated below, the appropriate Noise Acceptability Rating(s) has been checked. NA - Not Applicable A - Generally Acceptable B - Conditionally Acceptable C - Generally Unacceptable D - Land Use Discouraged				
28. Airport Noise	☐	☐	☐	☒
a) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the project area to excessive noise levels? NA ☒ A ☐ B ☐ C ☐ D ☐				
b) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? NA ☒ A ☐ B ☐ C ☐ D ☐	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Source: Riverside County General Plan Figure S-19 "Airport Locations," County of Riverside Airport Facilities Map

Findings of Fact:

a) Per the RCIP, the project site is not located within an airport land use plan or within two miles of a public airport or a public use airport that would expose people working in the project site to excessive noise levels. Therefore, there will be no impacts as a result of the project.

b) Per the RCIP, the project site is not located within the vicinity of a private airstrip that would expose people working in the project site to excessive noise levels. Therefore, there will be no impacts as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

29. Railroad Noise	☐	☐	☐	☒
NA ☒ A ☐ B ☐ C ☐ D ☐				

Source: Riverside County General Plan Figure C-1 "Circulation Plan", GIS database, On-site Inspection

Findings of Fact:

a) The project site is not located near an active railroad line and is not proposing one. Therefore, there will be no impacts as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

30. Highway Noise	☐	☐	☐	☒
NA ☒ A ☐ B ☐ C ☐ D ☐				

Source: On-site Inspection, Project Application Materials

Findings of Fact:

a) The project is not located near a highway and is not proposing one. Therefore, there will be no impact as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
31. Other Noise NA ☒ A ☐ B ☐ C ☐ D ☐	☐	☐	☐	☒

Source: Project Application Materials, GIS database

Findings of Fact:

a) No other noise sources have been identified near the project site that would contribute a significant amount of noise to the project. Therefore, there will be no impact as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

32. Noise Effects on or by the Project a) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
b) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
c) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
d) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☐	☒	☐

Source: Project Application Materials

Findings of Fact:

a) Although the project will increase the ambient noise level in the immediate vicinity during construction, and the general ambient noise level will increase slightly after project completion, the impacts are not considered significant. The cumulative ambient noise from this project and those surrounding it are also considered less than significant.

b) The project may create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. However, all noise generated during project construction and the operation of the site must comply with the County's noise standards, which restricts construction (short-term) and operational (long-term) noise levels. Therefore, impacts are considered less than significant.

c) The project will not expose people to a generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

agencies. Noise impacts from mobile sources on the project site were determined to be non-significant under the Highway Noise section. In addition, the County's General Plan indicates that measures must be implemented along affected roadways in the project area to minimize noise impacts from cumulative traffic on these roads. Therefore, impacts are considered less than significant.

d) The project will not expose any person to excessive ground-borne vibration or ground-borne noise levels. Any excessive ground-borne vibration may result from construction related to grading of the commercial development, but will be short-term and negligent. Therefore, impacts are considered to be less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

POPULATION AND HOUSING Would the project				
33. Housing	☐	☐	☐	☒
a) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				
b) Create a demand for additional housing, particularly housing affordable to households earning 80% or less of the County's median income?	☐	☐	☒	☐
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
d) Affect a County Redevelopment Project Area?	☐	☐	☒	☐
e) Cumulatively exceed official regional or local population projections?	☐	☐	☒	☐
f) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐

Source: Project Application Materials, GIS database, Riverside County General Plan Housing Element

Findings of Fact:

a) The project site is primarily vacant farmland. The project will not displace any housing and will not result in additional impacts.

b) The project will not create a demand for additional housing beyond since it is a commercial development for storage purposes. Therefore, impacts are considered less than significant.

c) The project will not displace any people since it is located within vacant land. Therefore, there will be no impact as a result of the project.

d) The proposed project is located within the Jurupa Valley Redevelopment Area. The project is consistent with all applicable policies of the Jurupa Valley Redevelopment Area and has accounted for such policies in its design. Therefore, impacts are considered less than significant.

e) The project will not cumulatively exceed official regional or local population projections since it is consistent with the projections of the General Plan. Therefore, impacts are considered less than significant.

f) The project could encourage additional residential developments in the area, but the development would have to be consistent with the General Plan; therefore, the project would not induce substantial population growth. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

PUBLIC SERVICES Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

34. Fire Services	☐	☐	☒	☐

Source: Riverside County General Plan Safety Element

Findings of Fact:

a) The project area is serviced by the Riverside County Fire Department. Any effects will be mitigated by the payment of standard fees to the County of Riverside. The project will not directly physically alter existing facilities or result in the construction of new or physically altered facilities. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards. This project has been conditioned to comply with County Ordinance No. 659 in order to mitigate the potential effects to fire services. This is a standard condition of approval and pursuant to CEQA is not considered mitigation (COA 90.PLANNING. 31).

Additionally, the project will not result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities. Any construction of new facilities required by the cumulative effects will have to meet all applicable environmental standards. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
35. Sheriff Services	☐	☐	☒	☐

Source: RCIP

Findings of Fact:

a) The proposed area is serviced by the Riverside County Sheriff's Department. The proposed project would not have an incremental effect on the level of sheriff services provided in the vicinity of the project area. The project will not physically alter existing facilities or result in the construction of new or physically altered facilities. The proposed area is serviced by the Riverside County Sheriff's Department. The proposed project would not have an incremental effect on the level of sheriff services provided in the vicinity of the project area. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards. This project has been conditioned to comply with County Ordinance No. 659 in order to mitigate the potential effects to fire services. This is a standard condition of approval and pursuant to CEQA is not considered mitigation (COA 90.PLANNING. 31).

Additionally, the project will not result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities. Any construction of new facilities required by the cumulative effects will have to meet all applicable environmental standards. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

36. Schools	☐	☐	☒	☐

Source: Corona-Norco Unified School District correspondence, GIS database

Findings of Fact:

a) The project will not physically alter existing facilities or result in the construction of new or physically altered facilities. The proposed project is located within the Corona-Norco Unified School District. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards. This project has been conditioned to comply with School Mitigation Impact fees in order to mitigate the potential effects to school services. This is a standard condition of approval and pursuant to CEQA is not considered mitigation (COA 80.PLANNING. 17). Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
37. Libraries	☐	☐	☒	☐

Source: RCIP

Findings of Fact:

a) Library services for existing residences on the project site are provided by the Riverside County Public Library System. Development fees are required by the Riverside County Public Library System. The project will not physically alter existing facilities or result in the construction of new or physically altered facilities. Development fees required by the Riverside County Ordinance No. 659 may be used at the County's discretion to provide additional library facilities. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards. This project has been conditioned to comply with County Ordinance No. 659 in order to mitigate the potential effects to library services. This is a standard condition of approval and pursuant to CEQA is not considered mitigation (COA 90.PLANNING. 31).

Additionally, the project will not result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities. Any construction of new facilities required by the cumulative effects will have to meet all applicable environmental standards. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

38. Health Services	☐	☐	☒	☐

Source: RCIP

Findings of Fact:

a) The use of the proposed project would not cause an impact on health services. The site is located within the service parameters of County health centers. The project will not physically alter existing facilities or result in the construction of new or physically altered facilities. The presence of medical communities generally corresponds with the increase in population associated with the new development. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

RECREATION				
39. Parks and Recreation	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				
b) Would the project include the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
c) Is the project located within a C.S.A. or recreation and park district with a Community Parks and Recreation Plan (Quimby fees)?	☐	☐	☒	☐

Source: GIS database, Ord. No. 460, Section 10.35 (Regulating the Division of Land – Park and Recreation Fees and Dedications), Ord. No. 659 (Establishing Development Impact Fees), Parks & Open Space Department Review

Findings of Fact:

a) The project will not include recreational facilities or require the construction or expansion of recreation facilities which might have an adverse physical effect on the environment. Therefore, impacts are considered less than significant.

b) The project will not include the use of existing neighborhood or regional parks or other recreation facilities such that substantial physical deterioration of the facility would occur or be accelerated. Therefore, impacts are considered less than significant.

c) Per Ordinance No. 460, commercial and industrial projects are exempt from Quimby fees. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

40. Recreational Trails	☐	☐	☐	☒

Source: Riv. Co. 800 Scale Equestrian Trail Maps, Open Space and Conservation Map for Western County trail alignments

Findings of Fact:

a) The project does not include a recreational trail and has not been conditioned by the Riverside County Regional Park and Open Space District to provide one. Therefore, there will be no impact as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
TRANSPORTATION/TRAFFIC Would the project				
41. Circulation a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	☐	☐	☒	☐
b) Result in inadequate parking capacity?	☐	☐	☒	☐
c) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated road or highways?	☐	☐	☒	☐
d) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☒	☐
e) Alter waterborne, rail or air traffic?	☐	☐	☒	☐
f) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	☐	☐	☒	☐
g) Cause an effect upon, or a need for new or altered maintenance of roads?	☐	☒	☐	☐
h) Cause an effect upon circulation during the project's construction?	☐	☐	☒	☐
i) Result in inadequate emergency access or access to nearby uses?	☐	☐	☐	☒
j) Conflict with adopted policies supporting alternative transportation (e.g. bus turnouts, bicycle racks)?	☐	☐	☐	☒

Source: RCIP

Findings of Fact:

a) The Transportation Department did not require a traffic study for the proposed project due to its relatively low level of units. The existing roads in the area along with the proposed road improvements will adequately serve the increased traffic created by the project. Therefore, impacts are considered less than significant.

b) The proposed project will not result in inadequate parking capacity since it is a commercial development that has accounted for required parking in its design. Therefore, impacts are considered to be less than significant.

c) Per the review conducted by the Riverside County Transportation Department, the project will not exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways. Therefore, impacts are considered less than significant.

d) Per the review conducted by the Riverside County Airport Land Use Commission (ALUC), the project will not result in a change in air traffic patterns. Therefore, there will be no impact as a result of the project.

e) Per the review conducted by the Riverside County Transportation Department and the ALUC, the project will not alter waterborne, rail or air traffic. Therefore, there will be no impact as a result of the project.

f) Per the review conducted by the Riverside County Transportation Department, the project will not substantially increase hazards to a design feature. Therefore, there will be no impact as a result of the project.

g) The project will cause an effect upon, or a need for new or altered maintenance of roads. The project has been conditioned provide sufficient public street right-of-way along Limonite Avenue shall be conveyed for public use to provide for a 76 foot half-width right-of-way. Sufficient public street right-of-way along 63rd Street shall be conveyed for public use to provide for a 30 foot half-width right-of-way (COA 80.TRANS. 1). Therefore, impacts are considered less than significant with mitigation measures incorporated.

h) There may be temporary traffic delays during street improvements for Limonite Avenue and 63rd Street, but the delays will cease upon completion of construction. Therefore, impacts are considered less than significant.

i) The project will not result in inadequate emergency access or access to nearby uses. Therefore, there will be no impact as a result of the project.

j) The project will not conflict with policies supporting alternative transportation. The project has been designed to promote pedestrian and bicycle use. Therefore, there will be no impact as a result of the project.

Mitigation: The project has been conditioned provide sufficient public street right-of-way along Limonite Avenue shall be conveyed for public use to provide for a 76 foot half-width right-of-way. Sufficient public street right-of-way along 63rd Street shall be conveyed for public use to provide for a 30 foot half-width right-of-way (COA 80.TRANS. 1).

Monitoring: Monitoring of mitigation measures shall be conducted by Riverside County Transportation Department and the Building & Safety Department through the plan check process.

42. Bike Trails	☐	☐	☐	☒

Source: RCIP

Findings of Fact:

a) The project is not located adjacent to any proposed bike trails and is not required to provide any bike trails. Therefore, there will be no impact as a result of the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
UTILITY AND SERVICE SYSTEMS Would the project				
43. Water a) Require or result in the construction of new water treatment facilities or expansion of existing facilities, the construction of which would cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☒	☐	☐

Source: Department of Environmental Health Review

Findings of Fact:

a) Based on the review conducted by the Department of Environmental Health, the project will not require or result in the construction of new water treatment facilities or expansion of existing facilities, the construction of which would cause significant environmental effects. Therefore, impacts are considered less than significant.

b) Based on the review conducted by the Department of Environmental Health, the project may have sufficient water supplies available to serve the project from existing entitlements and resources. The project has been conditioned to provide a "will serve" letter is required from the agency/agencies serving potable water and sanitary sewers prior to building permit issuance (COA 80.E HEALTH. 1). Therefore, impacts are considered less than significant with mitigation measures incorporated.

Mitigation: The project has been conditioned to provide a "will serve" letter is required from the agency/agencies serving potable water and sanitary sewers prior to building permit issuance (COA 80.E HEALTH. 1).

Monitoring: Monitoring of mitigation measures shall be conducted by the Department of Environmental Health and by the Building & Safety Department through the plan check process.

44. Sewer a) Require or result in the construction of new wastewater treatment facilities, including septic systems, or expansion of existing facilities, the construction of which would cause significant environmental effects?	☐	☐	☒	☐
b) Result in a determination by the wastewater treatment provider that serves or may service the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☒	☐	☐

Source: Department of Environmental Health Review

Findings of Fact:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

a) Based on the review conducted by the Department of Environmental Health, the project will not require or result in the construction of new wastewater treatment facilities, including septic systems, or expansion of existing facilities, the construction of which would cause significant environmental effects. Therefore, impacts are considered less than significant.

b) Based on the review conducted by the Department of Environmental Health, the project may result in a determination by the wastewater treatment provider that serves or may service the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. The project has been conditioned to provide a "will serve" letter is required from the agency/agencies serving potable water and sanitary sewers prior to building permit issuance (COA 80.E HEALTH. 1). Therefore, impacts are considered less than significant with mitigation measures incorporated.

Mitigation: The project has been conditioned to provide a "will serve" letter is required from the agency/agencies serving potable water and sanitary sewers prior to building permit issuance (COA 80.E HEALTH. 1).

Monitoring: Monitoring of mitigation measures shall be conducted by the Department of Environmental Health and by the Building & Safety Department through the plan check process.

45. Solid Waste a) Is the project served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
b) Comply with federal, state, and local statutes and regulations related to solid wastes (including the CIWMP (County Integrated Waste Management Plan)?	☐	☐	☒	☐

Source: RCIP, Riverside County Waste Management District correspondence

Findings of Fact:

a) The project will not substantially alter existing or future solid waste generation patterns and disposal services. The project will be served by the Desert Center Sanitary Landfill in Corona, CA. The Desert Center Sanitary Landfill has sufficient capacity to accommodate the project's solid waste disposal needs. Therefore, impacts are considered less than significant.

b) Based on the review conducted by the Riverside County Waste Management District, the project will be consistent with the County Integrated Waste Management Plan. Therefore, impacts are considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
46. Utilities				
Would the project impact the following facilities requiring or resulting in the construction of new facilities or the expansion of existing facilities; the construction of which could cause significant environmental effects?				
a) Electricity?	☐	☐	☒	☐
b) Natural gas?	☐	☐	☒	☐
c) Communications systems?	☐	☐	☒	☐
d) Storm water drainage?	☐	☒	☐	☐
e) Street lighting?	☐	☐	☒	☐
f) Maintenance of public facilities, including roads?	☐	☐	☒	☐
g) Other governmental services?	☐	☐	☒	☐
h) Conflict with adopted energy conservation plans?	☐	☐	☒	☐

Source: RCIP

Findings of Fact:

a-c) The proposed project is within the service boundaries of Southern California Edison for electricity service, Southern California Gas Co. for gas service and SBC/Pacific Bell for communication system service. These utilities are available adjacent to the site and connections to the service lines would not require physical impacts beyond the boundaries of the Project's disturbance area footprint or roadway rights-of-way. Therefore, impacts are considered less than significant.

d) The project will not create or contribute runoff water that would exceed the capacity of existing or planned storm-water drainage systems or provide substantial additional sources of polluted runoff. The project has been conditioned to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4). Therefore, impacts are considered less than significant with mitigation measures incorporated.

e) Street lighting installed by the project would not cause physical impacts beyond the boundaries of the projects disturbance area footprint or adjacent roadway rights-of-way. Therefore, impacts are considered less than significant.

f) The project would construct new roads requiring maintenance. Maintenance of these roadways would not cause physical impacts beyond the boundaries of the Project's disturbance area footprint or adjacent roadway rights-of-way. Therefore, impacts are considered to be less than significant.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

g) No other known government services would be adversely affected by development of the project. Therefore, impacts are considered to be less than significant.

h) The proposed project would not be regarded as an energy-intensive land use and as such, would not result in a conflict with adopted energy conservation plans. Development would be required to comply with Title 24 of the California Code of Regulations regarding energy efficiency. Therefore, impacts are considered to be less than significant.

Mitigation: The project has been conditioned to submit improvement plans, grading plans, and BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit (COA 60.FLOOD RI. 2). Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review (COA 60.FLOOD RI. 3). Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement (COA 60.FLOOD RI. 4).

Monitoring: Monitoring of mitigation measures shall be conducted by Flood and the Building & Safety Department through the plan check process.

MANDATORY FINDINGS OF SIGNIFICANCE				
47. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare, or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒

Source: Staff review, Project Application Materials

Findings of Fact: Implementation of the proposed project would not degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife populations to drop below self sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

48. Does the project have impacts which are individually	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of other current projects)?				

Source: Staff review, Project Application Materials

Findings of Fact: The project does not have impacts which are individually limited, but cumulatively considerable.

49.	Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Source: Staff review, project application

Findings of Fact: The proposed project would not result in environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly.

VI. EARLIER ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration as per California Code of Regulations, Section 15063 (c) (3) (D). In this case, a brief discussion should identify the following:

Earlier Analyses Used, if any:

- GEO No. 1997 prepared by Associated Soils Engineering, Inc. dated November 28, 2007
- Riverside County Integrated project (RCIP)
- Riverside County Ordinance No. 457
- ALUC Review
- Riverside County General Plan Figure C-9 "Scenic Highways"
- Ord. No. 655 (Regulating Light Pollution)
- County General Plan Figure OS-2 "Agricultural Resources"
- Riverside County General Plan Figure OS-8 "Paleontological Sensitivity"
- Riverside County General Plan Figure S-5 "Regions Underlain by Steep Slope"
- Riverside County General Plan Figure S-8 "Wind Erosion Susceptibility Map"
- Riverside County General Plan Figure S-11 "Wildfire Susceptibility"
- Riverside County General Plan Figure S-9 "100- and 500-Year Flood Hazard Zones"
- Figure S-10 "Dam Failure Inundation Zone"
- Riverside County General Plan Figure OS-5 "Mineral Resources Area"
- Ord. No. 460, Section 10.35 (Regulating the Division of Land – Park and Recreation Fees and Dedications)
- Ord. No. 659 (Establishing Development Impact Fees)
- PDB05365 prepared by Gonzales Environmental dated 4/11/08

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Location Where Earlier Analyses, if used, are available for review:

Location: County of Riverside Planning Department
4080 Lemon Street, 9th Floor
Riverside, CA 92505

RB:bc

Y:\Planning Case Files-Riverside office\CUP03555\Tentative PC DOCS\CUP03555-EA41419-(08-27-08).doc

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 USE - PROJECT DESCRIPTION RECOMMND

The use hereby permitted is for a Self Storage facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence; the project includes a total building area of 141,458 sq. ft., 4 parking stalls including 1 ADA for persons with disabilities, and 32,307 sq. ft. of landscaping on a 4.30 gross acre lot. Building 'A' consists of 16,422 sq ft., Building 'B-1' consists of 4,973 sq. ft., Building 'B-2' consists of 8,794 sq. ft., Building 'B-3' consists of 9,169 sq. ft., Building 'C' consists of 49,700 sq. ft., and Building 'D' consists of 49,700 sq. ft. Building 'A' includes a 900 sq. ft. office and a 1,350 sq. ft. residence including a 450 sq. ft. garage.

10. EVERY. 2 USE - HOLD HARMLESS RECOMMND

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside (COUNTY) its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning CUP03555. The COUNTY will promptly notify the applicant/permittee of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such claim, action, or proceeding or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

10. EVERY. 3 USE - DEFINITIONS RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Conditional Use Permit No. 03555 shall be henceforth defined as follows:

APPROVED EXHIBIT A = Site Plan for Conditional Use Permit No. 03555 , Exhibit A, Amended No. 2, dated 08/28/08.

APPROVED EXHIBIT B = Project Elevations for Conditional Use Permit No. 03555, Exhibit B, Sheets 1-4, Amended No. 2, dated 08/28/08.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10. EVERY. 3 USE - DEFINITIONS (cont.) RECOMMND

APPROVED EXHIBIT C = Project Floor Plans for Conditional Use Permit No. 03555, Exhibit C, Amended No. 2, dated 08/28/08.

APPROVED EXHIBIT G = Preliminary Rough Grading Plan for Conditional Use Permit No. 03555, Amended No. 2, dated 08/28/08.

APPROVED EXHIBIT L = Preliminary Landscaping Plans for Conditional Use Permit No. 03555, Amended No. 2, dated 08/28/08.

APPROVED EXHIBIT M = Project Colors and Materials for Conditional Use Permit No. 03555, Amended No. 2, dated 08/28/08.

10. EVERY. 4 USE - 90 DAYS TO PROTEST RECOMMND

The project developer has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of this approval or conditional approval of this project.

BS GRADE DEPARTMENT

10.BS GRADE. 1 USE -GIN INTRODUCTION RECOMMND

Improvements such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Department Grading Division conditions of approval.

10.BS GRADE. 3 USE-G1.2 OBEY ALL GDG REGS RECOMMND

All grading shall conform to the Uniform Building Code, Ordinance 457, and all other relevant laws, rules, and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building and Safety Department.

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10. GENERAL CONDITIONS

10.BS GRADE. 4 USE-G1.3 DISTURBS NEED G/PMT RECOMMND

Ordinance 457 requires a grading permit prior to clearing, grubbing, or any top soil disturbances related to construction grading.

10.BS GRADE. 5 USE-G1.6 DUST CONTROL RECOMMND

All necessary measures to control dust shall be implemented by the developer during grading. PM10 plan may be required at the time a grading permit is issued.

10.BS GRADE. 6 USE-G2.3SLOPE EROS CL PLAN RECOMMND

Erosion control - landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457 (refer to dept. form 284-47).

10.BS GRADE. 7 USE-G2.5 2:1 MAX SLOPE RATIO RECOMMND

Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

10.BS GRADE. 8 USE-G2.6SLOPE STABL'TY ANLYS RECOMMND

A slope stability report shall be submitted and approved by the County Geologist for all proposed cut or fill slopes steeper than 2:1 (horiz. to vert.) or over 30' in vertical height - unless addressed in a previous report.

10.BS GRADE. 9 USE-G2.7DRNAGE DESIGN Q100 RECOMMND

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (water Quality Management Plan) required by Riverside County Flood Control & Water Conservation District.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.BS GRADE. 10 USE-G2.8MINIMUM DRNAGE GRADE RECOMMND

Minimum drainage grade shall be 1% except on portland cement concrete where .35% shall be the minimum.

10.BS GRADE. 11 USE-G2.9DRNAGE & TERRACING RECOMMND

Provide drainage facilities and terracing in conformance with the Uniform Building Code's chapter on "EXCAVATION & GRADING".

10.BS GRADE. 12 USE-G2.10 SLOPE SETBACKS RECOMMND

Observe slope setbacks from buildings & property lines per the Uniform Building Code as amended by Ordinance 457.

10.BS GRADE. 13 USE-G2.23 OFFST. PAVED PKG RECOMMND

All offstreet parking areas which are conditioned to be paved shall conform to Ordinance 457 base and paving design and inspection requirements.

10.BS GRADE. 14 USE-G.3.1NO B/PMT W/O G/PMT RECOMMND

Prior to the issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Division of the Building and Safety Department.

10.BS GRADE. 15 USE-G3.3RETAINING WALLS RECOMMND

Lots which propose retaining walls will require separate permits. They shall be obtained prior to the issuance of any other building permits - unless otherwise approved by the Building and Safety Director. The walls shall be designed by a Registered Civil Engineer - unless they conform to the County Standard Retaining Wall designs shown on the Building and Safety Department form 284-197.

10.BS GRADE. 16 USE-G3.4CRIB/RETAIN'G WALLS RECOMMND

Cribwall (retaining) walls shall be designed by a qualified professional who shall provide the following information for review and approval - this shall be in addition to standard retaining wall data normally required. The plans shall clearly show: soil preparation and compaction requirements to be accomplished prior to footing-first course installation, method/requirement of footing-first

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10. GENERAL CONDITIONS

10.BS GRADE. 16 USE-G3.4CRIB/RETAIN'G WALLS (cont.) RECOMMND

course installation, properties of materials to be used (i.e. Fc=2500 p.s.i.). Additionally special inspection by the manufacturer/dealer and a registered special inspector will be required.

10.BS GRADE. 17 USE-G4.1E-CL 4:1 OR STEEPER RECOMMND

Plant & irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the Building & Safety Department's Erosion Control Specialist.

10.BS GRADE. 18 USE-G4.3PAVING INSPECTIONS RECOMMND

The developer/applicant shall be responsible for obtaining the paving inspections required by Ordinance 457.

10.BS GRADE. 19 USE-G2.17LOT TO LOT DRN ESMT RECOMMND

A recorded easement is required for lot to lot drainage.

10.BS GRADE. 20 USE-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site.

For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.BS GRADE. 20 USE-G1.4 NPDES/SWPPP (cont.) RECOMMND

project (or subdivision) shall comply with them.

FIRE DEPARTMENT

10.FIRE. 1 USE-#50-BLUE DOT REFLECTOR RECOMMND

Blue retroreflective pavement markers shall be mounted on private street, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.

10.FIRE. 2 USE-#23-MIN REQ FIRE FLOW RECOMMND

Minimum required fire flow shall be 2375 GPM for a 2 hour duration at 20 PSI residual operating pressure, which must be available before any combustible material is placed on the job site. Fire flow is based on type IIB construction per the 2007 CBC and Building(s) having a fire sprinkler system.

10.FIRE. 3 USE-#31-ON/OFF NOT LOOPED HYD RECOMMND

A combination of on-site and off-site super fire hydrant(s) (6"x4"x 2-2-1/2"), will be located not less than 25 feet or more than 165 feet from any portion of the building as measured along approved vehicular travel ways. The required fire flow shall be available from any adjacent hydrants(s) in the system.

10.FIRE. 4 USE-#25-GATE ENTRANCES RECOMMND

Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, a 38 foot turning radius shall be used.

10.FIRE. 5 USE-#88A-AUTO GATES RECOMMND

Gate(s) shall be automatic operated, minimum 20 feet in width, with a setback of 35 feet from face of curb/flow line. Gate access shall be equipped with a rapid entry system. Plans shall be submitted to the Fire Department for approval prior to installation. Automatic/manual gate pins

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10. GENERAL CONDITIONS

10.FIRE. 5 USE-#88A-AUTO GATES (cont.) RECOMMND

shall be rated with shear pin force, not to exceed 30 foot pounds. Automatic gates shall be equipped with emergency backup power. Gates activated by the rapid entry system shall remain open until closed by the rapid entry system.

FLOOD RI DEPARTMENT

10.FLOOD RI. 1 USE FLOOD HAZARD REPORT RECOMMND

CUP 3555 is a proposal to develop 4.3 acres into a storage facility with a residence in the Jurupa area. The project site is located north of 63rd St, south of Limonite, east of Charles Ave and west of Etiwanda Ave.

Due to the construction a 60-inch storm drain in Limonite Ave (Day Creek Lateral B- Drawing No. 1-404)) the site is protected from offsite storm flows. The project is considered free from ordinary storm flood hazard. However, a storm of unusual magnitude could cause some damage. The District is concerned about flooding to downstream residences due to the lack of drainage infrastructure to the south. In order to mitigate this, the applicant has proposed to convey storm flows to Day Creek Lateral B to the north. A preliminary Water Quality Management Plan has been submitted. The applicant proposes to collect and convey onsite runoff to a hydrodynamic separator used for water quality mitigation.

10.FLOOD RI. 3 USE 10 YR CURB - 100 YR ROW RECOMMND

The 10 year storm flow shall be contained within the curb and the 100 year storm flow shall be contained within the street right of way. When either of these criteria is exceeded, additional drainage facilities shall be installed. The property shall be graded to drain to the adjacent street or an adequate outlet.

10.FLOOD RI. 4 USE 100 YR SUMP OUTLET RECOMMND

Drainage facilities outletting sump conditions shall be designed to convey the tributary 100 year storm flows. Additional emergency escape shall also be provided.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.FLOOD RI. 6 USE COORDINATE DRAINAGE DESIGN RECOMMND

Development of this property shall be coordinated with development of adjacent properties to ensure that watercourses remain unobstructed and stormwaters are not diverted from one watershed to another. This may require the construction of temporary drainage facilities or offsite construction and grading. A drainage easement shall be obtained from the affected property owners for the release of concentrated or diverted storm flows. A copy of the recorded drainage easement shall be submitted to the District for review.

10.FLOOD RI. 14 USE SUBMIT FINAL WQMP RECOMMND

In compliance with Santa Ana Region and San Diego Region Regional Water Quality Control Board Orders, and Beginning January 1, 2005, projects submitted within the western region of the unincorporated area of Riverside County for discretionary approval will be required to comply with the Water Quality Management Plan for Urban Runoff (WQMP). The WQMP addresses post-development water quality impacts from new development and redevelopment projects. The WQMP requirements will vary depending on the project's geographic location (Santa Ana, Santa Margarita or Whitewater River watersheds). The WQMP provides detailed guidelines and templates to assist the developer in completing the necessary studies. These documents are available on-line at: www.floodcontrol.co.riverside.ca.us under Programs and Services, Stormwater Quality.

To comply with the WQMP a developer must submit a "Project Specific" WQMP. This report is intended to a) identify potential post-project pollutants and hydrologic impacts associated with the development; b) identify proposed mitigation measures (BMPs) for identified impacts including site design, source control and treatment control post-development BMPs; and c) identify sustainable funding and maintenance mechanisms for the aforementioned BMPs. A template for this report is included as 'exhibit A' in the WQMP. A final Project Specific WQMP must be approved by the District prior to issuance of building or grading permits.

Projects requiring Project Specific WQMPs are required to submit a PRELIMINARY Project Specific WQMP along with the land-use application package. The format of the PRELIMINARY report shall mimic the format/template of the

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.FLOOD RI. 14 USE SUBMIT FINAL WQMP (cont.) RECOMMND

final report but can be less detailed. For example, points a, b & c above must be covered, rough calculations supporting sizing must be included, and footprint/locations for the BMPs must be identified on the tentative exhibit. Detailed drawings will not be required. This preliminary project specific WQMP must be approved by the District prior to issuance of recommended conditions of approval.

The developer has submitted a report that minimally meets the criteria for a preliminary project specific WQMP. The report will need significant revisions to meet the requirements of a final project specific WQMP. Also, it should be noted that if 401 certification is necessary for the project, the Water Quality Control Board may require additional water quality measures.

10.FLOOD RI. 15 USE WQMP ESTABL MAINT ENTITY RECOMMND

This project proposes BMP facilities that will require maintenance by public agency or commercial property owner association. To ensure that the public is not unduly burdened with future costs, prior to final approval or recordation of this case, the District will require an acceptable financial mechanism be implemented to provide for maintenance of treatment control BMPs in perpetuity. This may consist of a mechanism to assess individual benefiting property owners, or other means approved by the District. The site's treatment control BMPs must be shown on the project's improvement plans - either the street plans, grading plans, or landscaping plans. The type of improvement plans that will show the BMPs will depend on the selected maintenance entity.

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - IF HUMAN REMAINS FOUND RECOMMND

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.PLANNING. 1 MAP - IF HUMAN REMAINS FOUND (cont.) RECOMMND

Native American Heritage Commission shall be contacted within a resonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning thetreatment of the remains as provided in Public Resources Code Section 5097.98.

10.PLANNING. 2 MAP - INADVERTENT ARCHAEO FIND RECOMMND

If during ground disturbance activities, unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environemntal assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

1. All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the Native American tribal respresentative and the Planning Director to discuss the significance of the find.

2. At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American tribal representative and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

3. Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

10.PLANNING. 3 USE - GEO01997 RECOMMND

County Geologic Report (GEO) No. 1997, submitted for this project (CUP03555), was prepared by Associated Soils Engineering, Inc., and is entitled: "Report of Preliminary Geotechnical Investigation, Proposed Self Storage Facility,

10. GENERAL CONDITIONS

10.PLANNING. 3 USE - GEO01997 (cont.) RECOMMND

South Side of Limonite Avenue, Approximately 600 feet West of Etiwanda Avenue, Mira Loma Area, Riverside County, California", dated November 28, 2007. In addition, the following reports were submitted for this project:

"Preliminary Site Analysis Relative to the Potential for Methane Generation, Proposed
Self Storage Facility, South Side of Limonite Avenue, Approximately 600 feet West of Etiwanda Avenue, Riverside County, California", dated January 25, 2008.

"Response to County of Riverside, Transportation and Land Management Agency, Planning Department, Review Comments: County Geologic Report No. 1997, Report of Preliminary Geotechnical Investigation, Proposed Self Storage Facility, South of Limonite Avenue, Approximately 600 feet West of Etiwanda Avenue, Mira Loma Area, Riverside County, California", dated June 23, 2008.

These additional reports are now included as part of GEO No. 1997.

GEO No 1997 concluded:

1.The report concluded that the closest active fault to the site is the Chino fault located about 7.9 miles southwest of the site.

2.No faulting has been mapped on the site or noted during the consultant's geologic investigation of the site.

3.The potential for surface fault rupture on the site is considered negligible.

4.The potential for liquefaction on the site is considered negligible, since groundwater levels are below 50 feet and dense granular sub-soils exist on the site.

5.The peak horizontal ground acceleration from the maximum probable design basis earthquake (6.7Mw) on the Chino fault is estimated to be 0.32g at this site.

GEO No 1997 recommended:

1.The seismic shaking parameters presented in the report should be used in the design and construction of the

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.PLANNING. 3 USE - GEO01997 (cont.) (cont.) RECOMMND

proposed structures on the site.

GEO No. 1997 satisfies the requirement for a Geologic/Seismic Study for Planning /CEQA purposes. GEO No. 1997 is hereby accepted for Planning purposes. This approval is not intended, and should not be misconstrued as approval for grading permit. Engineering and other building code parameters will be reviewed and additional comments and/or conditions may be imposed by the Building and Safety Department upon application for grading and/or building permits.

10.PLANNING. 4 USE - COMPLY WITH ORD./CODES RECOMMND

The development of these premises shall comply with the standards of Ordinance No. 348 and all other applicable Riverside County ordinances and State and Federal codes.

The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT A, unless otherwise amended by these conditions of approval.

10.PLANNING. 5 USE - FEES FOR REVIEW RECOMMND

Any subsequent submittals required by these conditions of approval, including but not limited to grading plan, building plan or mitigation monitoring review, shall be reviewed on an hourly basis (research fee), or other such review fee as may be in effect at the time of submittal, as required by Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 6 USE - LIGHTING HOODED/DIRECTED RECOMMND

Any outside lighting shall be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way.

10.PLANNING. 7 USE - COLORS & MATERIALS RECOMMND

Building colors and materials shall be in substantial conformance with those shown on APPROVED EXHIBIT M.

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10. GENERAL CONDITIONS

10.PLANNING. 9 USE - HOURS OF OPERATION RECOMMND

Use of the facilities approved under this conditional use permit shall be limited to the hours of 6 a.m. to 10 p.m., Monday through Sunday in order to reduce conflict with adjacent residential zones and/or land uses.

10.PLANNING. 10 USE - BASIS FOR PARKING RECOMMND

Parking for this project was determined primarily on the basis of County Ordinance No. 348, Section 18.12. a.(2).b),

mini-warehouses, self storage: 2 spaces / 3 employees

10.PLANNING. 11 USE - LIMIT ON SIGNAGE RECOMMND

Signage for this project shall be limited to the signs shown on APPROVED EXHIBIT A. Any additional signage shall be approved by the Planning Department pursuant to the requirements of Section 18.30 (Planning Department review only) of Ordinance No. 348.

10.PLANNING. 12 USE - NO OUTDOOR ADVERTISING RECOMMND

No outdoor advertising display, sign or billboard (not including on-site advertising or directional signs) shall be constructed or maintained within the property subject to this approval.

10.PLANNING. 16 USE - LANDSCAPE SPECIES RECOMMND

Drought tolerant and native plant species shall be preferred over non-drought tolerant and non-native species. However, the quantity and extent of those species shall depend on the project's climatic zones. Alternative types of low volume irrigation are encouraged to be used in order to conserve water.

10.PLANNING. 20 USE - RECLAIMED WATER RECOMMND

The permit holder shall connect to a reclaimed water supply for landscape watering purposes when secondary or reclaimed water is made available to the site.

10.PLANNING. 22 USE - NO RESIDENT OCCUPANCY RECOMMND

No permanent occupancy shall be permitted within the property approved under this conditional use permit

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10. GENERAL CONDITIONS

10.PLANNING. 22 USE - NO RESIDENT OCCUPANCY (cont.) RECOMMND

as a principal place of residence except the caretaker's dwelling as shown on the APPROVED EXHIBIT A. No person, except the caretaker and members of the caretaker's family, shall use the premises as a permanent mailing address nor be entitled to vote using an address within the premises as a place of residence.

10.PLANNING. 24 USE - EXTERIOR NOISE LEVELS RECOMMND

Exterior noise levels produced by any use allowed under this permit, including, but not limited to, any outdoor public address system, shall not exceed 45 db(A), 10-minute LEQ, between the hours of 10:00 p.m. to 8:00 a.m., and 65 db(A), 10-minute LEQ, at all other times as measured at any residential, hospital, school, library, nursing home or other similar noise sensitive land use. In the event noise exceeds this standard, the permittee or the permittee's successor-in-interest shall take the necessary steps to remedy the situation, which may include discontinued operation of the facilities.

10.PLANNING. 27 USE - CAUSES FOR REVOCATION RECOMMND

In the event the use hereby permitted under this permit, a) is found to be in violation of the terms and conditions of this permit, b) is found to have been obtained by fraud or perjured testimony, or c) is found to be detrimental to the public health, safety or general welfare, or is a public nuisance, this permit shall be subject to the revocation procedures.

10.PLANNING. 28 USE - CEASED OPERATIONS RECOMMND

In the event the use hereby permitted ceases operation for a period of ne (1) year or more, this approval shall become null and void.

10.PLANNING. 31 USE - MINI-WAREHOUSE LIMITS RECOMMND

Mini-warehouse facilities shall be designated and operated for the storage of goods in individual compartments or rooms, which are available for use by the general public on a rental or lease basis. In no case shall storage spaces be used for manufacturing, retail or wholesale selling, compounding, office functions, other business or service uses, or human habitation. Individual storage spaces within

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.PLANNING. 31 USE - MINI-WAREHOUSE LIMITS (cont.) RECOMMND

a mini-warehouse shall have a maximum gross floor area of 500 square feet. The following facilities shall not be permitted in mini-wareshouses:

1) No, water, sanitary facilities, or electricity, with the exception of lighting fixtures, shall be provided in individual storage units.

2) Prefabricated shipping containers shall not be used as mini-warehouse facilities.

The following prohibited materials shall not be stored in mini-warehouse facilities:

1) Flammable or explosive matter or materials.

2) Matter or material which create obnoxious dust, odor, or fumes.

3) Hazardous or extremely hazardous waste, as defined by applicable provisions of the Hazardous Waste Control Law (Health and Safety Code Section 25100, et. seq.)

10.PLANNING. 35 USE - ORD 810 O S FEE (1) RECOMMND

In accordance with Riverside County Ordinance No. 810, to assist in providing revenue to acquire and preserve open space and habitat, an Interim Open Space Mitigation Fee shall be paid for each development project or portion of an expanded development project to be constructed in Western Riverside County. The amount of the fee for commercial or industrial development shall be calculated on the basis of "Project Area," which shall mean the net area, measured in acres, from the adjacent road right-of-way to the limits of the project development. Any area identified as "NO USE PROPOSED" on the APPROVED EXHIBIT shall not be included in the Project Area. The net acreage has been calculated to be 3.91 net acres.

10.PLANNING. 37 USE - 2ND DIST LS GUIDELINES RECOMMND

The permit holder shall comply with the intent of the "DESIGN AND LANDSCAPE GUIDELINES FOR DEVELOPMENT IN THE SECOND SUPERVISORIAL DISTRICT (Revised)", approved by the Board of Supervisors, September 15, 1998, and revised October 23, 1998.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.PLANNING. 40 USE - BUSINESS LICENSING RECOMMND

Every person conducting a business within the unincorporated area of Riverside County, as defined in Riverside County Ordinance No. 857, shall obtain a business license. For more information regarding business registration, contact the Business Registration and License Program Office of the Code Enforcement Department at www.rctlma.org.buslic.

10.PLANNING. 41 USE - VIABLE LANDSCAPING RECOMMND

All plant materials within landscaped areas shall be maintained in a viable growth condition throughout the life of this permit. To ensure that this occurs, the Planning Department shall require inspections in accordance with the Planning Department's Milestone 90 condition entitled "USE - LNDSCP/IRRIG INSTALL INS."

10.PLANNING. 42 USE - LANDSCAPING REVIEW/COMPL RECOMMND

All landscaping plans shall be prepared in accordance with Ordinance 859 (as adopted and any amendments thereto), the Riverside County Guide to California Landscaping, and Ordinance 348, Section 18.12. Such plans shall be reviewed and approved by the Planning Department, the appropriate maintenance authority, and shall be in conformance with the PRELIMINARY LANDSCAPING plans.

10.PLANNING. 43 USE - WASTE MGMT. CLEARANCE RECOMMND

The Riverside County Waste Management Department (Department) has reviewed the proposed project located south of Philadelphia Avenue and east of Grapevine Street, in the Jurupa Area Plan. In order to mitigate the project's potential solid waste impacts and to help the County's efforts to comply with State law in diverting solid waste from landfill disposal, the department is recommending that the following conditions, if applicable, be made part of any Conditions of Approval for the project:

1.Prior to issuance of a building permit for EACH building, the applicant shall submit three two full size copies and one (1) 11" X 17" copyof a Recyclables Collection and Loading Area plot plan to the Riverside County Waste Management Department for review and approval. The plot plan shall conform to Design Guidelines for Recyclables Collection and Loading Areas, provided by the Waste

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

10. GENERAL CONDITIONS

10.PLANNING. 43 USE - WASTE MGMT. CLEARANCE (cont.) RECOMMND

Management Department, and shall show the location of and access to the collection area for recyclable materials, along with its dimensions and construction detail, including elevation/facade, construction materials and signage. The plot plan shall clearly indicate how the trash and recycling enclosures shall be accessed by the hauler.

2.Prior to the final building inspection for EACH building, the applicant shall construct the recyclables collection and loading area in compliance with the Recyclables Collection and Loading Area plot plan, as approved and stamped by the Riverside County Building and Safety Department through site inspection.

3.In order to mitigate the project's potential solid waste impacts, and to help the County's efforts to comply with State law in diverting solid waste from landfill disposal, the project proponent shall do the following, prior to the issuance of occupancy permits:

a) The project proponent shall make every effort and take every means to recycle, reuse, and/or reduce the amount of materials, the facilities and/or haulers that will be utilized, and the targeted recycling or reduction rate. Materials can be taken directly to recycling facilities (Riverside County Waste Management Department, Recycling Section, can be contacted directly at 951.486.3200 for a list of facilities), or arrangements can be made through the franchise hauler and/or a construction clean-up business.

b) Evidence (i.e., receipts or other type verification) to show that every effort has been made and every means has been taken to ensure compliance shall be presented by the project proponent to the Planning/Recycling Division of the Riverside County Waste Management Department in order to clear the project for occupancy permits.

4.Since hazardous materials are not accepted at Riverside County landfills, the project proponent shall take any hazardous wastes, including paint used during construction, to facilities that are permitted to receive them, in accordance with local, state, and federal regulations. For further information, please contact the Household Hazardous Waste Collection Program at 1-800-304-2226.

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10. GENERAL CONDITIONS

10.PLANNING. 43 USE - WASTE MGMT. CLEARANCE (cont.) (cont.) RECOMMND

5.Use mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries. Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.

6.Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project.

TRANS DEPARTMENT

10.TRANS. 1 USE - TS/EXEMPT RECOMMND

The Transportation Department has not required a traffic study for the subject project. The Transportation Department has determined that the project is exempt from traffic study requirements.

10.TRANS. 2 USE - STD INTRO 3(ORD 460/461) RECOMMND

With respect to the conditions of approval for the referenced tentative exhibit, the landowner shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the exhibit to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in ONE is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department.

20. PRIOR TO A CERTAIN DATE

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20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 2 USE - LIFE OF THE PERMIT RECOMMND

The life of Conditional Use Permit No. 3555 shall terminate on November 1, 2028. This permit shall thereafter be null and void and of no effect whatsoever.

20.PLANNING. 4 USE - EXPIRATION DATE-CUP/PUP RECOMMND

This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By use is meant the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two year period, the permittee may request a one (1) year extension of time in which to begin substantial construction or use of this permit. Should the one year extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the approval date this permit, shall become null and void.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 USE-G2.1 GRADING BONDS RECOMMND

Grading in excess of 199 cubic yards will require performance security to be posted with the Building and Safety Department. Single Family Dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

60.BS GRADE. 2 USE-G2.3SLOPE EROS CL PLAN RECOMMND

Erosion control - landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457, see form 284-47.

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60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 3 USE-G2.4GEOTECH/SOILS RPTS RECOMMND

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by Riverside County.*

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

60.BS GRADE. 4 USE-G2.7DRNAGE DESIGN Q100 RECOMMND

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (water Quality Management Plan) required by Riverside County Flood Control & Water Conservation District.

60.BS GRADE. 5 USE-G2.13FIRE D'S OK ON DR. RECOMMND

Driveways shall be designed in accordance with Riverside County Fire Department standards - or the governing Fire Department if not the County - and shall require their approval prior to issuance of the grading permit. Approval shall be in the form of a conditional approval letter addressed to the related case file or by written approval from the Fire Department.

60.BS GRADE. 6 USE-G2.14OFFSITE GDG ONUS RECOMMND

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

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60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 7 USE-G2.15NOTRD OFFSITE LTR RECOMMND

A notarized letter of permission, from the affected property owners or easement holders, is required for any proposed off site grading.

60.BS GRADE. 8 USE-G2.16REC'D ESMT REQ'D RECOMMND

A recorded easement is required for off site drainage facilities.

60.BS GRADE. 9 USE-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

60.BS GRADE. 10 USE IMPORT/EXPORT RECOMMND

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety department. If an Environmental Assessment, prior to issuing a grading permit, did not previously approve either location, a Grading Environmental Assessment shall be submitted to the Planning Director and the Environmental Programs Director for review and comment and to the Building and Safety Department Director for approval. Additionally, if the movement of import/export occurs using county roads, review and approval of the haul routes by the

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60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 10 USE IMPORT/EXPORT (cont.) RECOMMND

Transportation Department will be required.

E HEALTH DEPARTMENT

60.E HEALTH. 1 GRADE - HAZMAT PHASE II RECOMMND

A Phase II Environmental Assessment is required to be completed for pesticides or other hazardous materials used on the property. The results must be reviewed by Haz Mat to verify that the levels are below hazardous waste criteria. If there are questions regarding the number of samples or other requirements, contact Doug Thompson at (951) 358-5055.

EPD DEPARTMENT

60.EPD. 1 EPD - 30 DAY BURROWING OWL SUR RECOMMND

PER PDB05365

Pursuant to Objective 6 and Objective 7 of the Species Account for the Burrowing Owl included in the Western Riverside County Multiple Species Habitat Conservation Plan, within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted by a qualified biologist and the results of this presence/absence survey shall be provided in writing to the Environmental Programs Department. If it is determined that the project site is occupied by the Burrowing Owl, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the Burrowing Owl is present, relocation outside of the nesting season (March 1 through August 31) by a qualified biologist shall be required. The County Biologist shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites. Occupation of this species on the project site may result in the need to revise grading plans so that take of "active" nests is avoided or alternatively, a grading permit may be issued once the species has been actively relocated.

60.EPD. 2 - MBTA NESTING BIRD SURVEY RECOMMND

PER PDB05365-
IF ANY GRADING OR GROUND DISTURBANCE IS TO OCCUR DURING THE

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60. PRIOR TO GRADING PRMT ISSUANCE

60.EPD. 2 - MBTA NESTING BIRD SURVEY (cont.) RECOMMND

MIGRATORY BIRD TRREATY ACT NESTING CYCLE (FEB 1-AUG 31) THAN A NESTING BIRD SURVEY MUST BE CONDUCTED BY A QUALIFITED BIOLOGIST, CURRENTLY HOLDING AN MOU WITH THE COUNTY. THIS REPORT MUST BE SUBMITTED TO EPD FOR REVIEW AND APRPOVAL. IF NESTING BIRDS ARE LOCATED DURING THE SURVEY CONSULTATION WITH APPRORPRIATE STATE AND FEDERAL AGENCIES WILL BE REQUIRED. IF YOU HAVE ANY QUESTIONS ABOUT THIS CONDITION, PLEASE CONTACT THE BIOLOGIST WITH THE ENVIRONMENTAL PROGRAMS DEPARTMENT AT 951-955-6892

FLOOD RI DEPARTMENT

60.FLOOD RI. 2 USE SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of grading permits. All submittals shall be date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

60.FLOOD RI. 3 USE EROS CNTRL AFTER RGH GRAD RECOMMND

Temporary erosion control measures shall be implemented immediately following rough grading to prevent deposition of debris onto downstream properties or drainage facilities. Plans showing these measures shall be submitted to the District for review.

60.FLOOD RI. 4 USE OFFSITE EASE OR REDESIGN RECOMMND

Offsite drainage facilities shall be located within dedicated drainage easements obtained from the affected property owner(s). Document(s) shall be recorded and a copy submitted to the District prior to issuance of permits. If the developer cannot obtain such rights, the project shall be redesigned to eliminate the need for the easement.

60.FLOOD RI. 5 USE WRITTEN PERM FOR GRADING RECOMMND

Written permission shall be obtained from the affected property owner(s) allowing the proposed grading and/or

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60. PRIOR TO GRADING PRMT ISSUANCE

60.FLOOD RI. 5 USE WRITTEN PERM FOR GRADING (cont.) RECOMMND

facilities to be installed outside of the project boundaries. A copy of the written authorization shall be submitted to the District for review and approval.

60.FLOOD RI. 6 USE ENCROACHMENT PERMIT REQ RECOMMND

An encroachment permit shall be obtained for any work within the District right of way or with District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

60.FLOOD RI. 8 USE MITCHARGE RECOMMND

The County Board of Supervisors has adopted the Day Creek Area Drainage Plan (ADP) for the purpose of collecting drainage fees. This project may require earlier construction of downstream ADP facilities. To mitigate this effect, the District recommends that this project be required to pay a flood mitigation fee. The mitigation fee should be based upon the fee structures set for land divisions having comparable anticipated impermeable surface areas.

CUP 03555 is located within the limits of the Day Creek Area Drainage Plan for which drainage fees have been adopted to help mitigate the impacts of this development. The mitigation charge for this proposal shall equal the prevailing Area Drainage Plan fee rate multiplied by the area of the new development. This new development has a total of 4.3 acres subject to the fee. The charge is payable to the Flood Control District by cashier's check or money order only, and shall be paid after final approval of the staff report/conditions of approval by the Board of Supervisors and prior to issuance of permits.

60.FLOOD RI. 9 USE SUBMIT FINAL WQMP RECOMMND

A copy of the project specific WQMP shall be submitted to the District for review and approval.

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60. PRIOR TO GRADING PRMT ISSUANCE

PLANNING DEPARTMENT

60.PLANNING. 1 MAP - PALEONTOLOGIST REQUIRED RECOMMND

Because the subject parcel is designated as HIGH B for palerotnological resources, the land divider/permit holder shall retain a qualified paleontologist for monitoring and mitigation services for the proposed grading with respect to potential paleontological impacts. The developer shall submit a copy of a fully executed contract for hte monitoring and mitigation servces, including the name, telephone number and address of the retained, qualified paleontologist to the Planning Department and the Department of Building and Safety. A Pre-grade meeting between the paleontologist and the excavation and grading contractor shall be held. When necessary, in the professional opinion of the retained paleontologist (and/or as determined by the Planning Director), the paleontologist or representative shall have the authority to monitor actively all project related grading and construction and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of paleontological resources.

60.PLANNING. 11 USE - REQD APPLICATIONS (1) RECOMMND

No grading permits shall be issued until General Plan Amendment No. 882 and Change of Zone No. 7533 have been approved and adopted by the Board of Supervisors and have been made effective. This permit shall conform with the developement standards of the designation and/or zone ultimately applied to the property.

60.PLANNING. 13 USE - FEE STATUS RECOMMND

Prior to the issuance of grading permits for Conditional Use Permit No. 3555, the Planning Department shall determine the status of the deposit based fees. If the fees are in a negative status, the permit holder shall pay the outstanding balance.

TRANS DEPARTMENT

60.TRANS. 1 USE - TRANSPORTATION CLEARANCE RECOMMND

A clearance from the Transportation Department is required prior to the issuance of a grading permit.

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80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1 USE* -G3.1NO B/PMT W/O G/PMT RECOMMND

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Division of the Building and Safety Department.

E HEALTH DEPARTMENT

80.E HEALTH. 1 USE - WATR/SEWR WILL SERVE RECOMMND

A "will serve" letter is required from the agency/agencies serving potable water and sanitary sewers.

FIRE DEPARTMENT

80.FIRE. 1 USE-#17A-BLDG PLAN CHECK $ RECOMMND

Building Plan check deposit base fee of $1,056.00, shall be paid in a check or money order to the Riverside County Fire Department after plans have been approved by our office.

80.FIRE. 2 USE-#4-WATER PLANS RECOMMND

The applicant or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 10 feet per second. Plans shall conform to the fire hydrant types, location and spacing, and the system shall meet the fire flow requirements.
Plans shall be signed and approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

FLOOD RI DEPARTMENT

80.FLOOD RI. 2 USE SUBMIT PLANS RECOMMND

A copy of the improvement plans, grading plans, BMP improvement plans and any other necessary documentation along with supporting hydrologic and hydraulic calculations shall be submitted to the District for review. The plans must receive District approval prior to the issuance of building permits. All submittals shall be

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80. PRIOR TO BLDG PRMT ISSUANCE

80.FLOOD RI. 2 USE SUBMIT PLANS (cont.) RECOMMND

date stamped by the engineer and include a completed Flood Control Deposit Based Fee Worksheet and the appropriate plan check fee deposit.

80.FLOOD RI. 4 USE MITCHARGE RECOMMND

The County Board of Supervisors has adopted the Day Creek Area Drainage Plan (ADP) for the purpose of collecting drainage fees. This project may require earlier construction of downstream ADP facilities. to mitigate this effect, the District recommends that this project be required to pay a flood mitigation fee. The mitigation fee should be based upon the fee structures set for land divisions having comparable anticipated impermeable surface areas.

CUP 3555 is located within the limits of the Day Creek Area Drainage Plan for which drainage fees have been adopted to help mitigate the impacts of this development. The mitigation charge for this proposal shall equal the prevailing Area Drainage Plan fee rate multiplied by the area of the new development. This new development has a total of 4.3 acres subject to the fee. The charge is payable to the Flood Control District by cashier's check or money order only, and shall be paid after final approval of the staff report/conditions of approval by the Board of Supervisors and prior to issuance of permits.

80.FLOOD RI. 5 USE SUBMIT FINAL WQMP RECOMMND

A copy of the project specific WQMP shall be submitted to the District for review and approval.

PLANNING DEPARTMENT

80.PLANNING. 3 USE - CONFORM TO ELEVATIONS RECOMMND

Elevations of all buildings and structures submitted for building plan check approval shall be in substantial conformance with the elevations shown on APPROVED EXHIBIT B.

80.PLANNING. 4 USE - CONFORM TO FLOOR PLANS RECOMMND

Floor plans shall be in substantial conformance with that shown on APPROVED EXHIBIT C.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 5 USE - ROOF EQUIPMENT SHIELDING RECOMMND

Roof mounted equipment shall be shielded from ground view. Screening material shall be subject to Planning Department approval.

80.PLANNING. 6 USE - MINIMUM FLOOR AREA RECOMMND

All dwelling units shall have a minimum floor living area of not less than 750 square feet excluding porches, garages, patios or similar features whether attached or detached. The permittee shall demonstrate to the satisfaction of the Planning Director and the Director of the Department of Building and Safety that construction plans comply with all dwelling unit minimum floor living area regulations.

80.PLANNING. 7 USE - MAXIMUM DWELLING UNITS RECOMMND

A maximum of one (1) dwelling unit is allowed under this permit.

80.PLANNING. 9 USE - FENCING PLAN REQUIRED RECOMMND

A fencing plan shall be submitted showing all wall and fence locations and typical views of all types of fences or walls proposed. This plan shall require anti-graffiti coatings on fences and walls, where applicable.

80.PLANNING. 13 USE - REQD APPLICATIONS (2) RECOMMND

No building permits shall be issued until General Plan Amendment No. 882 and Change of Zone No. 7533 have been approved and adopted by the Board of Supervisors and have been made effective. This permit shall conform with the development standards of the designation(s) and/or zone(s) ultimately applied to the property.

80.PLANNING. 16 USE - WASTE MGMT. CLEARANCE RECOMMND

A clearance letter from Riverside County Waste Management District shall be provided to the Riverside County Planning Department verifying compliance with the conditions contained in their letter dated November 14, 2007, summarized as follows: The developer shall provide adequate areas for collecting and loading recyclable materials such as paper products, glass and green waste in commercial, industrial, public facilities and residential development

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 16 USE - WASTE MGMT. CLEARANCE (cont.) RECOMMND

projects.

80.PLANNING. 17 USE - SCHOOL MITIGATION RECOMMND

Impacts to the Corona-Norco Unified School District shall be mitigated in accordance with California State law.

80.PLANNING. 20 USE - LIGHTING PLANS RECOMMND

All parking lot lights and other outdoor lighting shall be shown on electrical plans submitted to the Department of Building and Safety for plan check approval and shall comply with the requirements of Riverside County Ordinance No. 655 and the Riverside County Comprehensive General Plan.

80.PLANNING. 21 USE - FEE STATUS RECOMMND

Prior to issuance of building permits for Conditional Use Permit No. 3555, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

80.PLANNING. 26 USE - LANDSCAPE INSPECTION RECOMMND

Prior to issuance of building permits, the permit holder shall open a Landscape DBF case and deposit the prevailing DBF amount to cover the Six Month and One Year Landscape Inspections. In the event that no Landscape DBF case type is available through the County, then the applicant shall open and deposit sufficient funds into an HR case type at the current prevailing, Board adopted, hourly rate. The amount of hours for the Six Month and One Year Landscape Inspections will be determined by the County Planning Department's Landscape personnel prior to approval of the requisite Minor Plot Plan for Planting and Irrigation.

80.PLANNING. 27 USE - PARKING/LNDSCPNG PLAN RECOMMND

Prior to issuance of building permits, seven (7) copies of a Shading, Parking, Landscaping, and Irrigation Plan shall be submitted to and approved by the Planning Department. The location, number, genus, species, and container size of plants shall be shown. Plans shall meet all requirements of Ordinance No. 859 (as adopted and any amendments thereto),

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 27 USE - PARKING/LNDSCPNG PLAN (cont.) RECOMMND

the Riverside County Guide to California Friendly Landscaping, and Ordinance No. 348, Sections 18.12, and 19.300 through 19.304 and as specified herein. The irrigation plan shall include a smart controller capable of adjusting watering schedule based on weather data. In addition, the plan will incorporate the use of in-line check valves, or sprinkler heads containing check valves to prohibit low head drainage.

TRANS DEPARTMENT

80.TRANS. 1 USE - R-O-W DEDICATION 1 RECOMMND

Sufficient public street right-of-way along Limonite Avenue shall be conveyed for public use to provide for a 76 foot half-width right-of-way.

Sufficent public street right-of-way along 63rd Street shall be conveyed for public use to provide for a 30 foot half-width right-of-way.

80.TRANS. 2 USE - STREETLIGHTS - L&LMD RECOMMND

The project proponent shall submit to the Transportation Department L&LMD No. 89-1-C Administrator the following:

1. Completed Transportation Department application

2. (2)Sets of street lighting plans approved by Transportation Department.

3. Appropriate fees for annexation.

4. "Streetlight Authorization" form from SCE, IID or other electric provider.

80.TRANS. 3 USE - STREETLIGHT PLAN 1 RECOMMND

A separate street light plan is required for this project.

Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001. For projects within Imperial Irrigation District (IID) use IID's pole standard.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

80. PRIOR TO BLDG PRMT ISSUANCE

80.TRANS. 4 USE - LANDSCAPING COMM/IND RECOMMND

Landscaping within public road right-of-way shall comply with Transportation Department standards and Ordinance 461 and shall require approval by the Transportation Department.

Landscaping plans shall be designed within Limonite Avenue and 63rd Street and submitted to the Transportation Department. Landscaping plans shall be submitted on standard County Plan sheet format (24" X 36"). Landscaping plans shall be submitted with the street improvement plans.

Assurance of continuous maintenance is required by processing and filing a 'Landscape Maintenance Agreement' through the Transportation Department Plan Check Division; or if desired the developer may file an application for annexation into Landscaping and Lighting Maintenance District No. 89-1-Consolidated by contacting Judy Watterlond, Transportation Department at (951) 955-6829.

80.TRANS. 5 USE - TRAFFIC SIGNALS 2 RECOMMND

The project proponent shall comply in accordance with traffic signal requirements within public road rights-of-way, as directed by the Transportation Department. Assurance of traffic signal maintenance is required by filing an application for annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated for the required traffic signal(s).

80.TRANS. 6 USE - GRAFFITI ABATEMENT RECOMMND

The project proponent shall file an application for annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated for graffiti abatement of walls and other permanent structures along County maintained road rights-of-way.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 1 USE*G4.3PAVING INSPECTIONS RECOMMND

The developer/applicant shall be responsible for obtaining the paving inspections required by Ordinance 457.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

E HEALTH DEPARTMENT

90.E HEALTH. 1 USE - HAZMAT BUS PLAN RECOMMND

The facility will require a business emergency plan for the storage of hazardous materials greater than 55 gallons, 200 cubic feet or 500 pounds, or any acutely hazardous materials or extremely hazardous substances.

90.E HEALTH. 2 USE - HAZMAT REVIEW RECOMMND

If further review of the site indicates additional environmental health issues, the Hazardous Materials Management Division reserves the right to regulate the business in accordance with applicable County Ordinances.

90.E HEALTH. 3 USE - HAZMAT CONTACT RECOMMND

Contact the Hazardous Materials Management Division, Doug Thompson at (951) 358-5055 for any additional requirements.

FIRE DEPARTMENT

90.FIRE. 1 USE-#45-FIRE LANES RECOMMND

The applicant shall prepare and submit to the Fire Department for approval, a site plan designating required fire lanes with appropriate lane painting and/or signs.

90.FIRE. 2 USE-#12A-SPRINKLER SYSTEM RECOMMND

Install a complete fire sprinkler system per NFPA 13 2002 edition in all buildings requiring a fire flow of 1500 GPM or greater. Sprinkler system(s) with pipe sizes in excess of 4" in diamter will require the project structural engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and a minimum of 25 feet from the building(s). A statement that the building(s) will be automatically fire sprinkled must be included on the title page of the building plans.

Applicant or developer shall be responsible to install a U.L. Central Station Monitored Fire Alarm System.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.FIRE. 2 USE-#12A-SPRINKLER SYSTEM (cont.) RECOMMND

Monitoring system shall monitor the fire sprinkler system(s) water flow, P.I.V.'s and all control valves. Plans must be submitted to the Fire Department for approval prior to installation. Contact fire department for guideline handout

90.FIRE. 3 USE-#27-EXTINGUISHERS RECOMMND

Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire Extinguishers located in public areas shall be in recessed cabinets mounted 48" (inches) to center above floor level with maximum 4" projection from the wall. Contact Fire Department for proper placement of equipment prior to installation.

FLOOD RI DEPARTMENT

90.FLOOD RI. 2 USE BMP - EDUCATION RECOMMND

The developer shall distribute environmental awareness education materials on general good housekeeping practices that contribute to protection of stormwater quality to all initial users. The developer may obtain NPDES Public Educational Program materials from the District's NPDES Section by either the District's website www.floodcontrol.co.riverside.ca.us, e-mail fcnpdes@co.riverside.ca.us, or the toll free number 1-800-506-2555. Please provide Project number, number of units and location of development. Note that there is a five-day minimum processing period requested for all orders.

The developer must provide to the District's PLAN CHECK Department a notarized affidavit stating that the distribution of educational materials to the tenants is assured prior to the issuance of occupancy permits.

90.FLOOD RI. 3 USE IMPLEMENT WQMP RECOMMND

All structural BMPs described in the project-specific WQMP shall be constructed and installed in conformance with approved plans and specifications. It shall be demonstrated that the applicant is prepared to implement all non-structural BMPs described in the approved project specific WQMP and that copies of the approved project-specific WQMP are available for the future

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.FLOOD RI. 3 USE IMPLEMENT WQMP (cont.) RECOMMND

owners/occupants. The District will not release occupancy permits for any portion of the project exceeding 80% of the project area prior to the completion of these tasks.

PLANNING DEPARTMENT

90.PLANNING. 2 USE - PALEO MONITORING REPORT RECOMMND

Prior to Final Inspection, the applicant shall submit to the County Archaeologist one paper copy and two (2) CD copies of the Paleontological Monitoring Report. The report shall be certified by a professionally-qualified paletontologist listed on the County's Paleontology Consultant List.

90.PLANNING. 3 USE - MINIMUM FLOOR AREA RECOMMND

11 dwelling units shall have a minimum floor living area of not less than 750 square feet. All buildings and structures shall comply with approved construction plans that are designed in accordance with this condition.

90.PLANNING. 5 USE - PARKING PAVING MATERIAL RECOMMND

A minimum of four (4) parking spaces shall be provided as shown on the APPROVED EXHIBIT A, unless otherwise approved by the Planning Department. The parking area shall be surfaced with asphaltic concrete or concrete to current standards as approved by the Department of Building and Safety.

90.PLANNING. 6 USE - ACCESSIBLE PARKING RECOMMND

A minimum of one (1) accessible parking space[s] for persons with disabilities shall be provided as shown on APPROVED EXHIBIT A. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility. The sign shall not be smaller than 70 square inches in area and shall be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade, or centered at a minimum height of 36 inches from the parking space finished grade,

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 6 USE - ACCESSIBLE PARKING (cont.) RECOMMND

ground, or sidewalk. A sign shall also be posted in a conspicuous place, at each entrance to the off-street parking facility, not less than 17 inches by 22 inches, clearly and conspicuously stating the following:

"Unauthorized vehicles not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed by telephoning the local sheriff's office."

In addition to the above requirements, the surface of each parking space shall have a surface identification sign duplicating the symbol of accessibility in blue paint of at least 3 square feet in size.

90.PLANNING. 10 USE - ROOF EQUIPMENT SHIELDING RECOMMND

Roof-mounted equipment shall be shielded from ground view. Screening material shall be subject to Planning Department approval.

90.PLANNING. 12 USE - INSTALL BIKE RACKS RECOMMND

A bicycle rack with a minimum of 2 spaces shall be provided in convenient locations to facilitate bicycle access to the project area as shown on APPROVED EXHIBIT A. The bicycle racks shall be shown on project landscaping and improvement plans submitted for Planning Department approval, and shall be installed in accordance with those plans.

90.PLANNING. 13 USE - UTILITIES UNDERGROUND RECOMMND

All utilities, except electrical lines rated 33 kV or greater, shall be installed underground. If the permittee provides to the Department of Building and Safety and the Planning Department a definitive statement from the utility provider refusing to allow underground installation of the utilities they provide, this condition shall be null and void with respect to that utility.

90.PLANNING. 14 USE - SPECIMEN TREES REQUIRED RECOMMND

Landscaping plans shall incorporate the use of specimen (24" box or greater) canopy trees along streets and within the parking areas. All trees and shrubs shall be drawn to

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 14 USE - SPECIMEN TREES REQUIRED (cont.) RECOMMND

reflect the average specimen size at 15 years of age. All trees shall be double-staked and secured with non-wire ties.

90.PLANNING. 15 USE - CURBS ALONG PLANTERS RECOMMND

A six inch high curb with a twelve (12) inch wide walkway shall be constructed along planters on end stalls adjacent to automobile parking areas. Public parking areas shall be designed with permanent curb, bumper, or wheel stop or similar device so that a parked vehicle does not overhang required sidewalks, planters, or landscaped areas.

90.PLANNING. 18 USE - TRASH ENCLOSURES RECOMMND

One (1) trash enclosure which is adequate to enclose a minimum of two (2) bins shall be located as shown on the APPROVED EXHIBIT A, and shall be constructed prior to the issuance of occupancy permits. Additional enclosed area for collection of recyclable materials shall be located within, near or adjacent to each trash and rubbish disposal area. The recycling collection area shall be a minimum of fifty percent (50%) of the area provided for the trash/rubbish enclosure(s) or as approved by the Riverside County Waste Management Department. All recycling bins shall be labeled with the universal recycling symbol and with signage indicating to the users the type of material to be deposited in each bin.

90.PLANNING. 21 USE - REMOVE OUTDOOR ADVERTISE RECOMMND

All existing outdoor advertising displays, signs or billboards shall be removed.

90.PLANNING. 22 USE - WALL & FENCE LOCATIONS RECOMMND

Wall and/or fence locations shall be in conformance with APPROVED EXHIBIT A.

90.PLANNING. 27 USE - CONDITION COMPLIANCE RECOMMND

The Department of Building and Safety shall verify that the Development Standards of this approval and all other preceding conditions have been complied with prior to any use allowed by this permit.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 30 USE - ORD 810 O S FEE (2) RECOMMND

Prior to the issuance of a certificate of occupancy,or upon building permit final inspection prior to use or occupancy for cases without final inspection or certificate of occupancy (such as an SMP), whichever comes first, the applicant shall comply with the provisions of Riverside County Ordinance No. 810, which requires the payment of the appropriate fee set forth in the Ordinance. The amount of the fee will be based on the "Project Area" as defined in the Ordinance and the aforementioned Condition of Approval. The Project Area for Conditional Use Permit No. 3555 is calculatecd to be 3.91 net acres. In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 31 USE - ORD NO. 659 (DIF) RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the appropriate fee set forth in the Ordinance. Riveside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and installation of facilities and the acquisition of open space and habitat necessary to address the direct and cummulative environmental effects generated by new development project described and defined in this Ordinance, and it establishes the authorized uses of the fees collected.

The amount of the fee for commercial or industrial development shall be calculated on the basis of the "Project Area," as defined in the Ordinance, which shall mean the net area, measured in acres, from the adjacent road right-of-way to the limits of the project development. The Project Area for Conditional Use Permit No. 3555 has been calculated to be 3.91 net acres.

In the event Riverside County Ordinance No. 659 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsquent mitigation fee

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 31 USE - ORD NO. 659 (DIF) (cont.) RECOMMND

ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 32 USE - LNDSCPE/IRRIG INSTALL RECOMMND

The permit holder's landscape architect responsible for preparing the Landscaping and Irrigation Plans shall arrange for an Installation Inspection with the Planning Department at least fifteen (15) working days prior to final Inspection of the structure or issuance of occupancy permit, whichever occurs first. Upon successful completion of the Installation Inspection and compliance with the Planning Department's Milestone 80 conditions entitled "USE-LANDSCAPING SECURITIES and LANDSCAPE INSPECTION DEPOSIT," both the County Planning Department's Landscape Inspector and the permit holder's landscape architect shall execute a Certificate of Completion that shall be submitted to the Planning Department and the Department of Building and Safety.

90.PLANNING. 33 USE - COMPLY W/ LNDSCP/IRR PLN RECOMMND

All required landscape planting and irrigation shall have been installed in accordance with approved Landscaping, Irrigation, and Shading Plans, Ordinance No. 859 (as adopted and any amendments thereto), and the Riverside County Guide to California Landscaping. All landscape and irrigation components shall be in a condition acceptable to the Planning Department through the implementation of the Department's Milestone 90 condition entitled "USE - LNDSCP/IRRIG INSTALL INS." The plants shall be healthy and free of weeds, disease or pests. The irrigation system shall be properly constructed and determined to be in good working order.

TRANS DEPARTMENT

90.TRANS. 1 USE - IMP PLANS RECOMMND

Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the Riverside County Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County.

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90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 2 USE - SIGNING & STRIPING RECOMMND

A signing and striping plan is required for this project. The project proponent shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer.

90.TRANS. 3 USE - WRCOG TUMF RECOMMND

Prior to the issuance of an occupancy permit, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance, pursuant to Ordinance No. 824.

90.TRANS. 4 USE STREETLIGHT AUTHORIZATION RECOMMND

Prior to OCCUPANCY, the project proponent shall submit to Transportation Department Permits the following:

1. "Streetlight Authorization" form approved by L&LMD No. 89-1-C Administrator.

2. Letter establishing interim energy account from SCE, IID or other electric provider.

90.TRANS. 5 USE - STREET LIGHTS INSTALL RECOMMND

Install streetlights along the streets associated with development in accordance with the approved street lighting plan and standards of County Ordinances 460 and 461. For projects within IID use IID's pole standard.

Street light annexation into L&LMD or similar mechanism as approved by the Transportation Department shall be completed.

It shall be the responsibility of the Developer to ensure that street lights are energized along the streets associated with this development where the developer is seeking Building Final Inspection (Occupancy).

90.TRANS. 6 USE - UTILITY PLAN RECOMMND

Electrical power, telephone, communication, treet lighting, and cable television lines shall be designed to be placed

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 6 USE - UTILITY PLAN (cont.) RECOMMND

underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. The applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the Transportation Department for verification purposes.

90.TRANS. 7 USE - UTILITY INSTALL RECOMMND

lectrical power, telephone, communication, street lighting, and cable television lines shall be placed underground in accordance with ordinance 460 and 461, or as approved by the Transportation Department. This also applies to existing overhead lines which are 33.6 kilovolts or below along the project frontage and between the nearest poles offsite in each direction of the project site.

A certificate should be obtained from the pertinent utility company and submitted to the Department of Transportation as proof of completion.

90.TRANS. 8 USE - LANDSCAPING COMM/IND RECOMMND

Landscaping within public road right-of-way shall comply with Transportation Department standards and Ordinance 461 and shall require approval by the Transportation Department. Landscaping shall be improved within Limonite Avenue and 63rd Street.

Assurance of continuous maintenance is required by processing and filing a 'Landscape Maintenance Agreement' through the Transportation Department Plan Check Division; or if desired the developer may file an application for annexation into Landscaping and Lighting Maintenance District No. 89-1-Consolidated by contacting Judy Watterlond, Transportation Department at (951) 955-6829.

CONDITIONAL USE PERMIT Case #: CUP03555 Parcel: 157-250-002

90. PRIOR TO BLDG FINAL INSPECTION

90.TRANS. 9 USE - EXISTING MAINTAINED RECOMMND

Limonite Avenue along project boundary is a paved County maintained road designated as an Urban Arterial Highway and shall be improved with 8" concrete curb and gutter located 55 feet from centerline to flow line, 8" curbed edge of pavement landscaped median, and match up asphalt concrete paving; reconstruction; or resurfacing of existing paving as determined by the Transportation Department within the 76 foot half-width dedicated right-of-way in accordance with County Standard No. 91. (110' / 152')

NOTE: A 5' meandering sidewalk shall be constructed within the 21' parkway per Standard 404.

90.TRANS. 10 USE - PART-WIDTH RECOMMND

63rd Street along project boundary is a dirt County maintained road designated as a Local Street and shall be improved with 6" concrete curb and gutter located 26 feet from centerline to flow line with an additional 6 feet of pavement south of the centerline for a total of 32' of pavement within the 50 foot dedicated right-of-way (30' north of centerline and 20' south of centerline) in accordance with County Standard No. 105, Section C. (32'/50') (Modified)

NOTE: A 4' sidewalk shall be constructed adjacent to curb line within the parkway.

90.TRANS. 11 USE - TRAFFIC SIGNAL 2 RECOMMND

Prior to issuance of an occupancy permit the project proponent shall complete annexation to Landscaping and Lighting Maintenance District No. 89-1-Consolidated for maintenance of traffic signals within public road rights-of-way for the required traffic signal(s).

90.TRANS. 12 USE - GRAFFITI ABATEMENT RECOMMND

Prior to issuance of an occupancy permit the project proponent shall complete annexation to Landscaping and Lighting Maintenance District NO. 89-1-Consolidated for graffiti abatement of walls and other permanent structures along County maintained road rights-of-way.

SLM

COMPREHENSIVE PROJECT REVIEW

683

INITIAL CASE TRANSMITTAL

H-5 + H-6

RIVERSIDE COUNTY PLANNING DEPARTMENT - RIVERSIDE

P.O. Box 1409

Riverside, CA 92502-1409

Clear/ds

DATE: October 25, 2007

COUNTY OF RIVERSIDE
WASTE MANAGEMENT
07 OCT 30 PM 1:45

TO:

Transportation Dept.-Jim Knutson
Environmental Health Dept.-Haz Mat
Flood Control Dist.
Fire Department
Dept. of Bldg. & Safety (Grading)
Dept. of Bldg. & Safety (Plchk)
Regional Parks & Open Space Dist.
Co. Geologist
Environmental Programs Dept.
P.D. Trails Coordinator-J. Jolliffe
Riv. Transit Agency
Riv. Sheriffs Dept.
Riv. Waste Management Dept.
Jurupa Area Recreation & Parks
Supervisor Tavaglione

Commissioner Snell
Norco-Corona Unified School Dist.
Jurupa CSD
SCE
RWQCB-Santa Ana
California Native America Heritage Commission
EIC "Attachment A"
California Dept of Fish & Game
U.S. Fish & Wildlife Service
U.S. Postal Service
Bureau of Land Management
Soboba Indian Tribe
Pechanga Indian Tribe
Jurupa Cultural Center
Riv. EDA-Redevelopment

GENERAL PLAN AMENDMENT NO. 882, CHANGE OF ZONE NO. 7533, AND CONDITIONAL USE PERMIT NO. 3555 – EA41419 – Applicant: Stadium Properties, LLC – Engineer/Representative: KWC Engineers – Second Supervisorial District – Prado-Mira Loma Zoning District – Jurupa Area Plan – Rural Community: Low Density Residential (RC:LDR) (½ Acre Minimum) – Commercial Retail Overlay Area – Location: Southerly of Limonite Avenue, northerly of 63 Street, and Westerly of Etiwanda Avenue – 4.30 Gross Acres – Zoning: Residential Agriculture (R-A) – **REQUEST:** The General Plan Amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) to Community Development: Commercial Retail (CD:CR) per the Commercial Retail Overly Area. The Change of Zone proposes to change the project site's current Zoning Classification from Residential Agriculture (R-A) to General Commercial (C-1/C-P) for consistency purposes. The Conditional Use Permit proposes to construct a Self Storage facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence. Building 'A' consists of 15,518 sq ft., Building 'B-1' consists of 4,979 sq. ft., Building 'B-2' consists of 8,914 sq. ft., Building 'B-3' consists of 8,700 sq. ft., Building 'C' consists of 49,700 sq. ft., and Building 'D' consists of 49,700 sq. ft. Building 'A' includes a 881 sq. ft. office and a 1,819 sq. ft. residence including a 469 sq. ft. garage. The project includes a total building area of 140,211 sq. ft., 6 parking stalls including 1 ADA parking stall for persons with disabilities, and 29,780 sq. ft. of landscaping on a 4.30 acre lot – APN: 157-250-002

Please review the attached exhibit(s) for the above-described project. This case is scheduled for a **CPR Meeting on November 15, 2007**. All County Agencies and Departments, please have draft conditions in the Land Management System by the above date. If you cannot clear the exhibit, please have corrections in the system and DENY the routing. Once the route is complete, and the approval screen is approved with or without corrections, the case can be scheduled for a public hearing. All other agencies, please have your comments/conditions to the Planning Department as soon as possible. Your comments/recommendations/ conditions are requested so that they may be incorporated in the staff report for this particular case.

Should you have any questions regarding this item, please do not hesitate to contact **Andrew Gonzalez,** Project Planner, at (951) **955-2137** or email at angonzal@RCTLMA.org / **MAILSTOP# 1070.**

COMMENTS:

DATE: _____ SIGNATURE: _____

PLEASE PRINT NAME AND TITLE: _____

TELEPHONE: _____

If you do not include this transmittal in your response, please include a reference to the case number and project planner's name. Thank you.

Jurupa Area Recreation and Park District

4810 Pedley Road ❖ Riverside, CA 92509 ❖ (951) 361-2090 ❖ Fax (951) 361-2095

www.jarpd.org

November 15, 2007

VIA HAND DELIVERED

RIVERSIDE COUNTY PLANNING DEPARTMENT
Attn: Andrew Gonzalez, Project Planner
P.O. Box 1409
Riverside, California 92502-1409

Re: Comprehensive Project Review - General Plan Amendment No. 882, Change of Zone No. 7533, and Conditional Use Permit No. 3555

Dear Mr. Gonzalez:

At the meeting of the Jurupa Area Recreation and Park District ("JARPD") Board of Directors on November 8, 2007, the Board in Open Session reviewed the referenced proposal by Applicant Stadium Properties, LLC for a General Plan Amendment, Change of Zone, and Conditional Use Permit noticed by your Comprehensive Project Review, Initial Case Transmittal letter of October 25, 2007.

Upon considering the numerous comments voiced by community members before and during the meeting, all in strong opposition to the proposal, the Board after deliberation, with all directors present, unanimously voted to **oppose** the proposal in its entirety; and further directed me to communicate the Board's opposition and the reasons therefor in this letter for your consideration at the CPR Meeting scheduled for November 15, 2007.

1. Background

The subject property was deeded to the Jurupa Community Services District ("JCSD") in 1976 as the result of an agreement with the owner/developer to transfer the property to JCSD in exchange for a waiver of annexation fees on an adjacent residential development. From this time forward it was the intent and understanding of all parties concerned, expressly communicated to the County, and specifically the Riverside Flood Control and Water Conservation District that the subject property would be utilized as a dual use, joint water detention basin/little league ballpark, and recreation facility.

General Manager
Dan Rodriguez

Office Manager
Julie Paniagua

Board of Directors
Robert M. Hernandez ❖ Lee Parde ❖ Jim Real ❖ Larry Riddle ❖ Sheryl Schmidt

Subsequently, the JCSD never undertook action to improve or otherwise develop the property into a ballpark and recreation facility. Consequently, in 1984 the subject property was not transferred (as were other properties) to the newly created JARPD pursuant to a LAFCO approved reorganization, which required JARPD to "assume ownership, control, operation and maintenance of the **existing** parks and recreation facilities of the JCSD."

In August 2001 the JARPD in writing directly expressed an interest and desire to JCSD to negotiate and purchase the subject property for a future park.

JARPD was advised by JCSD approximately two weeks later that in the event that JCSD declared the property to be surplus, as it was considering, that it would comply with the requirements of Government Code ("GC") §54222 and provide notification to JARPD and other public agencies of the availability of the property.

Unbeknownst to JARPD, and for that matter any other public agency that was entitled to notification and an opportunity to purchase surplus public property under GC §54222, JCSD in 2003 declared the subject property as surplus (a newly constructed storm drain obviated the need for a water detention basin) and secretly sought to sell the property to commercial interest land buyers.

In March of 2004 JCSD secretly had the subject property appraised giving specific instructions to the appraiser to disregard current General Plan Land Use Designations (Rural Community; Low Density Residential) and Zoning Requirements (Residential—Agriculture), and to instead hypothetically appraise the property as commercial only. As a result, the property was appraised not at its actual present value according to existing land use/zoning laws, but upon hypothetical conditions, which would artificially inflate the land's value. The property was appraised at $1,040,000, based upon speculative commercial value. In reality, the actual property value in 2004, based upon existing land use/zoning laws was $320,000.

JCSD, in violation of state law, intentionally and deliberately excluded JARPD (and other public agencies) from the required notification that the property was available to purchase, explicitly for the purpose of preventing JARPD from participating in the statutorily mandated negotiation, purchase, and sale process to enable the acquisition of surplus public property by public agencies for the public's benefit, use, and enjoyment.

Shortly thereafter, in May 2005, the present owners of the property offered to purchase said property from JCSD for $1,200,000. In a special meeting that was not properly noticed pursuant to the state's open meeting laws, the JCSD Board accepted the offer in a session that lasted only a few minutes, and which was not attended by any members of the general public. In May 2006 the property was deeded to the present owners.

The land sale transaction between the JCSD and the present owners did not come to public attention, and was not discovered by JARPD until 2007.

Also, in 2007 the Riverside County Grand Jury investigated the subject transaction and on June 29, 2007 issued a scathing report finding that JCSD violated state laws, and recommended that JCSD turnover to JARPD the $1,200,000 proceeds from the illegal transaction. A copy of the Grand Jury Report is attached as **Attachment 'A'** to this letter.

2. The Proposed General Plan Amendment, Change of Zone, and Conditional Use Permit Should Not Be Granted for the Following Reasons

It is clear that JCSD intentionally violated state laws to circumvent offering the subject property for sale to JARPD at a reasonable fair value, given present applicable land use and zoning regulations that are consistent with JARPD's stated purpose of acquiring the property for park purposes.

Given the curious and odd fact that the property was not put out to public bid, and that out of a whole world of purchasers the property was quietly sold to a group of investors that happened to include a one-third ownership interest by a local Congressman who wields influence over County land use decision-makers, the JARPD Board is not prepared to conclude that the present owners were not in league with JCSD's design to circumvent the sale of the property as a community park. An investigation by the Board is on-going at this juncture.

If the subject proposal is approved, then the County will have in practical effect sanctioned a clearly illegal transaction.

Moreover, the present 2007 appraised value for the property under current land use and zoning regulations is $750,000.

JARPD is presently attempting to directly purchase the property from the owners. If negotiations with the owners are unfruitful, JARPD is determined to pursue all its legal options to acquire the property as necessary, including acquisition by eminent domain.

If the subject proposal is approved, the County will interfere with the present status quo of the property in strong favor to the owners and to the great disadvantage of JARPD in its present negotiations to purchase the property.

Moreover, in the event that acquisition by eminent domain becomes necessary, JARPD will be required by law to provide just compensation, meaning present fair market value for the property. Present fair market value is $750,000. The fact that the present owners paid $1,200,000 for the property was based on sheer speculation that a zoning change to commercial could be accomplished. Perhaps not a bad gamble with a local area Congressman on their side, but a gamble just the same.

If the County approves the subject proposal, and the land use and zoning is changed to commercial, the present fair market value for the property will in effect automatically increase from $750,000 to at least $1,200,000. JARPD will be required to expend at minimum $450,000 more in taxpayer public funds to acquire the property under eminent domain, a huge amount in contrast to today's value of the property given present zoning and the intended use of the property as a park.

However, the most important consideration for not approving the proposed zoning change is that a local community park, by any standard, is a more desirable and intrinsically valuable land use than a gigantic commercial self-storage complex envisioned by the Applicant. Especially where the property is located, adjacent to an Hispanic neighborhood that is not currently served by any nearby park or recreation facilities.

Accordingly, the JARPD Board strongly opposes the proposed zoning changes and requests that the County deny the Applicant's request. Until such time as JARPD is allowed to fully exercise and conclude its legal recourses seeking acquisition of the property and/or damages in resolution to the illegal sale of the property, no land use or zoning changes should be allowed by the County.

If you have any questions, or require further information or documentation regarding this subject, the JARPD Board and I stand ready to meet your needs for the Comprehensive Project Review.

Very Truly Yours,

DAN RODRIGUEZ, General Manager
JURUPA AREA RECREATION AND PARK DISTRICT

XC: Board of Directors

E:\MyFiles\2007 Planning Projects\November 15, 2007 GPA No. 882, CoZ NO. 7533 CUP No. 3555 Limonite Propoerty Calvert.wpd

Attachment 'A'

2006-2007 GRAND JURY REPORT
Jurupa Community Services District

Background

The Jurupa Community Service District (JCSD) was established in 1956 to provide sewage service to a 26-square mile area in the Jurupa Community. In 1960, JCSD hired its first general manager. The first sewage system and treatment plant was completed in 1961.

The district has expanded and now encompasses some 48-square miles in the unincorporated areas of Riverside County known as Eastvale, Pedley, Glen Avon, Sunnyslope, and Mira Loma (see Exhibit 1). It has also incrementally expanded its function to include management of ground water, wastewater, lighting, parks in the Eastvale area, and graffiti removal.

JCSD provides some 22,500 water connections to a population of about 72,000. The district has 17 wells, 7 booster stations, and 14 reservoirs with a capacity of 38 million gallons. JCSD also maintains one wastewater reclamation plant.
The JCSD budget for fiscal year 2005-2006 shows total revenues of 24.8 million dollars with total expenses of 24.6 million dollars.

JCSD is governed by an elected board of five directors, each of whom serves a 4-year term. The directors hire a general manager who serves at the pleasure of the board.

- **07/26/1976** Property located on Limonite Avenue, west of Etiwanda Avenue, (Assessor's Parcel Number (APN) 157-250-002) was deeded to JCSD in lieu of annexation fees. Documentation indicates that the 4.3-acre property was intended for use as a park and was also serving as a retention basin for flood control purposes.

- **05/16/1984** The Jurupa Area Recreation and Parks District (JARPD) was formed with responsibility for recreation and parks in the JCSD geographic area east of Hamner Avenue. The Limonite Property fell within the JARPD geographic area.

- **05/31/1985** JCSD transferred to JARPD all existing parks previously administered by JCSD within the newly formed JARPD geographic boundaries. JCSD did not transfer the Limonite Property to JARPD.

Findings

1. Jurupa Community Services District (JCSD) managed the sale of The Limonite Property in the timeline as follows:

   - **08/27/2001** JARPD's letter formally expressed interest to JCSD in obtaining the Limonite Property for park use.

   - **09/12/2001** JCSD's letter replied to JARPD to the effect that if and when the Limonite Property became available, such notification would be provided, as required by California Government Code (GC) §54222.

   - **11/24/2003** JCSD Board Minutes reveal a unanimous vote declaring the Limonite Property surplus to the district's needs. JARPD was not advised of this decision, as required by GC §25526, 25528, 25530, and 25531. JCSD did not comply with these provisions.

   - **03/23/2004** JCSD received an appraisal valuing the Limonite Property at $1,040,000. The appraisal stated, "It is the appraiser's estimation that both the marketing and exposure time for the Subject Properties would be 12 months or less if placed on the open market in today's market conditions at the concluded values."

   - The Riverside County Economic Development Agency provides expert assistance to agencies having surplus real estate to dispose of. The district did not utilize these services, instead, employed a Ventura, California–based appraisal company.

   - **05/06/2005** an outside buyer tendered a written offer for the property for $1,200,000. At no time, between the Limonite Property being declared surplus and receipt of the offer to purchase, was public notification made of the availability of the property, as required by GC §54222.

- **05/09/2005** At the regularly scheduled JCSD Board Meeting, the minutes show no mention of the availability of the Limonite Property or of the offer to purchase it.

- **05/13/2005** JCSD posted notification of a Special Board Meeting to be held the following Monday, May 16, 2005, for the purpose of considering an offer to purchase the Limonite Property. No explanation was given for calling a Special Meeting over the weekend, as opposed to considering the matter at the next regular meeting, one week later. Witnesses testifying concerning the Special Meeting claimed not to remember the reason for the urgency of the meeting.

- **05/16/2005** Minutes of the Special Board Meeting reflect the attendance of four of the five directors. Minutes also reflect the absence of the District's Legal Counsel.

  A motion to accept the offer to purchase the Limonite Property passed unanimously. The meeting was concluded in about 15 minutes.

- **05/15/2006** The land sale transaction culminated with the filing of the Grant Deed transferring title to the new owners.

2. JCSD does not have a Policy and Procedures Manual. Our investigation revealed the following:

   a. Evidence was received concerning personal use of JCSD credit cards, by district management personnel, in the purchase of clothing and meals.

   b. Contracts were written with a firm owned by a relative of a district official for billing and printing. The contracts were awarded without competitive bidding, as required by California Public Contract Code §22030-22045.

      Construction contracts were awarded without competitive bidding. This was corrected after another contractor brought the matter to public attention.

c. Board members testified that hired management recommendations for action were generally accepted without question.

3. California State Department of Health and Services (DHS) sent JCSD a Notice of Violation on February 10, 2006, stating that its weekly nitrate sampling requirements had not been met. On April 28, 2006, JCSD received another Notice of Violation from DHS citing the sampling deficiency and ordered Well #17 to be shut down. The public was not initially notified of potable water contamination.

Recommendations

Riverside County Board of Supervisors
Jurupa Community Services District, Board of Directors
Jurupa Community Services District, General Manager
Riverside County Economic Development Agency

1. JCSD comply with GC §54222 by making public notification of the availability of surplus property.

   The JCSD Board of Directors turn over to JARPD the monies received from the Limonite Property sale ($1,200,000), less the costs of the sale.

   The JCSD Board of Directors adopt and enforce specific policies requiring that any future sale of district realty utilize the services of the County Economic Development Agency in obtaining appraisal and other real estate services.

2. JCSD prepare and publish a policy and procedures manual. This manual should include provisions for:

   a. Termination of employment and reference to the District Attorney for prosecution for misuse of District Credit Cards.

   b. Adherence to California Public Contract Code §22030-22045 in contracting for goods and services.

c. Clear definition of board supervisory authority in relation to hired management.

d. Define and require adherence to the requirements of the Brown Act as, it applies to JCSD.

3. JCSD Directors investigate and immediately notify the public of all potable water-sampling deficiencies.

Report Issued: **06/29/07**
Report Public: **07/03/07**
Response Due: **09/27/07**

Riverside County
Waste Management Department
Hans W. Kernkamp, General Manager-Chief Engineer

November 14, 2007

Andrew Gonzalez, Project Planner
Riverside County Planning Department
9th Floor, CAC – P.O. Box 1409
Riverside, CA 92502-1409

RE: Conditional Use Permit No. 3555 — Self Storage with an Office and Caretaker Residence

Dear Mr. Gonzalez:

The Riverside County Waste Management Department (Department) has reviewed the proposed project, located westerly of Etiwanda Avenue, northerly of 63 Street, and southerly of Limonite Avenue in the Jurupa area. The project is subject to the State Model Ordinance, implemented 9/1/94 in accordance with AB 1327, Chapter 18, California Solid Waste Reuse and Recycling Access Act of 1991, which requires that all commercial, industrial and multi-family residential projects provide adequate area(s) for collecting and loading recyclable materials (i.e., paper products, glass and other recyclables).

The Department is recommending that the following conditions be made a part of any Conditions of Approval for the project:

1. **Prior to issuance of a building permit,** the applicant shall submit **two (2) full size** copies **and one (1) 11" x 17" copy** of a Recyclables Collection and Loading Area plot plan to the Riverside County Waste Management Department for review and approval. The plot plan shall conform to ***Design Guidelines for Recyclables Collection and Loading Areas,*** provided by the Waste Management Department, and shall show the location of and access to the collection area for recyclable materials, along with its dimensions and construction detail, including elevation/façade, construction materials and signage. The plot plan shall clearly indicate how the trash and recycling enclosures shall be accessed by the hauler.

2. **Prior to final building inspection,** the applicant shall construct the recyclables collection and loading area in compliance with the Recyclables Collection and Loading Area plot plan, as approved and stamped by the Riverside County Waste Management Department and as verified by the Riverside County Building and Safety Department through site inspection.

3. In order to mitigate the project's potential solid waste impacts, and to help the County's efforts to comply with State law in diverting solid waste from landfill disposal, the project proponent shall do the following, **prior to the issuance of occupancy permits:**

a. The project proponent shall make every effort and take every means to recycle, reuse, and/or reduce the amount of construction and demolition materials (i.e., concrete, asphalt, wood, etc.) generated by development of the project that would otherwise be taken to a landfill. This can be done either by taking these materials directly to recycling facilities (Riverside County Waste Management Department, Recycling Section, can be contacted directly at 951.486.3200 for a list of facilities) or by making arrangements through the franchise hauler or a construction clean-up business.

b. Evidence (i.e., receipts or other type verification) to show that every effort has been made and every means has been taken to ensure compliance shall be presented by the project proponent to the Planning/Recycling Division of the Riverside County Waste Management Department in order to clear the project for occupancy permits.

4. Since hazardous materials are not accepted at Riverside County landfills, the project proponent shall take any hazardous wastes, including paint used during construction, to facilities that are permitted to receive them, in accordance with local, state, and federal regulations.

5. Use mulch and/or compost in the development and maintenance of landscaped areas within the project boundaries. Recycle green waste through either onsite composting of grass, i.e., leaving the grass clippings on the lawn, or sending separated green waste to a composting facility.

6. Consider xeriscaping and using drought tolerant/low maintenance vegetation in all landscaped areas of the project.

Thank you for the opportunity to review this proposal. If you have any questions, please call me at (951) 486-3283.

Sincerely,

Sung Key Ma, Planner

Enclosure: Initial Case Transmittal
Doc. #59908

NOTICE OF PUBLIC HEARING
and
INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

A PUBLIC HEARING has been scheduled, pursuant to Riverside County Subdivision Ordinance No. 460, before the **RIVERSIDE COUNTY** PLANNING COMMISSION to consider the project shown below:

GENERAL PLAN AMENDMENT NO. 882 / CHANGE OF ZONE NO. 7566 / CONDITIONAL USE PERMIT NO. 3555 – EA41419 – Applicant: Stadium Properties, LLC – Engineer/Representative: KWC Engineers – Second Supervisorial District – Prado-Mira Loma Zoning District – Jurupa Area Plan – Rural Community: Low Density Residential (RC:LDR) (½ Acre Minimum) – Commercial Retail Overlay Area – Location: Southerly of Limonite Avenue, northerly of 63 Street, and westerly of Etiwanda Avenue – 4.30 Gross Acres – Zoning: Residential Agriculture (R-A) – **REQUEST:** The General Plan Amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) per the Commercial Retail Overly Area. The Change of Zone proposes to change the project site's current zoning classification from Residential Agricultural (R-A) to General Commercial (C-1/C-P) for consistency purposes. The Conditional Use Permit proposes to construct a Self Storage facility consisting of two (2) two-story buildings and four (4) single-story buildings including an Office and Caretaker Residence; the project includes a total building area of 141,458 sq. ft., 4 parking stalls including 1 ADA for persons with disabilities, and 32,307 sq. ft. of landscaping on a 4.30 gross acre lot. Building 'A' consists of 16,422 sq ft., Building 'B-1' consists of 4,973 sq. ft., Building 'B-2' consists of 8,794 sq. ft., Building 'B-3' consists of 9,169 sq. ft., Building 'C' consists of 49,700 sq. ft., and Building 'D' consists of 49,700 sq. ft. Building 'A' includes a 900 sq. ft. office and a 1,350 sq. ft. residence including a 450 sq. ft. garage. – APN: 157-250-002. (Legislative)

TIME OF HEARING:	9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING:	October 1, 2008
PLACE OF HEARING:	RIVERSIDE COUNTY ADMINISTRATIVE CENTER BOARD CHAMBERS, 1ST FLOOR 4080 LEMON STREET RIVERSIDE, CA 92501

For further information regarding this project, please contact Russell Brady, at 951-955-1888 or e-mail rbrady@rctlma.org, or go to the County Planning Department's Planning Commission agenda web page at http://www.tlma.co.riverside.ca.us/planning/content/hearings/pc/current_pc.html.

The Riverside County Planning Department has determined that the above project will not have a significant effect on the environment and has recommended adoption of a mitigated negative declaration. The Planning Commission will consider the proposed project and the proposed mitigated negative declaration, at the public hearing. The case file for the proposed project and the proposed mitigated negative declaration may be viewed Monday through Friday, 8:30 a.m. to 4:30 p.m., (with the exception of Noon-1:00 p.m. and holidays) at the County of Riverside Planning Department, 4080 Lemon Street, 9th Floor, Riverside, CA 92502. For further information or an appointment, contact the project planner.

Any person wishing to comment on a proposed project may do so, in writing, between the date of this notice and the public hearing or appear and be heard at the time and place noted above. All comments received prior to the public hearing will be submitted to the Planning Commission, and the Planning Commission will consider such comments, in addition to any oral testimony, before making a decision on the proposed project.

If you challenge this project in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Be advised that, as a result of public hearings and comment, the Planning Commission may amend, in whole or in part, the proposed project. Accordingly, the designations, development standards, design or improvements, or any properties or lands, within the boundaries of the proposed project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:
RIVERSIDE COUNTY PLANNING DEPARTMENT
Attn: Russell Brady, P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN, certify that on 8/29/08,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers CUP03555 For

Company or Individual's Name Planning Department,

Distance buffered 600'.

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Vinnie Nguyen

TITLE GIS Analyst

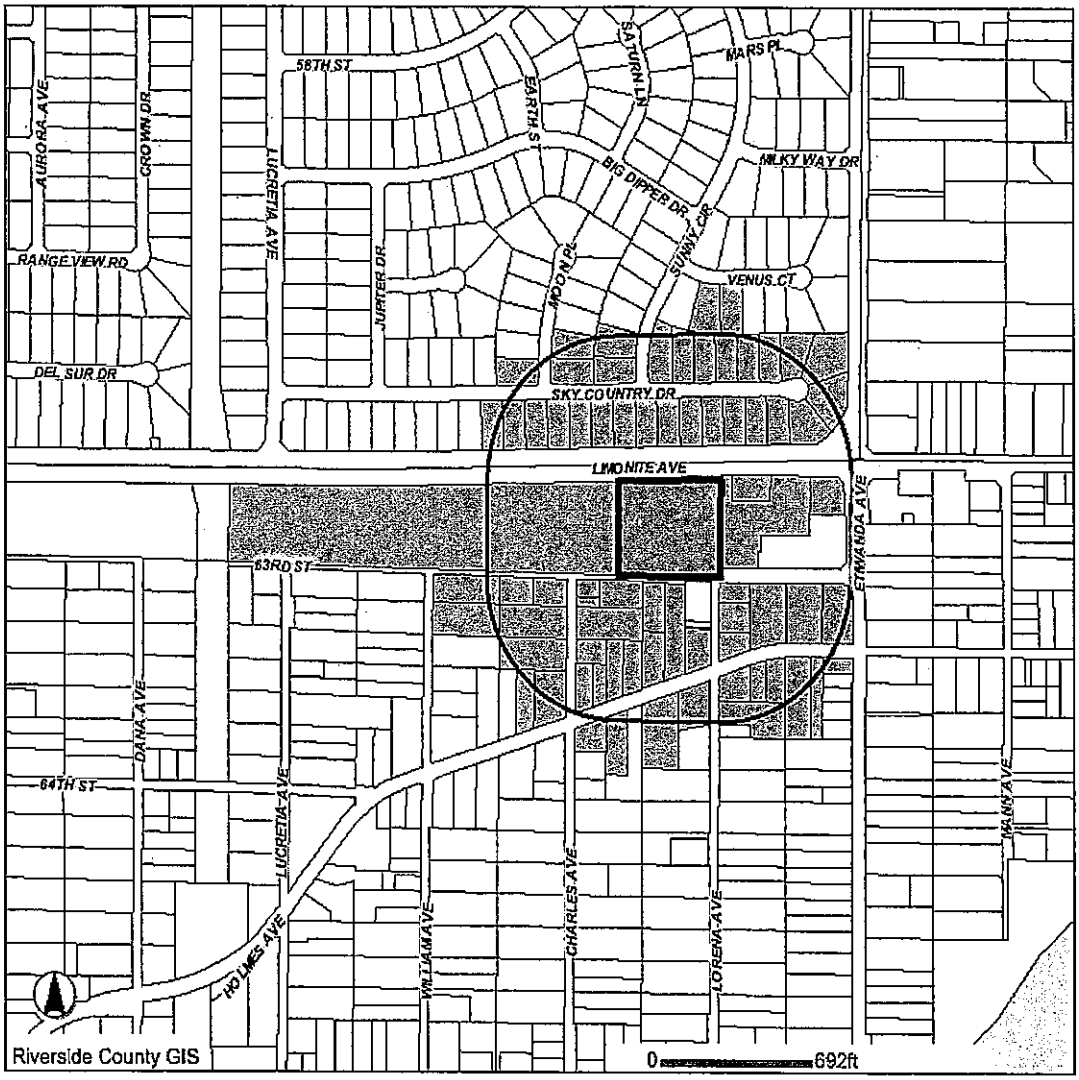
ADDRESS: 4080 Lemon Street 2nd Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

8/29/08

600 foot buffer



Selected parcel(s):

157-081-001	157-081-002	157-081-003	157-081-004	157-081-005	157-081-006	157-081-007
157-081-014	157-091-001	157-091-002	157-091-003	157-091-005	157-091-007	157-091-009
157-091-010	157-091-011	157-091-012	157-091-013	157-091-014	157-091-015	157-091-016
157-091-019	157-092-001	157-092-004	157-092-006	157-092-017	157-101-001	157-101-002
157-101-003	157-101-004	157-101-005	157-101-006	157-102-001	157-102-002	157-102-027
157-102-028	157-102-029	157-102-030	157-102-036	157-250-002	157-250-006	157-250-007
157-250-009	157-250-011	160-171-046	160-171-047	160-171-048	160-171-049	160-171-060
160-172-016	160-172-017	160-172-019	160-172-020	160-172-021	160-172-022	160-172-023
160-172-024	160-172-025	160-172-026	160-172-027	160-172-028	160-172-029	160-172-030
160-172-031	160-172-032	160-172-033	160-172-034	160-172-035	160-172-036	160-172-037
	160-172-038	160-172-039	160-172-040	160-172-041	160-172-042	

IMPORTANT
This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

MAP PRINTED ON...08/28/2008

APN: 157081001 ASMT: 157081001
MONICA CERVANTES
MARCELA CERVANTES
6326 W WILLIAMS AVE
MIRA LOMA CA 91752

APN: 157081002 ASMT: 157081002
EVERETT WAYNE SHICK
CAROL ANN SHICK
11236 63RD ST
MIRA LOMA CA. 91752

APN: 157081003 ASMT: 157081003
RUBEN NAVARRO
6311 CHARLES AVE
MIRA LOMA CA. 91752

APN: 157081004 ASMT: 157081004
WALTER J JAMESON
RANDI L JAMESON
6331 CHARLES AVE
MIRA LOMA CA. 91752

APN: 157081005 ASMT: 157081005
ROBIN MCDOWELL
6361 CHARLES AVE
MIRA LOMA CA. 91752

APN: 157081006 ASMT: 157081006
MARTHA OWSIAN
11211 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157081007 ASMT: 157081007
JOHN C NIPPER
DIAN M NIPPER
11221 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157081014 ASMT: 157081014
TOMAS CERVANTES
MARTHA E CERVANTES
MARCELA CERVANTES
MONICA CERVANTES
6326 WILLIAM AVE
MIRA LOMA CA. 91752

APN: 157091001 ASMT: 157091001
JUAN M GONZALEZ
MARIA G GONZALEZ
J M GONZALEZ
6308 CHARLES AVE
MIRA LOMA CA. 91752

APN: 157091002 ASMT: 157091002
JOSE GONZALEZ
6320 MIRA LORNA AVE
MIRA LOMA CA 91762

APN: 157091003 ASMT: 157091003
DANIEL ORTEGA
11158 63RD ST
MIRA LOMA CA. 91752

APN: 157091005 ASMT: 157091005
CHARLES CHACON
DIANE S CHACON
720 E CHASE DR
CORONA CA 92881

APN: 157091007 ASMT: 157091007
AUDREY MAUREEN MANKEY
P O BOX 895
CAMBRIA CA 93428

APN: 157091009 ASMT: 157091009
GEORGE C BECERRA
4005 S HERMITAGE DR
HACIENDA HEIGHTS CA 91745

APN: 157091010 ASMT: 157091010
MORRIS E HUNTER
18692 LIBRA CIR APT 4
HUNTINGTON BEACH CA 92646

APN: 157091011 ASMT: 157091011
WELLS FARGO BANK
C/O CHASE HOME FINANCE
10790 RANCHO BERNARDO
SAN DIEGO CA 92127

APN: 157091012 ASMT: 157091012
JACK C HAYES
SUSAN L HAYES
11195 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157091013 ASMT: 157091013
BAHMAN B AZIMI
DIANA AZIMI
11058 MILKY WAY DR
MIRA LOMA CA 91752

APN: 157091014 ASMT: 157091014
JOSE MANUEL GONZALEZ
11197 HOLMES
MIRA LOMA CA. 91752

APN: 157091015 ASMT: 157091015
GEORGE SCOTT BELL
DEBORAH ANN BELL
6370 CHARLES AVE
MIRA LOMA CA. 91752

APN: 157091016 ASMT: 157091016
ROMANIAN IND CHURCH PHILA MARANATHA
6331 LORENA AVE
MIRA LOMA CA 91752

APN: 157091019 ASMT: 157091019
JOSE RENTERIA
11144 63RD ST
MIRA LOMA CA. 91752

APN: 157092001 ASMT: 157092001
GREGORIO LLAMAS
LORENA OSEGUERA
6408 CHARLES AVE
MIRA LOMA CA. 91752

APN: 157092004 ASMT: 157092004
LAWRENCE E SMITH
DEBORAH L VENCKELEER SMITH
11170 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157092006 ASMT: 157092006
WENDY L GILMORE
5196 CALIFORNIA AVE
NORCO CA 92860

APN: 157092017 ASMT: 157092017
RONALD CHICO
6391 LORENA AVE
MIRA LOMA CA. 91752

APN: 157101001 ASMT: 157101001
LUIS A MIRAMONTES
6306 LORENA AVE
MIRA LOMA CA. 91752

APN: 157101002 ASMT: 157101002
ROLAND GONZALEZ
6346 LORENA AVE
MIRA LOMA CA. 91752

APN: 157101003 ASMT: 157101003
GARY LEE SORENSEN
AMY ROBERTS SORENSEN
6366 LORENA AVE
MIRA LOMA CA. 91752

APN: 157101004 ASMT: 157101004
RAUL CASTELLANOS
LUZ E CASTELLANOS
11073 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157101005 ASMT: 157101005
DONALD JOACHIMSTALER
DESIREE TODD
11030 63RD ST
MIRA LOMA CA. 91752

APN: 157101006 ASMT: 157101006
ROSEMARIE N RUSH
5428 WALNUT LN
YORBA LINDA CA 92886

APN: 157102001 ASMT: 157102001
EMILEY VANDESANDE
RICHARD RUVALCAVA
11070 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157102002 ASMT: 157102002
MARY A MASSIE
11078 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157102027 ASMT: 157102027
PATRICK J BAASKE
JEANETTE L BAASKE
11020 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157102028 ASMT: 157102028
FRANCISCO ROJAS
11034 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157102029 ASMT: 157102029
MARTINEZ CECILIA T ESTATE OF
11038 HOLMES AVE
MIRA LOMA CA. 91752

APN: 157102030 ASMT: 157102030
ANGEL GARCIA
6420 LORENA AVE
MIRA LOMA CA. 91752

APN: 157102036 ASMT: 157102036
JEAN JOSLIN
VICKIE BRUMMET RAINWATER
RHONDA DALL
RUSSELL JOSLIN
11090 HOLMES AVE
MIRA LOMA CA 91752

APN: 157250002 ASMT: 157250002
WOODROW W HARPOLE
KENNETH S CALVERT
JOHN C THOMPSON
ROBERT C MISTER, ETAL.
63 GRAND AVE
CORONA CA 92881

APN: 157250006 ASMT: 157250006
MARTIN BURNS
SHIRLEY BURNS
C/O PREFERRED REAL ESTATE MGMT
2101 E 4TH ST STE 250B
SANTA ANA CA 92705

APN: 157250007 ASMT: 157250007
SANVIEW LTD PARTNERSHIP
SCOTT CASTLE ASSOC
C/O KIN PROP INC
185 NW SPANISH RIVER BLV
BOCA RATON FL 33431

APN: 157250009 ASMT: 157250009
DE ANZA NATL BANK
C/O TAX DEPT MC019
600 JAMES S MCDONNELL BLV
HAZELWOOD MO 63042

APN: 157250011 ASMT: 157250011
WENDY CHAI
ROBERT CHAI
MICHAEL CHAI
SOO JUNG CHAI, ETAL.
1369 S LYON ST
SANTA ANA CA 92705

APN: 160171046 ASMT: 160171046
MICHAEL A SMITH
45776 CLUBHOUSE DR
TEMECULA CA 92592

APN: 160171047 ASMT: 160171047
GLEN LEON WILSON
COLLEEN PATRICIA WILSON
6169 SUNNY CIR
MIRA LOMA CA. 91752

APN: 160171048 ASMT: 160171048
GARY KROESE
6174 MOON PL
MIRA LOMA CA. 91752

APN: 160171049 ASMT: 160171049
LARRY M ZURBORG
CAROL JEAN ZURBORG
6154 MOON PL
MIRA LOMA CA. 91752

APN: 160171060 ASMT: 160171060
BENJAMIN V ORTIZ
BETANIA B ORTIZ
6167 MOON PL
MIRA LOMA CA. 91752

APN: 160172016 ASMT: 160172016
DANIEL ANGULO
HERMELINDA ANGULO
11100 VENUS CT
MIRA LOMA CA. 91752

APN: 160172017 ASMT: 160172017
HUMBERTO CASTELLON
11120 VENUS CT
MIRA LOMA CA. 91752

APN: 160172019 ASMT: 160172019
GERARDO HERMOSILLO
1536 E HIGHLAND CT
ONTARIO CA 91764

APN: 160172020 ASMT: 160172020
JAMES M BOREN
MARTHA ANN BOREN
11141 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172021 ASMT: 160172021
NAYYELY GONZALEZ
11121 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172022 ASMT: 160172022
MARK E LINDLEY
MARILYN L LINDLEY
11103 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172023 ASMT: 160172023
DEUTSCHE BANK NATL TRUST CO
C/O HOMEQ SERVICING CORP
4837 WATT AVE
NORTH HIGHLANDS CA 95660

APN: 160172024 ASMT: 160172024
DLJ MORTGAGE CAPITAL INC
C/O SELECT PORTFOLIO SERVICING INC
3815 S WEST TEMPLE
SALT LAKE CITY UT 84115

APN: 160172025 ASMT: 160172025
ROBERT CORP
TRICIA CORP
11043 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172026 ASMT: 160172026
JAMES D MCCOY
PATRICIA A MCCOY
11021 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172027 ASMT: 160172027
JEFFREY GLEASON
BILLIE JOAN GLEASON
11018 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172028 ASMT: 160172028
JOAQUIN G SILVA
11036 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172029 ASMT: 160172029
JUTTA ARVIZU
11054 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172030 ASMT: 160172030
RALPH MEZA
DOLORES MEZA
11072 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172031 ASMT: 160172031
DENNIS HUGH DEMARTINO
SUZANNE ELAINE DEMARTINO
11090 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172032 ASMT: 160172032
ANTONIO CASILLAS
ROSA CASILLAS
11108 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172033 ASMT: 160172033
MARCO A MUNIZ
RUBEN MUNIZ
11126 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172034 ASMT: 160172034
BRIAN BRADSHAW
TRUDY L BRADSHAW
11144 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172035 ASMT: 160172035
MARCIA L LAFAR
11162 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172036 ASMT: 160172036
DUANE L HAMILTON
CAROLE E HAMILTON
11180 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172037 ASMT: 160172037
JOSE A NUNEZ
TAMMY NUNEZ
11198 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172038 ASMT: 160172038
MARTIN CORONA
11210 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172039 ASMT: 160172039
DANIEL T G BRAUNSCHWEIG
DAYLA D BRAUNSCHWEIG
11224 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172040 ASMT: 160172040
AMPARO BALLESTEROS
11238 SKY COUNTRY DR
MIRA LOMA CA. 91752

APN: 160172041 ASMT: 160172041
M LISA DREHER
2065 GEORGETOWN DR
CORONA CA 92881

APN: 160172042 ASMT: 160172042
ROBERT N RECTOR
11266 SKY COUNTRY DR
MIRA LOMA CA. 91752

STADIUM PROPERTIES LLC
Harpole Woodrow
3151 AIRWAY AVE
STE H-3
COSTA MESA CA 92686
-applicant-

KWC Engineers
1880 Compton Ave
Ste. 100
Corona, CA 92881
-engineer-

STADIUM PROPERTIES LLC
Harpole Woodrow
3151 AIRWAY AVE
STE H-3
COSTA MESA CA 92686
-applicant-

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1880 Compton Ave
Ste. 100
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3151 AIRWAY AVE
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-applicant-

KWC Engineers
1880 Compton Ave
Ste. 100
Corona, CA 92881
-engineer-

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Corona-Norco Unified School District
2820 Clark Ave.
Norco, CA 91760

East Sierra and Inland Deserts, Reg. 6
California State Dept. of Fish & Game
3602 Inland Empire Blvd., # C220
Ontario, CA 91764

Eastern Information Center
Dept. of Anthropology
1334 Watkins Hall, University of
California, Riverside
Riverside, CA 92521-0418

ATTN: Division Manager
Ecological Service,
U.S. Fish & Wildlife Service
6010 Hidden Valley Rd.
Carlsbad, CA 92011

Growth Managment,
U.S. Postal Service
390 W. 5th St.
San Bernardino, CA 92401-9998

Jurupa Area Recreation & Park District
4810 Pedley Rd.
Riverside, CA 92509

Jurupa Community Service District
11201 Harrell St
Mira Loma, CA 91752

Jurupa Mountains Cultural Center
7621 Granite Hill Dr.
Riverside, CA 92509-1202

Native American Heritage Commission
915 Capitol Mall, Rm 364
Sacramento, CA 95814-4801

Palm Springs Field Station
Bureau of Land Management,
U.S. Department of the Interior
690 W. Garnet Ave.
P.O. Box 581260
N. Palm Springs, CA 92258-1260

Pechanga Indian Reservation Council
P.O. Box 1477
Temecula, CA 93593

ATTN: Executive Officer
Reg. Water Quality Control Board #8
Santa Ana
3737 Main St., Suite 500
Riverside, CA 92501-3348

ATTN: Michael McCoy
Riverside Transit Agency
1825 3rd St.
P.O. Box 59968
Riverside, CA 92517-1968

Riverside Unified School District
3380 14th St.
P.O. Box 2800
Riverside, CA 92516

Soboba Band of Luiseno Indians
P.O. Box 487
San Jacinto, CA 92581

Southern California Edison
2244 Walnut Grove Ave., Rm 312
P.O. Box 600
Rosemead, CA 91770

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

George A. Johnson · Agency Director

Planning Department

Ron Goldman · Planning Director

TO: ☐ Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
☒ County of Riverside County Clerk

FROM: Riverside County Planning Department
☒ 4080 Lemon Street, 9th Floor
P. O. Box 1409
Riverside, CA 92502-1409

☐ 38686 El Cerrito Road
Palm Desert, California 92211

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the California Public Resources Code.

EA 41419, General Plan Amendment No. 882, Change of Zone No. 7533, and Conditional Use Permit No. 3555,
Project Title/Case Numbers

Russell Brady
County Contact Person

(951) 955-1888
Phone Number

N/A
State Clearinghouse Number (if submitted to the State Clearinghouse)

Stadium Properties LLC
Project Applicant

3151 Airway Ave. Ste. H-3, Costa Mesa, CA 92686
Address

Northerly of 63rd Street, and southerly of Limonite Avenue.
Project Location

The General Plan Amendment proposes to change the project site's current General Plan Land Use Designation from Rural Community: Low Density Residential (RC:LDR) (1/2 Acre Minimum) to Community Development: Commercial Retail (CD:CR) (0.20 – 0.35 Floor Area Ratio) per the Commercial Retail Overlay Area. The Change of Zone proposes to change the project site's current zoning classification from Residential Agricultural (R-A) to General Commercial (C-1/C-P) for consistency purposes. Project proposes to construct a self storage facility consisting of two (2) two story buildings and four (4) single story buildings including office and caretakres residence. The project includes a total building area of 141,458 sq. ft. 4 parking stalls including 1 ADA for persons with disabilities, and 32, 307 sq. ft. of landscaping of16,422 sq.ft.
Project Description

This is to advise that the Riverside County_____, as the lead agency, has approved the above-referenced project on_____, and has made the following determinations regarding that project:

1. The project WILL NOT have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for the project pursuant to the provisions of the California Environmental Quality Act. ($1,876.75 plus $64.00)
3. Mitigation measures WERE made a condition of the approval of the project.
4 A Mitigation Monitoring and Reporting Plan/Program WAS adopted.
5. A statement of Overriding Considerations WAS NOT adopted for the project.

This is to certify that the Mitigated Negative Declaration, with comments, responses, and record of project approval is available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 9th Floor, Riverside, CA 92501.

_____ _____ _____
Signature *Title* *Date*

Date Received for Filing and Posting at OPR: _____

Y:\Planning Case Files-Riverside office\CUP03555\NOD Form cup3555.doc Revised 01/15/08

Please charge deposit fee case#: ZEA41419 ZCFG4782 .

FOR COUNTY CLERK'S USE ONLY

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

George A. Johnson · Agency Director

Planning Department

Ron Goldman · Planning Director

MITIGATED NEGATIVE DECLARATION

Project/Case Number: EA41419, General Plan Amendment No. 882, Change of Zone No. 7533, Conditional Use Permit No. 3555,

Based on the Initial Study, it has been determined that the proposed project, subject to the proposed mitigation measures, will not have a significant effect upon the environment.

PROJECT DESCRIPTION, LOCATION, AND MITIGATION MEASURES REQUIRED TO AVOID POTENTIALLY SIGNIFICANT EFFECTS. (see Environmental Assessment and Conditions of Approval)

COMPLETED/REVIEWED BY:

By: Russell Brady Title: Project Planner Date: August 27, 2008

Applicant/Project Sponsor: Stadium Properties, LLC Date Submitted: June 11, 2007

ADOPTED BY: Planning Commission

Person Verifying Adoption: _____ Date: _____

The Mitigated Negative Declaration may be examined, along with documents referenced in the initial study, if any, at:

Riverside County Planning Department 4080 Lemon Street, 9th Floor, Riverside, CA 92501

For additional information, please contact Russell Brady at (951) 955-1888.

Revised: 10/16/07
Y:\Planning Case Files-Riverside office\CUP03555\Mitigated Negative Declaration cup03555.doc

Please charge deposit fee case#: ZEA41419 ZCFG4782

FOR COUNTY CLERK'S USE ONLY

COUNTY OF RIVERSIDE S* REPRINTED * R0809296
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

4080 Lemon Street	39493 Los Alamos Road	38686 El Cerrito Rd
Second Floor	Suite A	Indio, CA 92211
Riverside, CA 92502	Murrieta, CA 92563	(760) 863-8271
(951) 955-3200	(951) 694-5242	

****
****

Received from: STADIUM PROPERTIES $1,876.75
paid by: CK 1068
CALIFORNIA FISH AND GAME FOR EA41419
paid towards: CFG04782 CALIF FISH & GAME: DOC FEE
at parcel:
appl type: CFG3

By_____ Sep 03, 2008 10:09
DOKEITH posting date Sep 03, 2008

****
****

Account Code	Description	Amount
658353120100208100	CF&G TRUST	$1,876.75

Overpayments of less than $5.00 will not be refunded!

COPY 2-TLMA ADMIN * REPRINTED *

COUNTY OF RIVERSIDE * REPRINTED * R0709440
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

4080 Lemon Street	39493 Los Alamos Road	38686 El Cerrito Road
Second Floor	Suite A	Palm Desert, CA 92211
Riverside, CA 92502	Murrieta, CA 92563	(760) 863-8277
(951) 955-3200	(951) 600-6100	

****
****

Received from: STADIUM PROPERTIES $64.00
paid by: CK 1023/1028
paid towards: CFG04782 CALIF FISH & GAME: DOC FEE
CALIFORNIA FISH AND GAME FOR EA41419
at parcel #:
appl type: CFG3

By_____ Jun 11, 2007 17:00
VDOMINGU posting date Jun 11, 2007

****
****

Account Code	Description	Amount
658353120100208100	CF&G TRUST: RECORD FEES	$64.00

Overpayments of less than $5.00 will not be refunded!

Additional info at www.rctlma.org

COPY 1-CUSTOMER * REPRINTED *

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 918B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
February 10, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 1048, CHANGE OF ZONE NO. 7640, TENTATIVE PARCEL MAP NO. 35829 – (Mitigated Negative Declaration) – *Applicant:* Ed Slabaugh – Engineer / Representative: CG Consulting - Third Supervisorial District – Rancho California Area – Southwest Area Plan: Rural: Rural Mountainous (R:RM) (10 Acre Minimum) – Location: Northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road – 10.20 Gross Acres – Zoning: Light Agriculture (10 Acre Minimum) (A-1-10) - **REQUEST:** The General Plan Amendment proposes to amend the site's General Plan land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum). The Change of Zone proposes to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Residential Agriculture – 5 Acre Minimum (R-A--5). The Tentative Parcel Map is a Schedule H subdivision of 10.20 gross acres into two (2) residential parcels with a minimum parcel size of five (5) acres.

RECOMMENDED MOTION:

The Planning Department recommended Approval; and,
THE PLANNING COMMISSION:

ADOPTED a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41890**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment;

APPROVAL of GENERAL PLAN AMENDMENT NO. 1048 amending the land use designation in the General Plan from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum) subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report;

Ron Goldman
Planning Director

RG:db

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 3/23/09 Tina Grande Departmental Concurrence

☒ Policy ☒ Policy
☐ Consent ☐ Consent
Dep't Recomm.: Per Exec. Ofc.:

2009 FEB 10 AM 10:52

Prev. Agn. Ref. | **District:** Third | **Agenda Number:** 16.3

APPROVAL of **CHANGE OF ZONE NO. 7640** proposing to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Residential Agriculture – 5 Acre Minimum (R-A-5);

APPROVAL of **TENTATIVE PARCEL MAP NO. 35829** subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

PLANNING COMMISSION
MINUTE ORDER FEBRUARY 4, 2009
RIVERSIDE COUNTY ADMINISTRATIVE CENTER

I. **AGENDA ITEM 5.7: GENERAL PLAN AMENDMENT NO. 1048 / CHANGE OF ZONE NO. 7640 / TENTATIVE PARCEL MAP NO. 35829** – Intent to Adopt a Mitigated Negative Declaration – Applicant: ED Slabaugh – Engineer/Representative: CG Consulting - Third Supervisorial District – Rancho California Zoning Area - Southwest Area Plan: Rural: Rural Mountainous (R: RM) (10 Acre Minimum) – Location: Northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road – 10.20 Gross Acres - Zoning: Light Agriculture -10 Acre Minimum (A-1-10) - APN: 924-040-007. (Legislative)

II. **PROJECT DESCRIPTION**

The General Plan Amendment proposes to amend the existing land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum). The change of zone proposes to change the zoning classification from Light Agriculture - 10 Acre Minimum (A-1-10) to Residential Agriculture - 5 Acre Minimum (R-A-5). The parcel map proposes a Schedule H subdivision of 10.20 acres into two (2) residential lots with a minimum lot size of five (5) acres.

III. **MEETING SUMMARY**

The following staff presented the subject proposal:
Project Planner, Alisa Krizek, at 951-955-9075 or e-mail akrizek@rctlma.org.

The following spoke in favor of the subject proposal:
John Johnson, Applicant's Representative

No one spoke in a neutral position or in opposition of the subject proposal.

IV. **CONTROVERSIAL ISSUES**

NONE

V. **PLANNING COMMISSION ACTION**

The Planning Commission, by a vote of 5-0, recommended to the Board of Supervisors;

ADOPTION of a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41890**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment;

TENTATIVE APPROVAL of GENERAL PLAN AMENDMENT NO. 1048 amending the land use designation in the General Plan from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum) subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report;

TENTATIVE APPROVAL of Change of Zone No. 7640 proposes to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Residential Agricultural – 5 Acre Minimum (R-A-5);

APPROVAL of **TENTATIVE PARCEL MAP NO. 35829** subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

ADOPTION of a **RESOLUTION** recommending adoption of the General Plan Amendment No. 1048 to the Board of Supervisors.

PLANNING COMMISSION
MINUTE ORDER FEBRUARY 4, 2009
RIVERSIDE COUNTY ADMINISTRATIVE CENTER

VI. CD

The entire discussion of this agenda item can be found on CD. For a copy of the CD, please contact Chantell Griffin, Planning Commission Secretary, at (951) 955-3251 or E-mail at cgriffin@rctlma.org.

Agenda Item No.: 5.7
Area Plan: Southwest
Zoning Area: Rancho California
Supervisorial District: Third
Project Planner: Alisa Krizek
Planning Commission: February 4, 2009

General Plan Amendment No. 1048
Change of Zone No. 7640
Tentative Parcel Map No. 35829
E.A. Number: 41890
Applicant: Ed Slabaugh
Engineer/Rep.: CG Consulting

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
ADDENDUM STAFF REPORT

At the February 4, 2009 Planning Commission, the commission recommended the zone be changed to Residential Agricultural – 5 Acre Minimum. As a result the following items have been changed:

PROJECT DESCRIPTION AND LOCATION:

Change of Zone No. 7640 proposes to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Residential Agricultural – 5 Acre Minimum (R-A-5).

SUMMARY OF FINDINGS:

2.	Existing Zoning (Ex. #2):	Light Agriculture -10 Acre Minimum (A-1-10)
	Proposed Zoning (Ex. #2):	Residential Agricultural -5 Acre Minimum (R-A-5)

RECOMMENDATIONS:

TENTATIVE APPROVAL of **CHANGE OF ZONE NO. 7640** proposing to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Residential Agricultural – 5 Acre Minimum (R-A-5);

CONCLUSIONS:

1. The proposed project is consistent with the proposed Residential Agricultural - 5 Acre Minimum (R-A-5) zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.

FINDINGS: The following findings are in addition to those incorporated in the summary of findings, and in the attached Environmental Assessment, which is incorporated herein by reference.

1. The zoning for the project site is Light Agriculture - 10 Acre Minimum (A-1-10). The proposed zoning for the project site is Residential Agricultural – 5 Acre Minimum (R-A-5).

2. The proposed map, creating two (2) residential parcels with a minimum parcel size of five (5) acres, is consistent with the development standards set forth in the proposed Residential Agricultural - 5 Acre Minimum (R-A-5) zone.

Agenda Item No.: 5.7
Area Plan: Southwest
Zoning Area: Rancho California
Supervisorial District: Third
Project Planner: Alisa Krizek
Planning Commission: February 4, 2009

General Plan Amendment No. 1048
Change of Zone No. 7640
Tentative Parcel Map No. 35829
E.A. Number: 41890
Applicant: Ed Slabaugh
Engineer/Rep.: CG Consulting

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

General Plan Amendment No. 1048 proposes to amend the site's General Plan land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum).

Change of Zone No. 7640 proposes to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Light Agriculture – 5 Acre Minimum (A-1-5).

Tentative Parcel Map No. 35829 proposes a Schedule H subdivision of 10.20 gross acres into two (2) residential parcels with a minimum parcel size of five (5) acres.

The project site is located northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road.

BACKGROUND:

August 6, 2008

The General Plan Amendment was heard at the August 6, 2008 Planning Commission for initiation of the General Plan Amendment. The Planning Commission found the General Plan Amendment could be supported and therefore recommended to the Board of Supervisor to initiate proceedings for the General Plan Amendment.

September 16, 2008

The Board of Supervisors concurred with the Planning Commission to initiate the General Plan Amendment.

SUMMARY OF FINDINGS:

1.	General Plan Land Use (Ex. #5):	Rural: Rural Mountainous (R: RM) (10 Acre Minimum)
	Proposed General Plan Land Use (Ex. #5):	Rural: Rural Residential (R: RR) (5 Acre Minimum)
2.	Existing Zoning (Ex. #2):	Light Agriculture -10 Acre Minimum (A-1-10)
	Proposed Zoning (Ex. #2):	Light Agriculture -5 Acre Minimum (A-1-5)
4.	Surrounding Zoning (Ex. #2):	Light Agriculture -10 Acre Minimum (A-1-10) to the north, south, and west and Residential Agricultural –

	5 Acre Minimum (R-A-5) to the east.
5. Existing Land Use (Ex. #1):	One (1) Single-Family Residence
6. Surrounding Land Use (Ex. #1):	Single-Family Residences on large lots of five (5) acres or more to the north, south, east, and west.
7. Project Data:	Total Acreage: 10.20 Gross Acres Total Proposed Lots: 2 Proposed Min. Lot Size: 5 Acres Schedule: H
8. Environmental Concerns:	See attached Environmental Assessment

RECOMMENDATIONS:

ADOPTION of a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 41890**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment;

TENTATIVE APPROVAL of GENERAL PLAN AMENDMENT NO. 1048 amending the land use designation in the General Plan from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum) subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report;

TENTATIVE APPROVAL of **CHANGE OF ZONE NO. 7640** proposing to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Light Agriculture – 5 Acre Minimum (A-1-5);

APPROVAL of **TENTATIVE PARCEL MAP NO. 35829** subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

ADOPTION of a **RESOLUTION** recommending adoption of the General Plan Amendment No. 1048 to the Board of Supervisors.

CONCLUSIONS:

1. The proposed project is in conformance with the proposed Rural: Rural Residential (R: RR) (5 Acre Minimum) Land Use Designation, and with all other elements of the Riverside County General Plan.

2. The proposed project is consistent with the proposed Light Agriculture - 5 Acre Minimum (A-1-5) zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.

3. The proposed project is consistent with the Schedule H map requirements of Ordinance No. 460, and with all other applicable provisions of Ordinance No. 460.

4. The public's health, safety, and general welfare are protected through project design.

5. The proposed project is compatible with the present and future logical development of the area.

6. The proposed project will not have a significant effect on the environment.

7. The proposed project will not preclude reserve design for the Multi-Species Habitat Conservation Plan (MSHCP).

FINDINGS: The following findings are in addition to those incorporated in the summary of findings, and in the attached Environmental Assessment, which is incorporated herein by reference.

1. The project site is designated Rural: Rural Mountainous (R: RM) (10 Acre Minimum) on the Southwest Area Plan.

2. The project proposes to change the land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum).

3. The project site is surrounded by properties which are designated Rural Mountainous (RM) (10 Acre Minimum) to the north, south, and west and Rural Residential (RR) (5 Acre Minimum) and Rural Mountainous (RM) (10 Acre Minimum) to the east.

4. The zoning for the project site is Light Agriculture - 10 Acre Minimum (A-1-10).
The proposed zoning for the project site is Light Agriculture – 5 Acre Minimum (A-1-5).

5. The proposed map, creating two (2) residential parcels with a minimum parcel size of five (5) acres, is consistent with the development standards set forth in the proposed Light Agriculture - 5 Acre Minimum (A-1-5) zone.

6. The project site is surrounded by properties which are zoned Light Agriculture -10 Acre Minimum (A-1-10) to the north, south, and west and Residential Agricultural – 5 Acre Minimum (R-A-5) to the east.

7. This project is not located within a Criteria Area of the Multi-Species Habitat Conservation Plan.

8. The following environmental impacts have been found to be less than significant with mitigation incorporated through those measures identified in Environmental Assessment No. 41890

   a. Agriculture Resources
   b. Cultural Resources

INFORMATIONAL ITEMS:

1. As of this writing, no letters, in support or opposition have been received.

2. The project site is not located within:
   a. A city sphere of influence;
   b. A 100-year flood plain, or dam inundation area;
   c. The Valley-Wide Recreation and Parks District;
   d. A MSHCP Core Reserve Area.

3. The project site is located within:
   a. The boundaries of the Temecula Valley Unified School District;
   b. County Service Area No. 152;
   c. Santa Margarita Watershed;
   d. Murrieta Creek / Santa Gertrudis Valley Area Drainage Plan; and
   e. The Stephens Kangaroo Rat Fee Area.

4. The subject site is currently designated as Assessor's Parcel Number 924-040-007.

Planning Commission **County of Riverside**

RESOLUTION
RECOMMENDING ADOPTION OF
GENERAL PLAN AMENDMENT NO. 01048

WHEREAS, pursuant to the provisions of Government Code Section(s) 65350/65450 et. seq., a public hearing was held before the Riverside County Planning Commission in Riverside, California on January 7, 2009, to consider the above-referenced matter; and,

WHEREAS, all the procedures of the California Environmental Quality Act and the Riverside County Rules to Implement the Act have been met and the environmental document prepared or relied on is sufficiently detailed so that all the potentially significant effects of the project on the environment and measures necessary to avoid or substantially lessen such effects have been evaluated in accordance with the above-referenced Act and Rules; and,

WHEREAS, the matter was discussed fully with testimony and documentation presented by the public and affected government agencies; now, therefore,

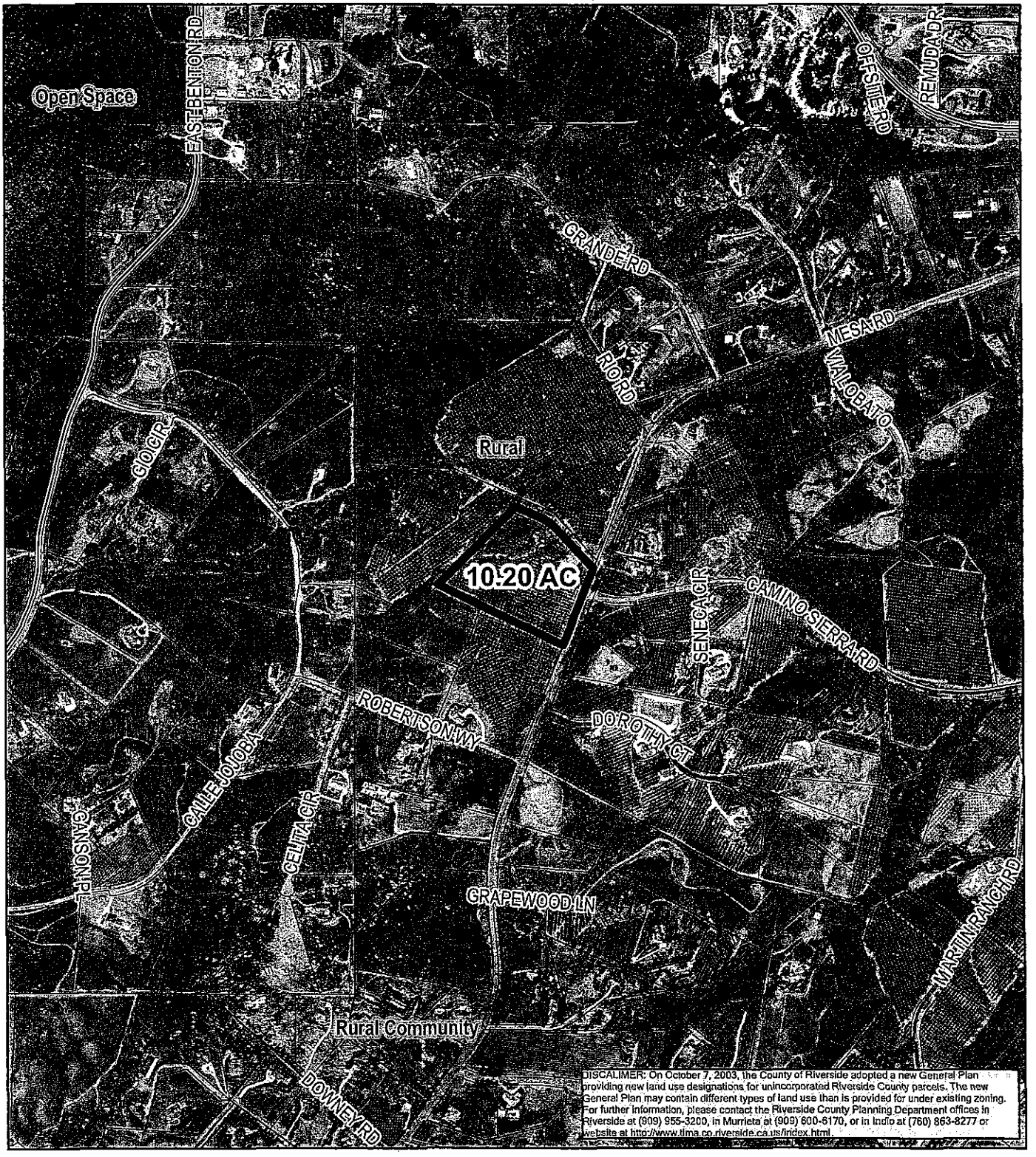
BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Planning Commission of the County of Riverside, in regular session assembled on January 7, 2009, that it has reviewed and considered the environmental document prepared or relied on and recommends the following based on the staff report and the findings and conclusions stated therein:

ADOPTION/CERTIFICATION of the environmental document, and **ADOPTION** of General Plan Amendment No. 1048.

Supervisor Stone
District 3
Date Drawn: 5/8/08

CZ07640 PM35829 GPA01048
DEVELOPMENT OPPORTUNITY

Planner: Alisa Krizek
Date: 5/28/08
Exhibit Overview



RIVERSIDE COUNTY PLANNING DEPARTMENT

Area Plan: Rancho California
Township/Range: T7SR1W
Section: 17

Assessors Bk. Pg. 924-04
Thomas Bros. Pg. 930 G3

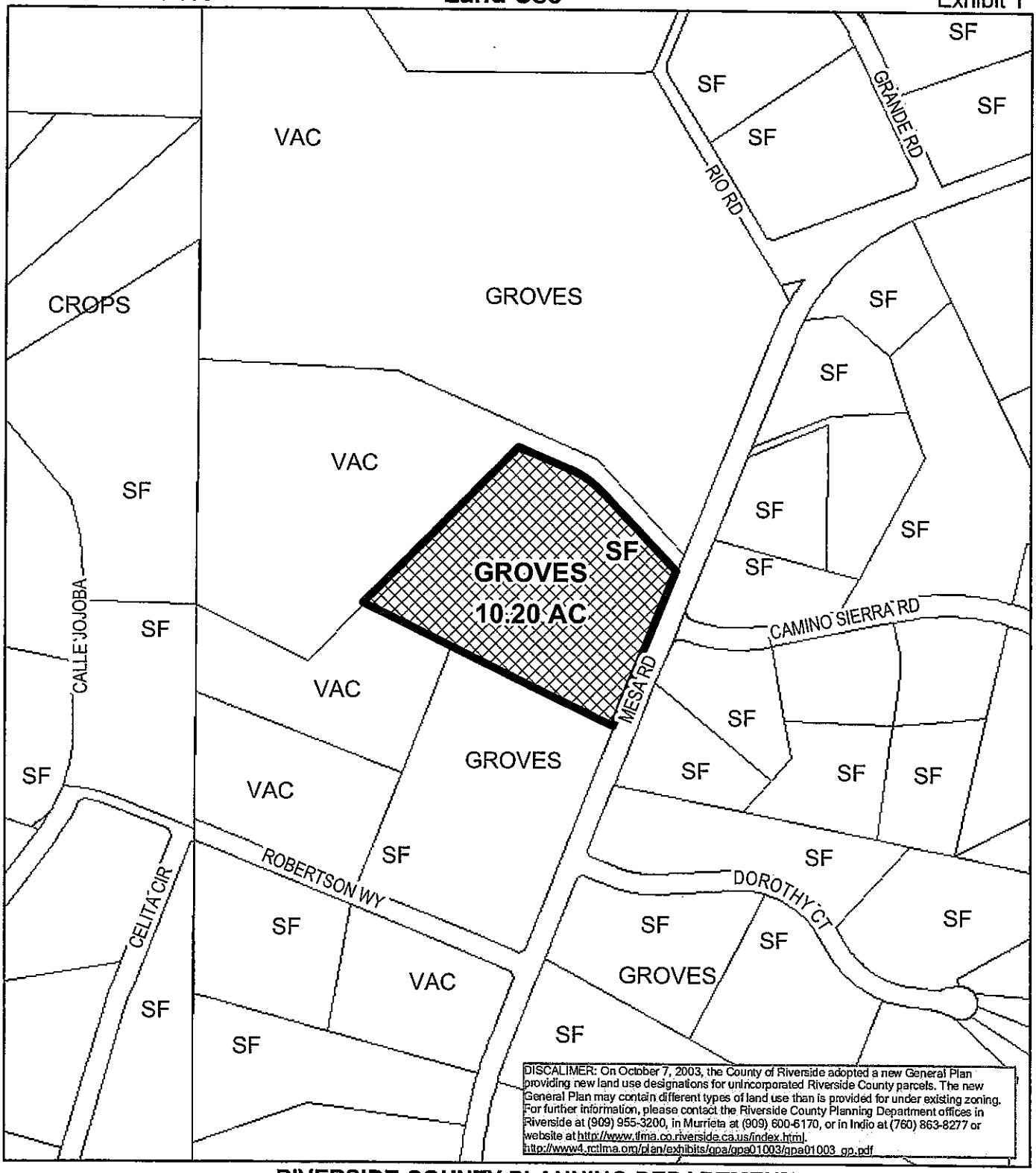
0 625 1,250 2,500 3,750
Feet

Supervisor Stone
District 3
Date Drawn: 5/8/08

CZ07640 PM35829 GPA01048

Land Use

Planner: Alisa Krizek
Date: 5/28/08
Exhibit 1



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
Area: Rancho California
Township/Range: T7SR1W
Section: 17

N
W E
S

Assessors
Bk. Pg. 924-04
Thomas
Bros. Pg. 930 G3

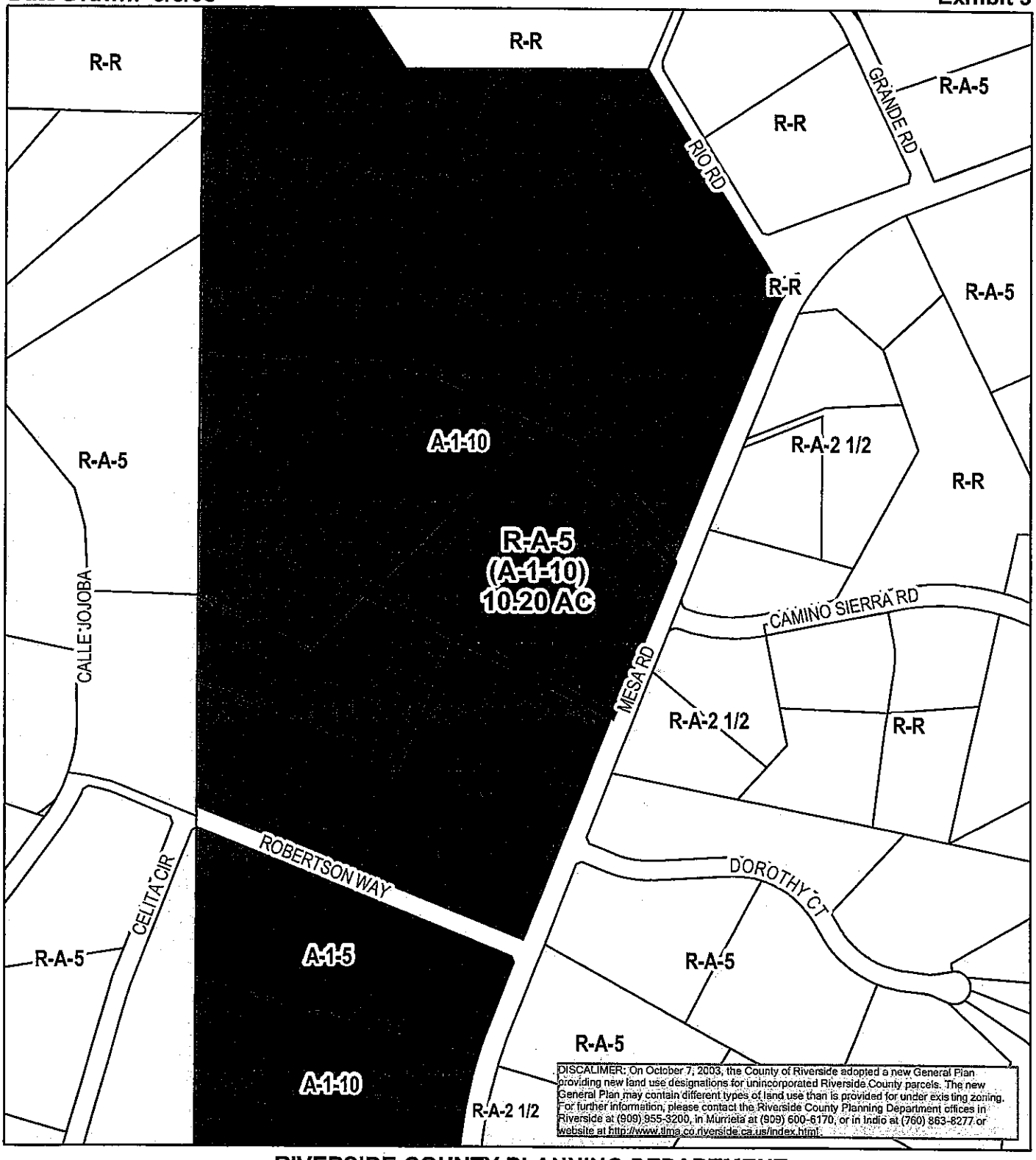
0 300 600 1,200 1,800
Feet

Supervisor Stone
District 3
Date Drawn: 5/8/08

CZ07640 PM35829 GPA01048

PROPOSED ZONING

Planner: Alisa Krizek
Date: 5/28/08
Exhibit 3



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
Area: Rancho California
Township/Range: T7SR1W
Section : 17

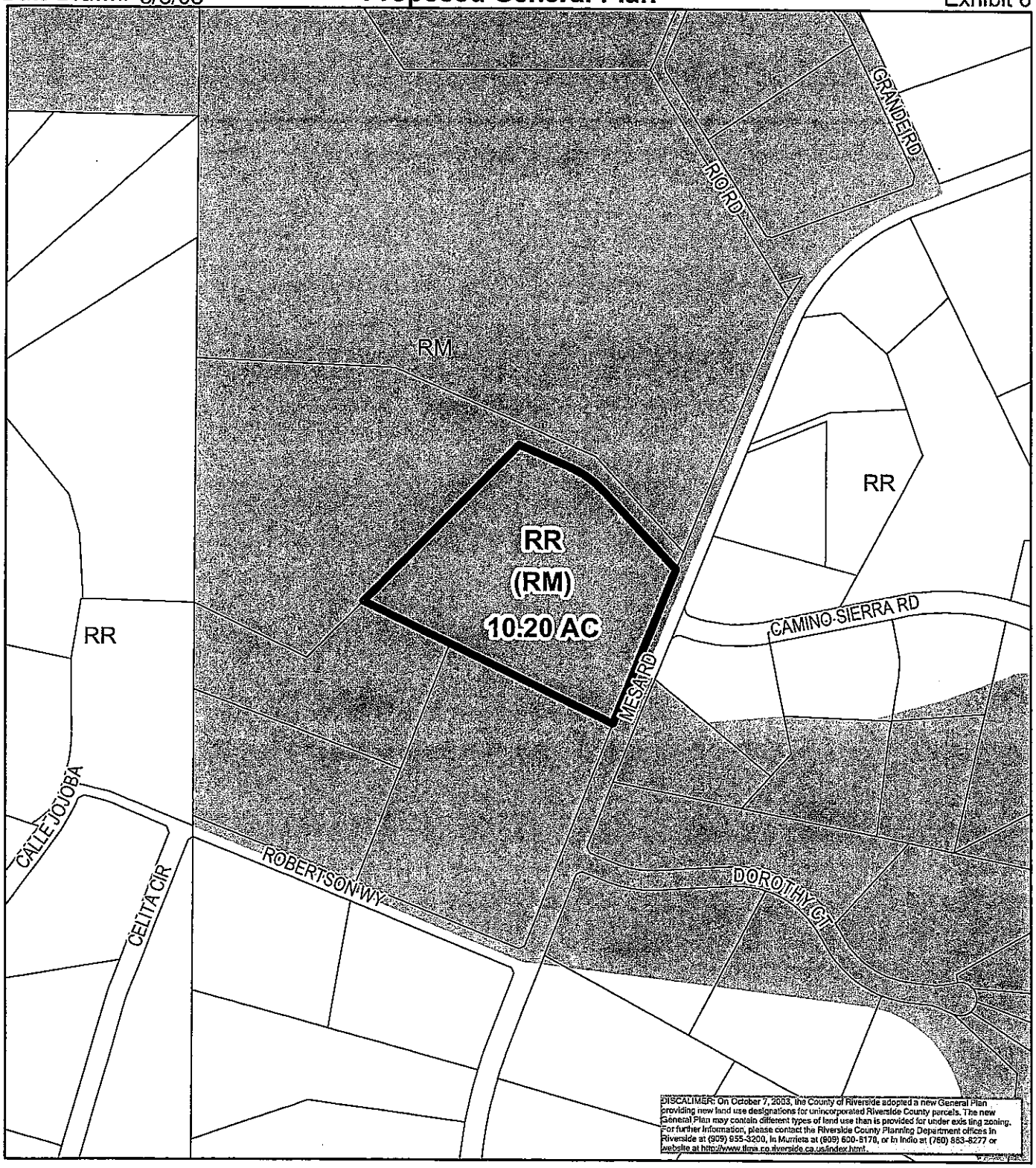
Assessors
Bk. Pg. 924-04
Thomas
Bros. Pg. 930 G3

Supervisor Stone
District 3
Date Drawn: 5/8/08

CZ07640 PM35829 GPA01048

Proposed General Plan

Planner: Alisa Krizek
Date: 5/28/08
Exhibit 6



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone
Area: Rancho California
Township/Range: T7SR1W
Section : 17

Assessors
Bk.Pg. 924-04
Thomas
Bros. Pg. 930 G3

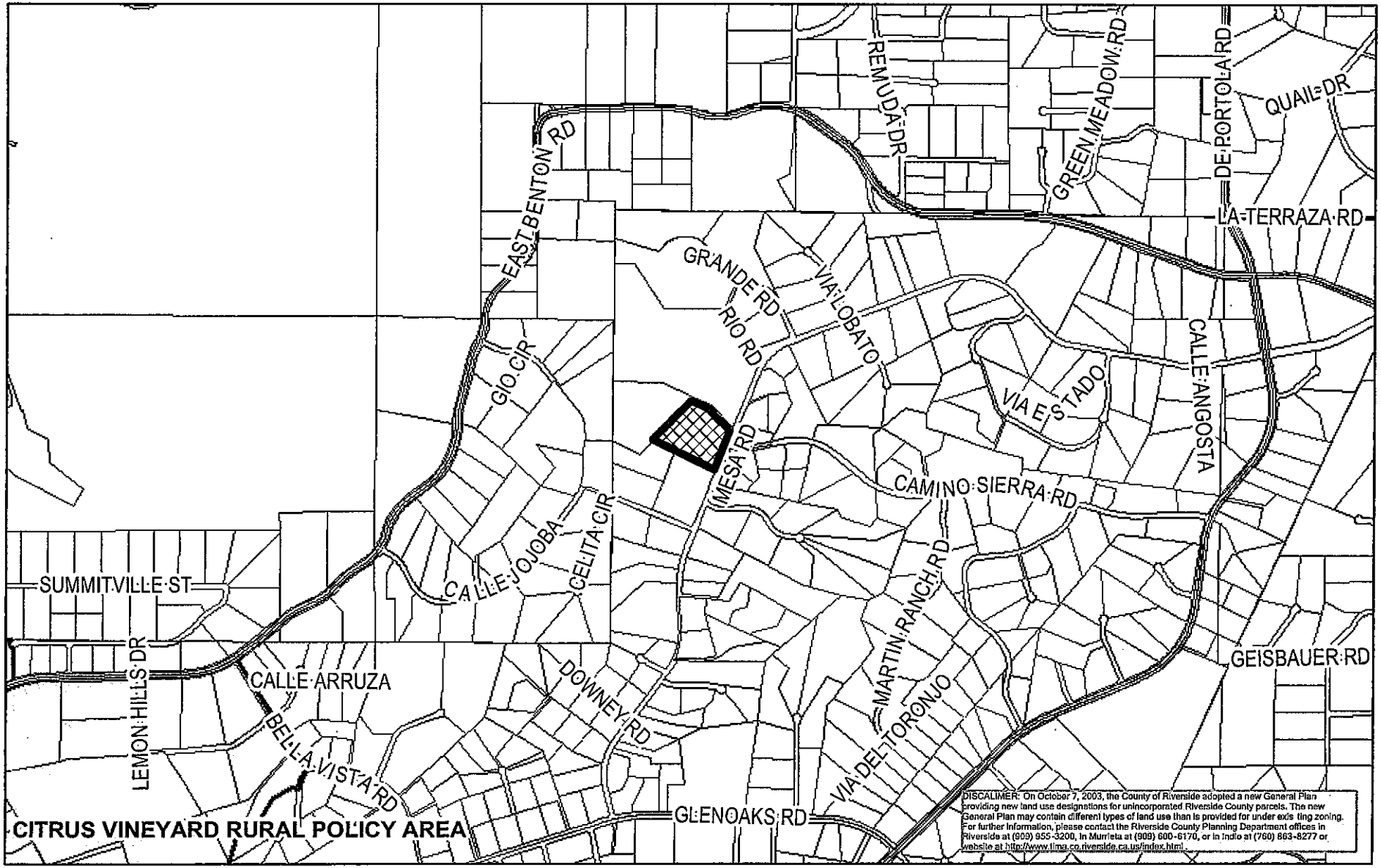
0 335 670 1,340 2,010
Feet

Supervisor Stone
District 3
Date Drawn: 5/8/08

CZ07640 PM35829 GPA01048

POLICY AREAS

Planner: Alisa Krizek
Date: 5/28/08
Exhibit 8



RIVERSIDE COUNTY PLANNING DEPARTMENT

Zone Area: Rancho California
Township/Range: T7SR1W
Section : 17

Assessors Bk. Pg. 924-04
Thomas Bros. Pg. 930 G3

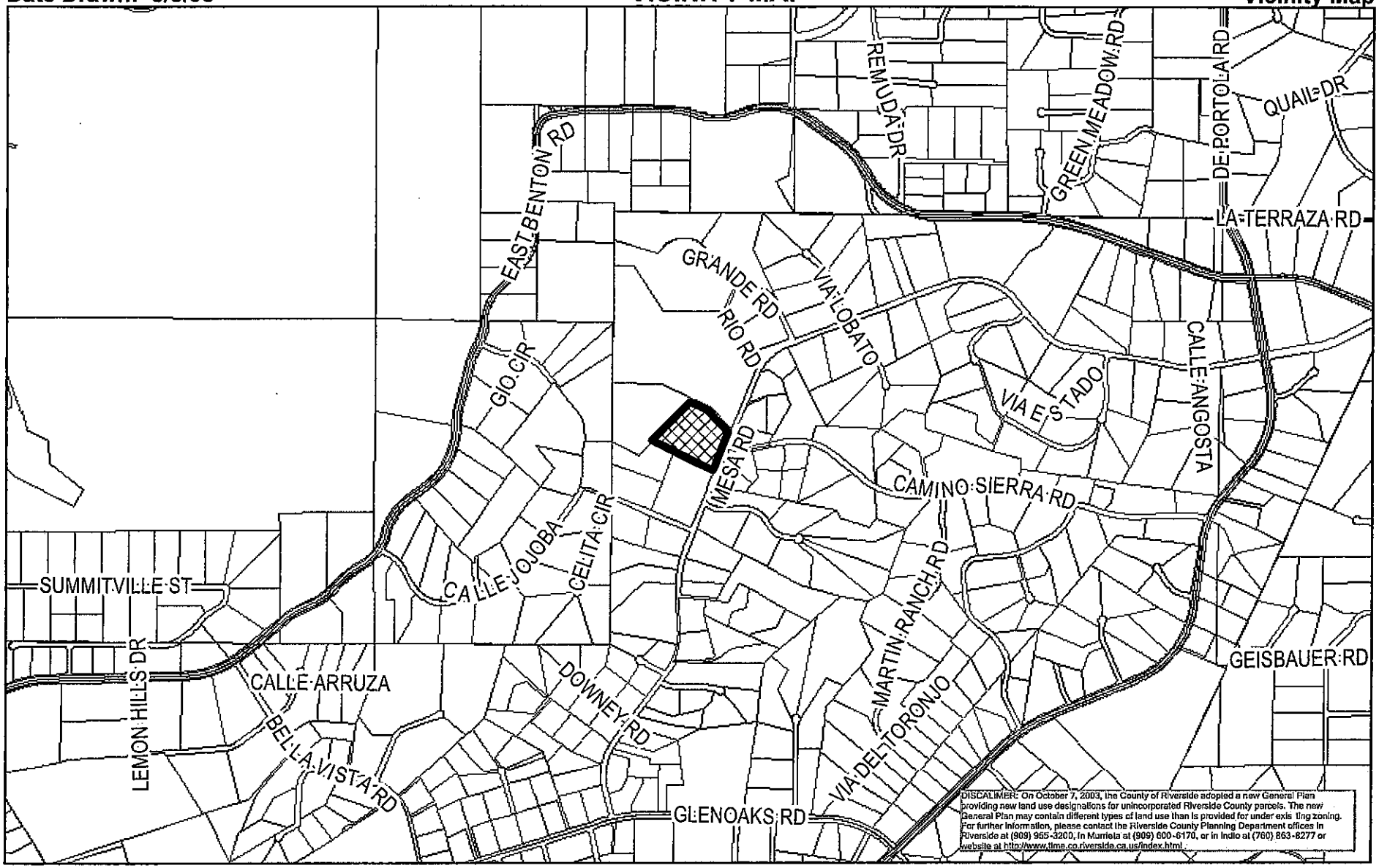
0 2,000 4,000 8,000 12,000 Feet

Supervisor Stone
District 3
Date Drawn: 5/8/08

CZ07640 PM35829 GPA01048

VICINITY MAP

Planner: Alisa Krizek
Date: 5/28/08
Vicinity Map



DISCALIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under exis ting zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (909) 955-3200, in Murrieta at (909) 600-6170, or in Indio at (760) 863-8277 or website at http://www.tlma.co.riverside.ca.us/index.html .

Zone
Area: Rancho California
Township/Range: T7SR1W
Section : 17

RIVERSIDE COUNTY PLANNING DEPARTMENT

Assessors
Bk. Pg. 924-04

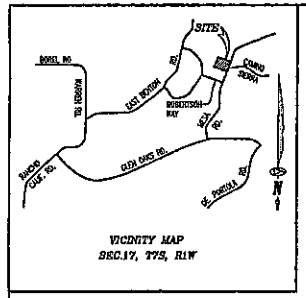
Thomas
Bros. Pg. 930 G3

0 2,000 4,000 8,000 12,000 Feet

TENTATIVE PARCEL MAP 35829

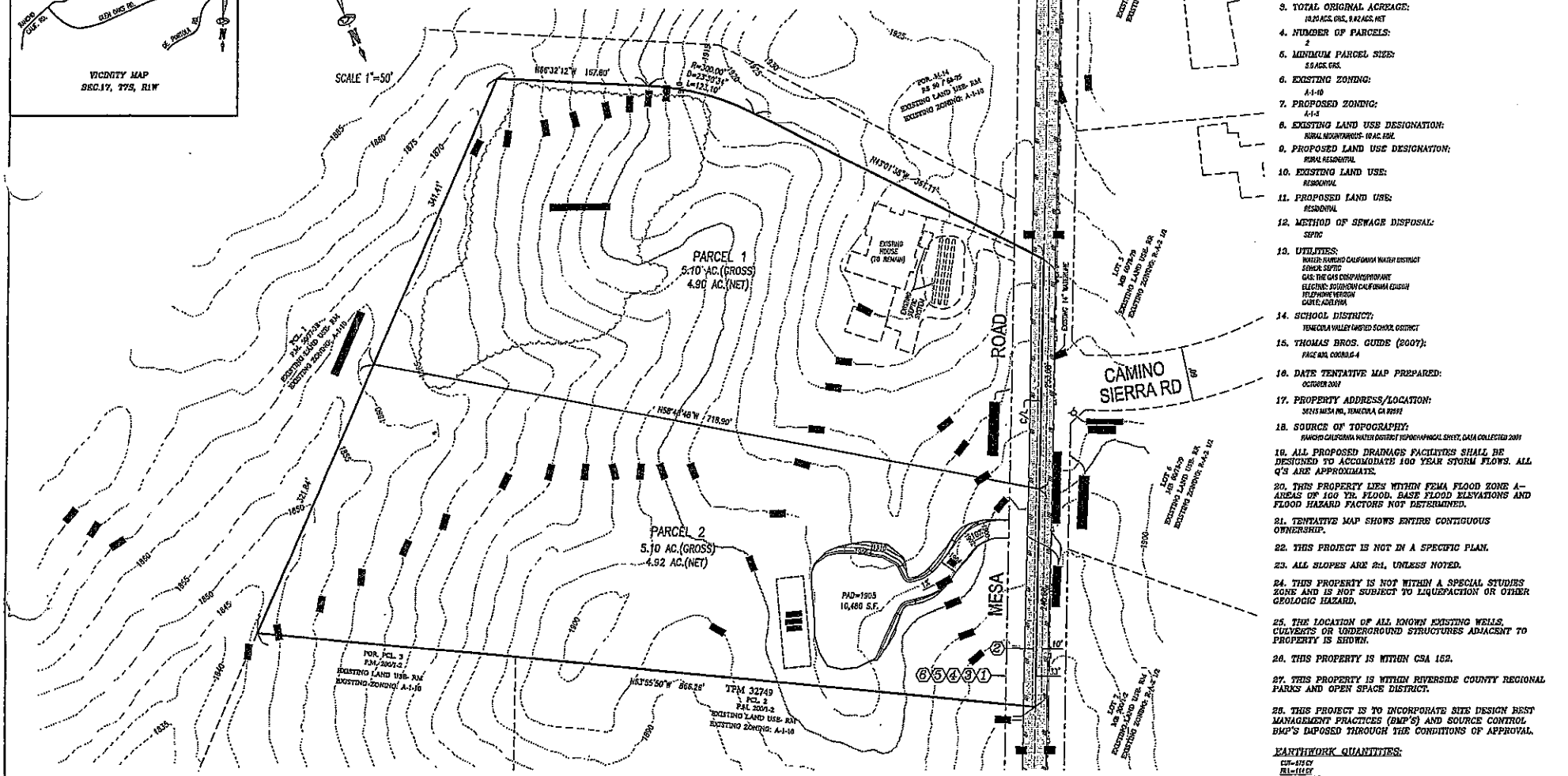
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS IS A SCHEDULE "H" MAP



VICINITY MAP
SEC.17, T7S, R1W

SCALE 1"=50'



1. *LEGAL DESCRIPTION:*
PARCEL 2 OF PARCEL MAP 29005, AS SHOWN BY MAP ON FILE IN BOOK 200 OF PARCEL MAPS, PAGES 1-2, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. SECTION 17, TOWNSHIP 7 SOUTH, RANGE 1 WEST.

2. *ASSESSORS'S PARCEL NUMBER:*
924-040-007

3. *TOTAL ORIGINAL ACREAGE:*
10.20 ACS. GRS., 9.82 ACS. NET

4. *NUMBER OF PARCELS:*
2

5. *MINIMUM PARCEL SIZE:*
5.0 ACS. GRS.

6. *EXISTING ZONING:*
A-1-10

7. *PROPOSED ZONING:*
A-1-5

8. *EXISTING LAND USE DESIGNATION:*
RURAL MOUNTAINOUS- 10 AC. MIN.

9. *PROPOSED LAND USE DESIGNATION:*
RURAL RESIDENTIAL

10. *EXISTING LAND USE:*
RESIDENTIAL

11. *PROPOSED LAND USE:*
RESIDENTIAL

12. *METHOD OF SEWAGE DISPOSAL:*
SEPTIC

13. *UTILITIES:*
WATER: RANCHO CALIFORNIA WATER DISTRICT
SEWER: SEPTIC
GAS: THE GAS COMPANY/PROPANE
ELECTRIC: SOUTHERN CALIFORNIA EDISON
TELEPHONE VERIZON
CABLE: ADELPHIA

14. *SCHOOL DISTRICT:*
TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

15. *THOMAS BROS. GUIDE (2007):*
PAGE 909, COORD.G-4

16. *DATE TENTATIVE MAP PREPARED:*
OCTOBER 2007

17. *PROPERTY ADDRESS/LOCATION:*
38245 MESA RD, TEMECULA, CA 92592

18. *SOURCE OF TOPOGRAPHY:*
RANCHO CALIFORNIA WATER DISTRICT TOPOGRAPHICAL SHEET, DATA COLLECTED 2001

19. ALL PROPOSED DRAINAGE FACILITIES SHALL BE DESIGNED TO ACCOMODATE 100 YEAR STORM FLOWS. ALL Q'S ARE APPROXIMATE.

20. THIS PROPERTY LIES WITHIN FEMA FLOOD ZONE A— AREAS OF 100 YR. FLOOD. BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

21. TENTATIVE MAP SHOWS ENTIRE CONTIGUOUS OWNERSHIP.

22. THIS PROJECT IS NOT IN A SPECIFIC PLAN.

23. ALL SLOPES ARE 2:1, UNLESS NOTED.

24. THIS PROPERTY IS NOT WITHIN A SPECIAL STUDIES ZONE AND IS NOT SUBJECT TO LIQUEFACTION OR OTHER GEOLOGIC HAZARD.

25. THE LOCATION OF ALL KNOWN EXISTING WELLS, CULVERTS OR UNDERGROUND STRUCTURES ADJACENT TO PROPERTY IS SHOWN.

26. THIS PROPERTY IS WITHIN CSA 152.

27. THIS PROPERTY IS WITHIN RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DISTRICT.

28. THIS PROJECT IS TO INCORPORATE SITE DESIGN BEST MANAGEMENT PRACTICES (BMP'S) AND SOURCE CONTROL BMP'S IMPOSED THROUGH THE CONDITIONS OF APPROVAL.

EARTHWORK QUANTITIES:
CUT=875 CY
FILL=111 CY
781 CY (EXPORT)

EASEMENT NOTES:

1. EASEMENT FOR PUBLIC ROADS, UTILITIES AND SLOPES PER INST. NO. 84429 REC. 8-26-81.
2. EASEMENT FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES PER INST. NO. 18150 REC. 2-28-66.
3. EASEMENT FOR PUBLIC ROADS, UTILITIES AND SLOPES PER INST. NO. 41336 REC. 12-30-72.
4. EASEMENTS FOR PUBLIC UTILITIES AND PEDESTRIAN AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 50, PAGES 68 THROUGH 75, INCLUSIVE.
5. EASEMENT FOR DEED AND DEDICATION PER INST. NO. 125614 REC. 12-26-68.
6. EASEMENT FOR PUBLIC ROADS, UTILITIES AND SLOPES PER INST. NO. 41336 REC. 12-30-72.
7. INDICATES A NON-EXCLUSIVE, PERPETUAL EASEMENT OF INGRESS, EGRESS, PARKING, UNDERGROUND UTILITIES, DRAINAGE AND ITS ANCILLARY PURPOSES, UPON, OVER AND ACROSS THE NORTHERLY ONE FOOT OF PCL. 4 OF P.M. 10013, PER INST. NO. 2001-331163 REC. 7-16-2001.

REQUIRED INFORMATION NOT SHOWN OR NOT APPLICABLE

33. NOT REQUIRED FOR SCHEDULE "H" MAPS
34. NOT APPLICABLE
41. NO OPEN CHANNELS
43. NO OPEN SPACE AREAS
55. NO STRUCTURES LABELED AS PROPOSED
67. NO PROPOSED STRUCTURES

THIS MAP IS BASED ON RECORD DATA AND SHOULD NOT BE RELIED UPON FOR ACCURATE SURVEY INFORMATION. ALL MEASUREMENTS SHALL BE FIELD VERIFIED BY PERSONS AUTHORIZED TO PERFORM SUCH WORK.

ANY DESIGN INFORMATION SHOWN ON THIS PLAN IS CONCEPTUAL IN NATURE AND SHALL NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES.

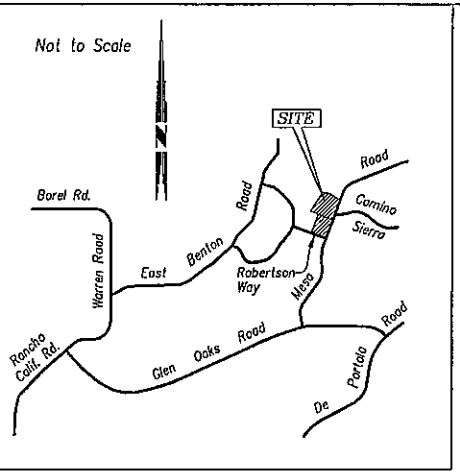
NO.	DATE	REVISION

OWNER/APPLICANT
EDWARD J. SLABAUGH
38245 MESA ROAD
Temecula, CA. 92592
Tel 951-302-3398

CG CONSULTING
10114 RANCHO RACHONITA RD., STE. 101
TEMECULA, CA. 92592
(951) 694-6445 (951) 506-2418 FAX

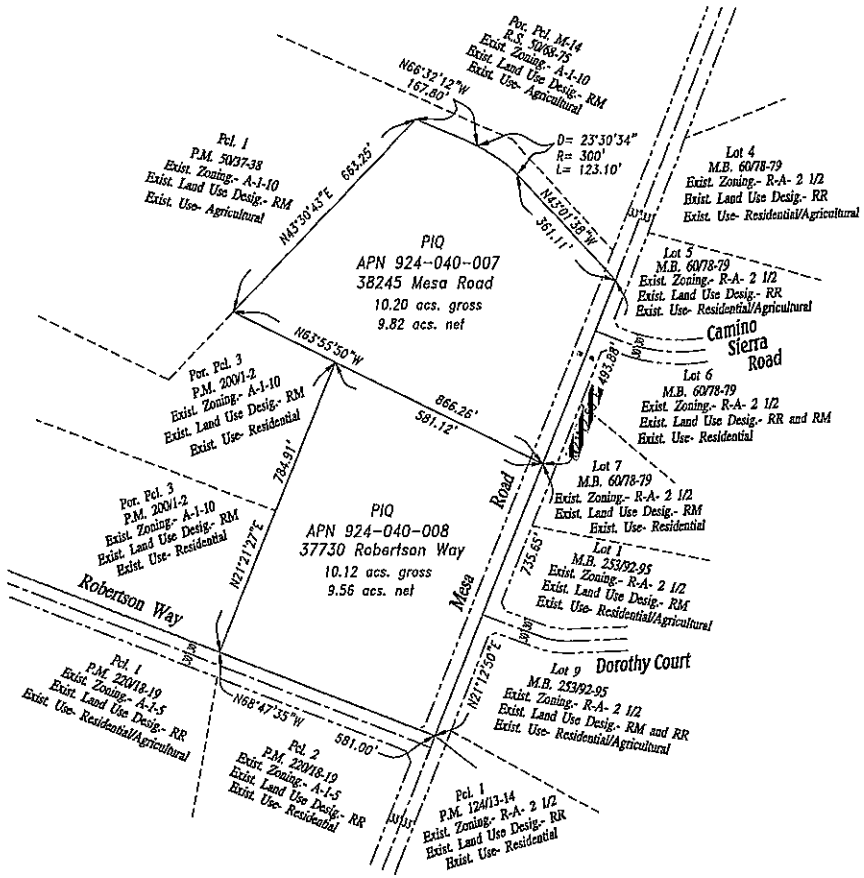
Plotted: 10/23/08 14:53 | O:\PROJECTS\DEVELOPED\SLABAUGH\TENTATIVE MAP\TM-MAP.dwg

CHANGE OF ZONE



Vicinity Map– nts
Sec. 17, T7S, R1W

Scale– 1" = 300'



GENERAL NOTES

1. ASSESSORS PARCEL NUMBER: 924–040–007 and 924–040–008
2. TOTAL ACREAGE: 20.32 acs. gross
   19.38 acs. net
3. STREET ADDRESS: 38245 Mesa Rd. and 37730 Robertson Way, Temecula, 92592
4. EXHIBIT PREPARED: January, 2008
5. LEGAL DESCRIPTION: Pcls. 1 & 2, PM 29205, P.M. Book 200/1–2.
6. 2007 THOS. BROS. PAGE 930, Coord. G–4
7. EXISTING ZONING: A–1–10
8. PROPOSED ZONING: A–1–5
9. EXISTING LAND USE: Residential and citrus groves
10. EXISTING LAND USE DESIGNATION: RM
11. THIS PROJECT IS NOT IN A SPECIFIC PLAN.
12. UTILITY PURVEYORS:
    ELECTRIC– Southern California Edison
    GAS– Propane
    TELEPHONE– Verizon
    SEWER– Septic system
    WATER– Rancho Cal Water District
    CABLE– Adelphia
13. SCHOOL DISTRICT: Temecula Valley Unified School District
14. THIS PROJECT LIES WITHIN FEMA ZONE "A"– "Areas of 100 year flood. Base flood elevations and flood hazard factors not determined.

Owner/Applicant
924–040–007
Edward J. Slabaugh
38245 Mesa Road
Temecula, Ca. 92592
Tel. 951–302–3398

Owner/Applicant
924–040–008
Dan McLaughlin
37730 Robertson Way
Temecula, Ca. 92592
Tel. 951–302–3947

No.	Date	Revision

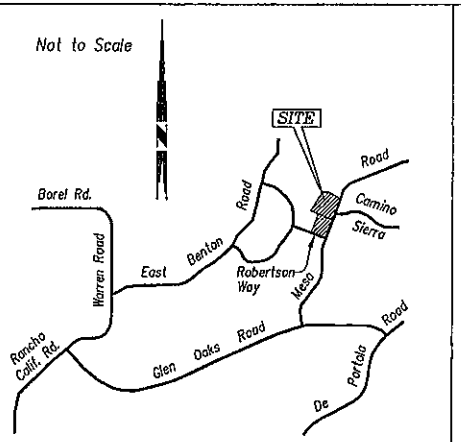
Prepared By:

CJ CONSULTING
17837 Brightman Avenue
Lake Elsinore, Ca. 92530
Tel and Fax 951-678-5776

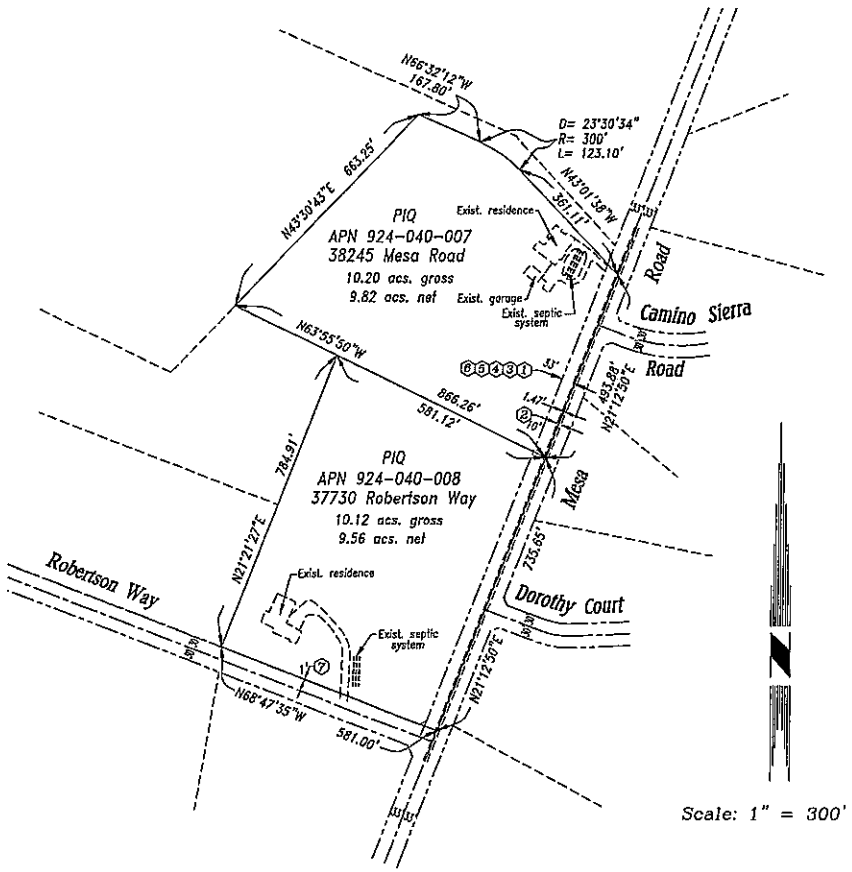
Representative:

CJ CONSULTING
37837 RANCHO CALIFORNIA RD. STE. 108
TEMECULA, CA. 92590
(951) 970-6363 (951) 600-3913 FAX

GENERAL PLAN AMENDMENT



Vicinity Map– nts
Sec. 17, T7S, R1W



Scale: 1" = 300'

GENERAL NOTES:

1. *ASSESSORS PARCEL NUMBER: 924–040–007 and 924–040–008*
2. *TOTAL ACREAGE: 20.32 acs. gross 19.38 acs. net*
3. *EXHIBIT PREPARED: January, 2008*
4. *LEGAL DESCRIPTION: Pcls. 1 & 2, PM 29205, P.M. Book 200/1–2.*
5. *2007 THOS. BROS. PAGE 930, Coord. G–4*
6. *EXISTING LAND USE DESIGNATION: Rural Mountainous*
7. *PROPOSED LAND USE DESIGNATION: Rural Residential*
8. *AMENDMENT DESCRIPTION: Amend Southwest Area Plan from Rural Mountainous to Rural Residential on 20.32 acres.*

EASEMENT NOTES:

1. *EASEMENT FOR PUBLIC ROADS, UTILITIES AND SLOPES PER INST. NO. 84429 REC. 9-26-67.*
2. *EASEMENT FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES PER INST. NO. 18190 REC. 2-28-68.*
3. *EASEMENT FOR PUBLIC ROADS, UTILITIES AND SLOPES PER INST. NO. 41396 REC. 12-30-77.*
4. *EASEMENT FOR PUBLIC UTILITIES AND ROADWAY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 50, PAGES 68 THROUGH 75, INCLUSIVE.*
5. *EASEMENT FOR DEED AND DEDICATION PER INST. NO. 125614 REC. 12-26-68.*
6. *EASEMENT FOR PUBLIC ROADS, UTILITIES AND SLOPES PER INST. NO. 41396 REC. 12-30-77.*
7. *A NON-EXCLUSIVE, PERPETUAL EASEMENT OF INGRESS, EGRESS, PARKING, UNDERGROUND UTILITIES, DRAINAGE AND FLOWAGE PURPOSES, UPON, OVER AND ACROSS THE NORTHERLY ONE FOOT OF PCL 4 OF P.M. 10079, PER INST. NO. 2001-331181 REC. 7-18-2001.*

Owner/Applicant
924–040–007
Edward J. Slabaugh
38245 Mesa Road
Temecula, Ca. 92592
Tel. 951–302–3398

Owner/Applicant
924–040–008
Dan McLaughlin
37730 Robertson Way
Temecula, Ca. 92592
Tel. 951–302–3947

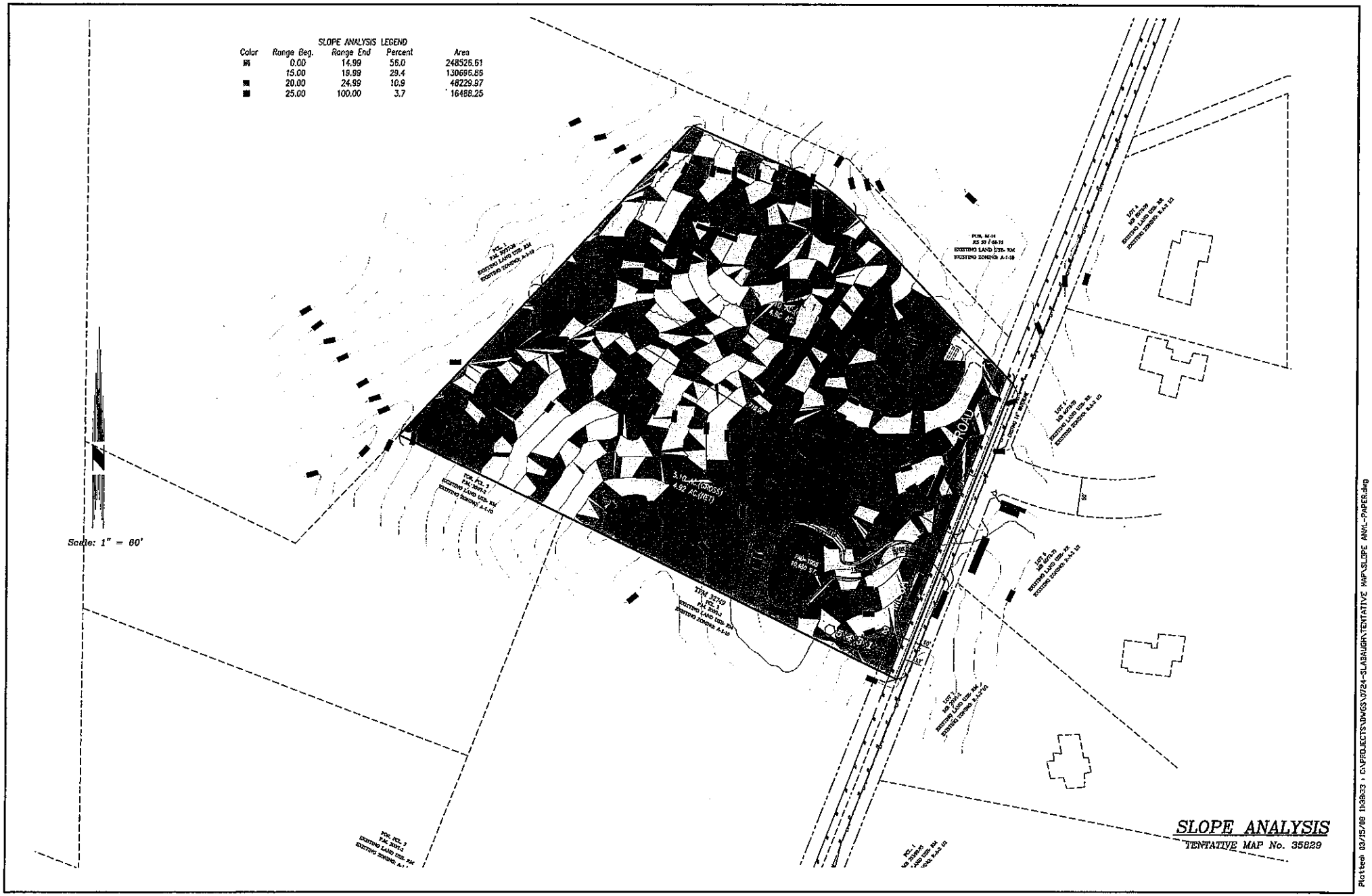
No.	Date	Revision

Prepared By:

CJ CONSULTING
17837 Brightman Avenue
Lake Elsinore, Ca. 92530
Tel and Fax 951-678-5776

Representative:

CJ CONSULTING
37781 RANCHO CALIFORNIA RD. STE. 108
TEMECULA, CA. 92590
(951) 970-6565 (951) 506-3981 FAX


SLOPE ANALYSIS LEGEND
Color | Range Beg. | Range End | Percent | Area
0.00 | 14.99 | 56.0 | 248525.61
15.00 | 19.99 | 29.4 | 130695.85
20.00 | 24.99 | 10.9 | 48229.97
25.00 | 100.00 | 3.7 | 16488.25
Scale: 1" = 60'
5.10 AC (GROSS)
4.92 AC (NET)
TPM 35719
PCL 1
P.M. 2009-1
EXISTING LAND USE: RM
EXISTING ZONING: A-1-10
ROAD
SLOPE ANALYSIS
TENTATIVE MAP No. 35829
Plotted: 03/15/08 11:38:33 | C:\PROJECTS\DWGS\07214-SLABAUGH\TENTATIVE MAP\SLOPE ANAL-PAPER.dwg

COUNTY OF RIVERSIDE
ENVIRONMENTAL ASSESSMENT FORM: INITIAL STUDY

Environmental Assessment (E.A.) Number: 41890
Project Case Type (s) and Number(s): General Plan Amendment No. 1048, Change of Zone No. 7640, Tentative Parcel Map No. 35829
Lead Agency Name: County of Riverside Planning Department
Address: 4080 Lemon Street, 9th Floor, P.O. Box 1409, Riverside, CA 92502-1409
Contact Person: Alisa Krizek, Project Planner
Telephone Number: 951-955-9075
Applicant's Name: Ed Slabaugh
Applicant's Address: 38245 Mesa Road Temecula, CA 92592
Engineer's Name: CG Consulting
Engineer's Address: 28751 Rancho California STE 208 Temecula, CA 92592

I. PROJECT INFORMATION

A. Project Description:

General Plan Amendment No. 1048 proposes to amend the site's General Plan land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum).

Change of Zone No. 7640 proposes to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Light Agriculture – 5 Acre Minimum (A-1-5).

Tentative Parcel Map No. 35829 proposes a Schedule H subdivision of 10.20 gross acres into two (2) residential parcels with a minimum parcel size of five (5) acres.

B. Type of Project: Site Specific ☒; Countywide ☐; Community ☐; Policy ☐.

C. Total Project Area: 10.20 Gross Acres

Residential Acres: 10.20	**Lots:** 2	**Units:** 2	**Projected No. of Residents:** 6
Commercial Acres: N/A	**Lots:** N/A	**Sq. Ft. of Bldg. Area:** N/A	**Est. No. of Employees:** N/A
Industrial Acres: N/A	**Lots:** N/A	**Sq. Ft. of Bldg. Area:** N/A	**Est. No. of Employees:** N/A
Other: N/A			

D. Assessor's Parcel No(s): 924-040-007

E. Street References: The project site is located northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road.

F. Section, Township & Range Description or reference/attach a Legal Description: Section 17, Township 7 South, Range 1 West

G. Brief description of the existing environmental setting of the project site and its surroundings: A single-family residence and associated orchard exists on the project site. Site topography is generally gently sloping downward toward the northwest boundary; Elevations range from 1,852 feet to 1,928 feet above mean sea level. There are rock outcrops scattered throughout the site. Vegetation consists of riparian scrub, non-native grassland,

ornamental landscape, and groves. Surrounding land uses include orchards and large lot single-family residences.

II. APPLICABLE GENERAL PLAN AND ZONING REGULATIONS

A. General Plan Elements/Policies:

1. **Land Use:** The project proposes General Plan Amendment No. 1048 to amend the site's current General Plan land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum). The Administration Element of the general Plan explains that two (2) required findings must be made and at least one of the five additional findings must be made to justify an entitlement/policy amendment. The appropriate findings have been made; therefore, the proposed project meets the requirements for the proposed Rural: Rural residential (R: RR) (5 Acre minimum) land use designation and all applicable land use policies.

2. **Circulation:** Adequate circulation facilities exist and are proposed to serve the proposed project. The proposed project meets all other applicable circulation policies of the General Plan.

3. **Multipurpose Open Space:** No natural open space land was required to be preserved within the boundaries of this project. The proposed project has been conditioned to pay the appropriate park mitigation fees pursuant to the Quimby Act. The proposed project meets with all other applicable Multipurpose Open Space Element policies.

4. **Safety:** The proposed project is not located within any special hazard zone (including fault zone, dam inundation zone, flood zone, hazardous fire area, high liquefaction, etc.). The proposed project has allowed for the sufficient provision of emergency response services to the future residences of this project. The proposed project meets all other applicable Safety Element policies.

5. **Noise:** The proposed project meets with all applicable Noise Element policies.

6. **Housing:** The proposed project meets with all applicable Housing Element policies.

7. **Air Quality:** The proposed project has been conditioned to control any fugitive dust during grading and construction activities. The proposed project meets all other applicable Air Quality Element policies.

B. General Plan Area Plan(s): Southwest Area Plan

C. Foundation Component(s): Rural

D. Land Use Designation(s): Rural Mountainous (RM) (10 Acre Minimum)

E. Proposed Land Use Designation(s): Rural Residential (RR) (5 Acre Minimum)

F. Overlay(s), if any: N/A

G. Policy Area(s), if any: N/A

H. Adjacent and Surrounding:

1. **Area Plan(s):** Southwest Area Plan

2. **Foundation Component(s):** Rural

3. **Land Use Designation(s):** Rural Mountainous (RM) (10 Acre Minimum) to the north, south, and west and Rural Residential (RR) (5 Acre Minimum) and Rural Mountainous (RM) (10 Acre Minimum)to the east.

4. **Overlay(s) and Policy Area(s):** N/A

I. **Adopted Specific Plan Information**

1. **Name and Number of Specific Plan, if any:** N/A

2. **Specific Plan Planning Area, and Policies, if any:** N/A

J. **Existing Zoning:** Light Agriculture -10 Acre Minimum (A-1-10)

K. **Proposed Zoning, if any:** Light Agriculture -5 Acre Minimum (A-1-5)

L. **Adjacent and Surrounding Zoning:** Light Agriculture -10 Acre Minimum (A-1-10) to the north, south, and west and Residential Agricultural – 5 Acre Minimum (R-A-5) to the east.

III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below (x) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Hazards & Hazardous Materials	☐ Public Services
☒ Agriculture Resources	☐ Hydrology/Water Quality	☐ Recreation
☐ Air Quality	☐ Land Use/Planning	☐ Transportation/Traffic
☐ Biological Resources	☐ Mineral Resources	☐ Utilities/Service Systems
☒ Cultural Resources	☐ Noise	☐ Other
☐ Geology/Soils	☐ Population/Housing	☐ Mandatory Findings of Significance

IV. DETERMINATION

On the basis of this initial evaluation:

A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS NOT PREPARED
☐ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project, described in this document, have been made or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION** will be prepared.
☐ I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

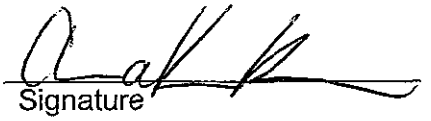
A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS PREPARED
☐ I find that although the proposed project could have a significant effect on the environment

NOTHING FURTHER IS REQUIRED because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project.

☐ I find that although all potentially significant effects have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, some changes or additions are necessary but none of the conditions described in California Code of Regulations, Section 15162 exist. An **ADDENDUM** to a previously-certified EIR or Negative Declaration has been prepared and will be considered by the approving body or bodies.

☐ I find that at least one of the conditions described in California Code of Regulations, Section 15162 exist, but I further find that only minor additions or changes are necessary to make the previous EIR adequately apply to the project in the changed situation; therefore a **SUPPLEMENT TO THE ENVIRONMENTAL IMPACT REPORT** is required that need only contain the information necessary to make the previous EIR adequate for the project as revised.

☐ I find that at least one of the following conditions described in California Code of Regulations, Section 15162, exist and **a SUBSEQUENT ENVIRONMENTAL IMPACT REPORT** is required: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any the following:(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration;(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or,(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or negative declaration would substantially reduce one or more significant effects of the project on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.



Signature

November 17, 2008
Date

Alisa Krizek, Project Planner
Printed Name

For Ron Goldman, Planning Director

V. ENVIRONMENTAL ISSUES ASSESSMENT

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the proposed project to determine any potential significant impacts upon the environment that would result from construction and implementation of the project. In accordance with California Code of Regulations, Section 15063, this Initial Study is a preliminary analysis prepared by the Lead Agency, the County of Riverside, in consultation with other jurisdictional agencies, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the proposed project. The purpose of this Initial Study is to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the proposed project.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
AESTHETICS Would the project				
1. Scenic Resources a) Have a substantial effect upon a scenic highway corridor within which it is located?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and unique or landmark features; obstruct any prominent scenic vista or view open to the public; or result in the creation of an aesthetically offensive site open to public view?	☐	☐	☒	☐

Source: Riverside County General Plan Figure C-9 "Scenic Highways"

Findings of Fact: a) The project site is northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road. The RCIP indicates that the project is not located within a designated scenic corridor.

b) The proposed project will not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and unique or landmark features, open to the public, as these features do not exist on the project site. Additionally, the project will not result in the creation of an aesthetically offensive site open to public view. The project will be developed pursuant to the Countywide Design Standards and Guidelines and therefore will not create an aesthetically offensive project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

2. Mt. Palomar Observatory a) Interfere with the nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655?	☐	☐	☒	☐

Source: GIS database, Ord. No. 655 (Regulating Light Pollution)

Findings of Fact: According to the RCIP, the project site is located 16.54 miles away from the Mt. Palomar Observatory; which is within the designated 45-mile (ZONE B) Special Lighting Area that

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

surrounds the Mt. Palomar Observatory. Ordinance No. 655 contains approved materials and methods of installation, definition, general requirements, requirements for lamp source and shielding, prohibition and exceptions. With incorporation of project lighting requirements of the Riverside County Ordinance No. 655 into the proposed project, this impact will be reduced to a less than significant impact. A note will be made on the Environmental Constraints Sheet that the properties are located within Zone B of County Ordinance 655 and are subject to outdoor lighting restrictions. (COA 50.PLANNING.24) All projects located within 45 miles of the Mount Palomar Observatory are subject to special lighting requirements set forth in Ordinance No. 655. As no unique mitigation measures are identified, no additional mitigation is required.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

3. Other Lighting Issues	☐	☐	☐	☒
a) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				
b) Expose residential property to unacceptable light levels?	☐	☐	☐	☒

Source: Project Application Description

Findings of Fact: a-b) The project is not forecast to create substantial light and glare which would adversely affect day or nighttime views in the area, or expose residential property to unacceptable levels of light or glare. The proposed use is residential, and the project site is located in immediate proximity of other similar uses. Further, the project must comply with Ordinance No. 655 due to its location within 45 miles of Palomar Observatory.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

AGRICULTURE RESOURCES Would the project				
4. Agriculture	☐	☐	☐	☒
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				
b) Conflict with existing agricultural use, or a Williamson Act (agricultural preserve) contract (Riv. Co. Agricultural Land Conservation Contract Maps)?	☐	☒	☐	☐
c) Cause development of non-agricultural uses within 300 feet of agriculturally zoned property (Ordinance No. 625 "Right-to-Farm")?	☐	☐	☒	☐
d) Involve other changes in the existing environment	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				

Source: Riverside County General Plan Figure OS-2 "Agricultural Resources," GIS database, and Project Application Materials.

Findings of Fact: a) The proposed project site is located within an area that is designated 'Prime Farmland, Farmland of Local Importance, and Unique Farmland.' The project site does not currently facilitate any agriculture activity. The General Plan Land Use designation has already been analyzed and addressed through the General Plan EIR and by the Board of Supervisors, which found that there were no feasible mitigation measures or alternatives that could have satisfied the loss of Prime Farmland designated for statewide importance. Therefore, the Board of Supervisors adopted findings of overriding considerations on October 7, 2003. Pursuant to CEQA Guidelines Section 15162 (a) the project will not result in any new significant environmental effects not identified in the General Plan EIR, nor will it substantially increase the severity of the environmental effects identified in the General Plan EIR. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible. As a result, no further environmental documentation for the loss of Prime Farmland is required for this project.

b) The project site is located within Agricultural Preserve Rancho California #2. Pursuant to the Land Conservation Act of 1965, the subsequent property owner of Assessor's Parcel No. (APN) 924-040-002 and 924-040-003 filed a notice of non-renewal on September 24, 1984, which was recorded on September 27, 1984, as Instrument No. 209956, and, as a consequence, the land conservation contract as it applies to the subject parcels expired on January 1, 1994. Under both the County's Rules and Regulations Governing Agricultural Preserves and the Comprehensive General Plan's Williamson Act Program (i.e., Land Conservation Act of 1965), a landowner may apply to have property removed from the boundaries of an agricultural preserve, once the contract has expired. The land conservation contract having expired, the current property owners of APN 924-040-007 and APN 924-040-008, (came from APN# 924-040-002 and 924-040-003) have now applied to have the property removed from the boundaries of the agricultural preserve. Prior to recordation, the project shall receive a Certificate of Final Cancellation for Agricultural Preserve Case No. 999. (COA 50.PLANNING.23)

c) The project proposes to maintain the existing zoning classification of Light Agriculture (A-1), which allows agricultural uses. However, the A-1 zone also permits non-agricultural uses. With incorporation of the notification requirements of the Riverside County Ordinance No. 625 into the proposed project, this impact will be reduced to a less than significant impact. A note will be made on the Environmental Constraints Sheet that the properties are located within 300 feet of existing agriculturally zoned property. (50.PLANNING.17, 50.PLANNING.20) This is a standard condition of approval and is not considered mitigation pursuant to CEQA.

d) The project will not contribute to the cumulative loss of farmland in the County.

Mitigation: Prior to recordation, the project shall receive a Certificate of Final Cancellation for Agricultural Preserve Case No. 999. (COA 50.PLANNING.23)

Monitoring: Monitoring will be conducted by the Survey Department.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
AIR QUALITY Would the project				
5. Air Quality Impacts a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d) Expose sensitive receptors which are located within 1 mile of the project site to project substantial point source emissions?	☐	☐	☐	☒
e) Involve the construction of a sensitive receptor located within one mile of an existing substantial point source emitter?	☐	☐	☐	☒
f) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Source: SCAQMD CEQA Air Quality Handbook Table 6-2

a) The South Coast Air Quality Management District (SCAQMD) is responsible for developing a regional Air Quality Management Plan (AQMP) to insure compliance with state and federal air quality standards. The SCAQMD has adopted the 2003 AQMP. The 2003 AQMP is based on socioeconomic forecasts (including population estimates) provided by the Southern California Association of Governments (SCAG). The County General Plan is consistent with SCAG's Regional Growth Management Plan and SCAQMD's Air Quality Management Plan. This project is consistent with the General Plan land use designations, and population estimates. The population proposed by this project will not obstruct the implementation of the 2003 AQMP.

b) Air quality impacts would occur during site preparation, including grading and equipment exhaust. Major sources of fugitive dust are a result of grading and site preparation during construction by vehicles and equipment and generated by construction vehicles and equipment traveling over exposed surfaces, as well as by soil disturbances from grading and filling. Blowing dust is also of concern where PM10 standards are exceeded by soil disturbance during grading, and vehicular travel over unpaved roads. These short-term construction related impacts will be reduced below a level of significance by dust control measures implemented during grading. (COA 10.BS GRADE.5) This is a standard Condition of Approval and is not considered mitigation pursuant to CEQA.

c) The project will not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

d) Sensitive receptors (and the facilities that house them) in proximity to localized CO sources, toxic air contaminants or odors are of particular concern. High levels of CO are associated with major traffic sources, such as freeways and major intersections, and toxic air contaminants are normally associated with manufacturing and commercial operations. Land uses considered to be sensitive receptors include long-term health care facilities, rehabilitation centers, convalescent centers,

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

retirement homes, residences, schools, playgrounds, childcare centers, and athletic facilities. Surrounding land uses include residential, which is considered a sensitive receptor, however, the project is not expected to generate substantial point source emissions. The project will not include commercial or manufacturing uses, or generate significant odors.

e) The project will not create sensitive receptors located within one mile of an existing substantial point source emitter.

f) The project will not create objectionable odors affecting a substantial number of people.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

BIOLOGICAL RESOURCES Would the project				
6. Wildlife & Vegetation a) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan?	☐	☐	☒	☐
b) Have a substantial adverse effect, either directly or through habitat modifications, on any endangered, or threatened species, as listed in Title 14 of the California Code of Regulations (Sections 670.2 or 670.5) or in Title 50, Code of Federal Regulations (Sections 17.11 or 17.12)?	☐	☐	☐	☒
c) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Wildlife Service?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?	☐	☐	☒	☐
f) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
g) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Source: GIS database, WRCMSHCP, PDB05456 – Habitat Assessment, prepared by Paul A. Principe Principe & Associates, dated August 20, 2008

Findings of Fact: a) The project site does not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan. The project required a MSHCP Compliance report.

b) No state or federally listed Threatened or Endangered species are expected to occur nor would the implementation of the proposed project result in take of any state or federally listed Threatened or Endangered species. Thus, the project will not have a substantial adverse effect, either directly or through habitat modifications, on any endangered or threatened species, as listed in Title 14 of the California Code of Regulations.

c) The project site is not located within any pre-determined survey areas for plants or animals. No species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Wildlife Service are expected to occur on the project site.

d) A watercourse is present on the project site however; it does not contain a persistent water flow. Therefore, the project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.

e-f) A large riparian feature is present along the northern portion of the project site; however, it will be completely avoided by the proposed project.

g) The proposed project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

CULTURAL RESOURCES Would the project				
7. Historic Resources a) Alter or destroy an historic site?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5?	☐	☐	☐	☒

Source: Project Application Materials, PD – A – 4523 – A Phase I Cultural Resource Assessment, prepared by Jean A. Keller, dated July 2008

Findings of Fact: a) A cultural resource assessment was completed for the proposed project. Both the literature search and the field survey indicated that no historical resources were present on the project site.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

The project site contains one existing residence located on proposed Parcel 1 and groves located on both proposed parcels. The existing residence was not built over 50 years ago and is therefore not considered a historical building.

b) The proposed project will not cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5 as no historical resources are known to be located on the project site.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

8. Archaeological Resources a) Alter or destroy an archaeological site.	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations, Section 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐
d) Restrict existing religious or sacred uses within the potential impact area?	☐	☐	☐	☒

Source: Project Application Materials, PD – A – 4523 – A Phase I Cultural Resource Assessment, prepared by Jean A. Keller, dated July 2008

Findings of Fact: a-b) A cultural resource assessment was completed for the proposed project; this assessment included a records search and a field survey. The records search, conducted at the eastern information Center (EIC), indicated that the project site was in a well-studied area with 53 cultural resource studies having been conducted in a one-mile radius. These studies recorded fourteen (14) archaeological sites. During the field survey conducted on July 19, 2008, no archaeological resources were uncovered. Although no archaeological resources were discovered on the surface, there is a possibility of discovery during earthmoving activities due to the number of archeological sites within a one-mile radius. Therefore monitoring will be required.

c) There may be a possibility that ground disturbing activities will expose human remains. The project is subject to State Health and Safety Code 7050.5 if human remains are discovered during ground disturbing activities. (COA 10.PLANNING.17) This is a standard condition of approval and is not considered mitigation pursuant to CEQA.

d) The project will not restrict existing religious or sacred uses within the potential impact area.

Mitigation: Prior to grading, the project proponent shall retain a qualified archaeologist for consultation and monitoring during grading activities. If archaeological resources are detected during grading activities, such activities shall be halted until the significance of the resources has been evaluated. (COA 10.PLANNING.18, 60.PLANNING.21)

Monitoring: Monitoring shall be conducted by the Planning Department and Building and Safety Department.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
9. Paleontological Resources a) Directly or indirectly destroy a unique paleontological resource, or site, or unique geologic feature?	☐	☐	☒	☐

Source: Riverside County General Plan Figure OS-8 "Paleontological Sensitivity"

Findings of Fact: a) According to Figure OS-8, the project site is located within an area of low potential for uncovering paleontological resources. Therefore the project will have a less than significant impact on paleontological resources.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

GEOLOGY AND SOILS Would the project				
10. Alquist-Priolo Earthquake Fault Zone or County Fault Hazard Zones a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death?	☐	☐	☒	☐
b) Be subject to rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-2 "Earthquake Fault Study Zones," GIS database, Geologist Comments

Findings of Fact: a) There are no known active or potentially active faults that traverse the site and the site is not located within an Alquist-Priolo Earthquake Fault Zone. The principal seismic hazard that could affect the site is ground shaking resulting from an earthquake occurring along several major active or potentially active faults in southern California. California Building Code (CBC) requirements pertaining to residential development will mitigate the potential impact to less than significant. As CBC requirements are applicable to all residential development, they are not considered mitigation for CEQA implementation purposes.

b) The project site is not within an Alquist-Priolo Earthquake Fault Zone. The nearest fault is the Elsinore-Temecula Fault Zone. The project site is not subject to rupture of a known earthquake fault.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

11. Liquefaction Potential Zone a) Be subject to seismic-related ground failure,	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
including liquefaction?				

Source: Riverside County General Plan Figure S-3 "Generalized Liquefaction"

Findings of Fact: According to the Riverside County Land Information System (RCLIS), the project is not located within an area subject to liquefaction. Thus, no impacts will occur from the proposed development.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

12. Ground-shaking Zone Be subject to strong seismic ground shaking?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-4 "Earthquake-Induced Slope Instability Map," and Figures S-13 through S-21 (showing General Ground Shaking Risk)

Findings of Fact: There are no known active or potentially active faults that traverse the site and the site is not located within an Alquist-Priolo Earthquake Fault Zone. The project site could be subject to seismic ground shaking from a regional earthquake. The level of ground shaking that would be experienced at the project site from one of these faults or any other active faults in the region would be a function of several factors including earthquake magnitude, type of faulting, rupture propagation path, distance from the epicenter, earthquake depth, duration of shaking, site topography, and site geology. California Building Code (CBC) requirements pertaining to development will mitigate the potential impact to less than significant. As CBC requirements are applicable to all development, they are not considered mitigation for CEQA implementation purposes.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

13. Landslide Risk a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, collapse, or rockfall hazards?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-5 "Regions Underlain by Steep Slope"

Findings of Fact: a) The project site is relatively flat with a gently sloping topography. According to the slope analysis prepared by the engineer, 3.7 percent of the project site contains slopes greater than 25 percent; therefore there is no potential for landslides. The project site and surrounding area does not consist of rocky terrain; therefore the project is not subject to rockfall hazards. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Monitoring: No monitoring measures are required.

14. Ground Subsidence a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in ground subsidence?	☐	☐	☐	☒

Source: RCIP Figure S-7 "Documented Subsidence Areas", GIS Database

Findings of Fact: a) According to the GIS database, the project site is not located in an area that is susceptible to subsidence. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

15. Other Geologic Hazards a) Be subject to geologic hazards, such as seiche, mudflow, or volcanic hazard?	☐	☐	☐	☒

Source: Project Application Materials

Findings of Fact: a) There are no volcanoes in the proposed project site vicinity. The topography of the site does not include steep slopes which could generate a mudflow. Additionally, the USGS topographic map does not depict large bodies of water in proximity to the project site that could produce earthquake-induced seiche, which could impact the project site. Therefore, impacts associated with seiche, mudflow, or volcano are not anticipated.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

16. Slopes a) Change topography or ground surface relief features?	☐	☐	☒	☐
b) Create cut or fill slopes greater than 2:1 or higher than 10 feet?	☐	☐	☒	☐
c) Result in grading that affects or negates subsurface sewage disposal systems?	☐	☐	☐	☒

Source: RCIP figure S-5 "Regions Underlain by Steep Slopes" Project Application Materials

Findings of Fact: a-b) The project site consists of gently sloping topography. The elevations of the project site will not be significantly modified as a result of the project. Minor surface grading and

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

leveling will be required. No cut or fill slopes greater than 2:1 or higher than 10 feet will be created. Additionally, the project has been conditioned to grade so that the slopes reflect the natural terrain.

c) Grading will not negate or affect the subsurface sewage disposal systems as no subsurface sewage disposal systems exist on the project site.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

17. Soils a) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
b) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐

Source: Project Application Materials, Flood and Building and Safety - Grading Conditions of Approval

Findings of Fact: a) The development of the project site may have the potential to result in soil erosion during grading and construction. Standard conditions of approval have been issued regarding soil erosion that will further ensure protection of public health, safety, and welfare upon final engineering of the project and are not considered mitigation for CEQA implementation purposes. (COA 10.BS GRADE.4)

b) The project may be located on expansive soil; however, California Building Code (CBC) requirements pertaining to residential development will mitigate the potential impact to less than significant. As CBC requirements are applicable to all residential development, they are not considered mitigation for CEQA implementation purposes.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

18. Erosion a) Change deposition, siltation, or erosion that may modify the channel of a river or stream or the bed of a lake?	☐	☐	☒	☐
b) Result in any increase in water erosion either on or off site?	☐	☐	☒	☐

Source: Flood Control District review, Project Materials

Findings of Fact: a) The proposed project will not change deposition, siltation, or erosion that may modify the channel of a river or stream or a bed of a lake.

b) The development of the project site may have the potential to increase water erosion during grading and construction. Standard Conditions of Approval have been issued regarding soil erosion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

that will further ensure protection of public health, safety, and welfare upon final engineering of the project and are not considered mitigation for CEQA implementation purposes. (COA 10.BS GRADE.4)

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

19. Wind Erosion and Blowsand from project either on or off site. a) Be impacted by or result in an increase in wind erosion and blowsand, either on or off site?	☐	☐	☒	☐

Source: Riverside County General Plan Figure S-8 "Wind Erosion Susceptibility Map," Ord. 460, Sec. 14.2 & Ord. 484

Findings of Fact: a) The project site lies within a moderate area of wind erosion. The project will decrease the amount of exposed dirt, which is subject to wind erosion, with the incorporation of concrete, asphalt, and landscaping. No changes will be made on adjacent properties that would increase wind erosion offsite that would impact this project. Current levels of wind erosion on adjacent properties that would affect this site are considered less than significant. A condition has been placed on the project to control dust created during grading activities. (COA 10.BS GRADE.5)

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

HAZARDS AND HAZARDOUS MATERIALS Would the project				
20. Hazards and Hazardous Materials a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan?	☐	☐	☐	☒
d) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
e) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Source: Project Application Materials

Findings of Fact: a-b) The proposed subdivision will not create or require transportation of hazardous materials. However, it may result in the use and disposal of substances such as household and commercial cleaning products, fertilizers, pesticides, automotive fluids, etc, but the nature and volume of such substances associated with residential use would not present the potential to create a significant public or environmental hazard.

c) The proposed subdivision will not impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan.

d) The proposed subdivision will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

e) The proposed subdivision is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

21. Airports a) Result in an inconsistency with an Airport Master Plan?	☐	☐	☐	☒
b) Require review by the Airport Land Use Commission?	☐	☐	☐	☒
c) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
d) For a project within the vicinity of a private airstrip, or heliport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒

Source: Riverside County General Plan Figure S-19 "Airport Locations," GIS database

Findings of Fact: a) The project site is not located within the vicinity of any public or private airport; therefore, the project will not result in an inconsistency with an Airport Master Plan.

b) The project site is not located within the vicinity of any public or private airport; therefore will not require review by the Airport Land Use Commission (ALUC).

c) The project is not located within an airport land use plan and would not result in a safety hazard for people residing or working in the project area.

d) The project is not located within the vicinity of a private airstrip, or heliport; therefore would not result in a safety hazard for people residing or working in the project area.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

22. Hazardous Fire Area a) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Source: Riverside County General Plan Figure S-11 "Wildfire Susceptibility," GIS database

Findings of Fact: According to GIS, the project site is not located within a high fire area. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

HYDROLOGY AND WATER QUALITY Would the project				
23. Water Quality Impacts a) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
b) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
c) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
d) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
e) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
f) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
g) Otherwise substantially degrade water quality?	☐	☐	☐	☒
h) Include new or retrofitted stormwater Treatment Control Best Management Practices (BMPs) (e.g. water	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
quality treatment basins, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g. increased vectors and odors)?				

Source: Riverside County Flood Control District Flood Hazard Report/Condition.

Findings of Fact: a) There is a natural watercourse with a tributary drainage area of approximately 35 acres that traverses along the western property line. Another 25 acres of tributary runoff is conveyed along the eastern boundary in Mesa Road. The proposed project will not alter the existing drainage pattern of the area. (COA 10.FLOOD RI.1)

b) The project is not proposing more than nine (9) residential units; therefore, a Water Quality Management Plan (WQMP) was not required for the proposed project. The project will not violate any water quality standards or waste discharge requirements, and has been conditioned to comply with standard water quality conditions of approval.

c) The project will not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

d) The project will not create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems.

e-f) The project is not located within a 100-year flood hazard area; therefore, the project will not place housing or structures within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

g-h) The project will not degrade water quality in any manner not addressed in the above comments. The project will not include any flood control facilities which would result in significant environmental effects (e.g. increased vectors and odors).

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

24. Floodplains

Degree of Suitability in 100-Year Floodplains. As indicated below, the appropriate Degree of Suitability has been checked.

NA - Not Applicable ☒ U - Generally Unsuitable ☐ R - Restricted ☐

a) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	☐	☐	☒	☐
b) Changes in absorption rates or the rate and amount of surface runoff?	☐	☐	☐	☒
c) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam (Dam Inundation	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Area)?				
d) Changes in the amount of surface water in any water body?	☐	☐	☐	☒

Source: Riverside County General Plan Figure S-9 "100- and 500-Year Flood Hazard Zones," Figure S-10 "Dam Failure Inundation Zone," Riverside County Flood Control District Flood Hazard Report/Condition, GIS database

Findings of Fact: a) There is a natural watercourse with a tributary drainage area of approximately 35 acres that traverses along the western property line. Another 25 acres of tributary runoff is conveyed along the eastern boundary in Mesa Road. The proposed project will not alter the existing drainage pattern of the area. (COA 10.FLOOD RI.1)

b) The project will not substantially change absorption rates or the rate and amount of surface runoff.

c) The project will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam as the project is not located in a dam inundation area.

d) The project will not cause changes in the amount of surface water in any water body.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

LAND USE/PLANNING Would the project				
25. Land Use	☐	☐	☒	☐
a) Result in a substantial alteration of the present or planned land use of an area?				
b) Affect land use within a city sphere of influence and/or within adjacent city or county boundaries?	☐	☐	☐	☒

Source: RCIP, GIS database, Project Application Materials

Findings of Fact: a) The project proposes General Plan Amendment No. 1048 to amend the site's current General Plan land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum); therefore the proposed project will result in an alteration of the present and future planned land use of the area. The Rural Mountainous (RM) land use designation only applies to areas of at least 10 acres, where a minimum 70% of the area has slopes of 25% or greater. However, only 3.7% of project site contains slopes greater than 25% thus the Rural Mountainous (RM) land use designation is not justified by the topography. Additionally, the properties to the east and south are located on parcels of five (5) acres or more. Therefore, the proposed land use change is compatible with the surrounding land uses.

b) The proposed project is not located within a city sphere of influence.

Mitigation: No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Monitoring: No monitoring measures are required.

26. Planning	☐	☐	☒	☐
a) Be consistent with the site's existing or proposed zoning?				
b) Be compatible with existing surrounding zoning?	☐	☐	☐	☒
c) Be compatible with existing and planned surrounding land uses?	☐	☐	☐	☒
d) Be consistent with the land use designations and policies of the Comprehensive General Plan (including those of any applicable Specific Plan)?	☐	☐	☒	☐
e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?	☐	☐	☐	☒

Source: Riverside County General Plan Land Use Element, Staff review, GIS database

Findings of Fact: a) The project proposes to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Light Agriculture – 5 Acre Minimum (A-1-5). The project proposes lots with a minimum lot size of five (5) acres; therefore, the project is consistent with the site's proposed zoning.

b) The surrounding zoning is Light Agriculture -10 Acre Minimum (A-1-10) to the north, south, and west and Residential Agricultural – 5 Acre Minimum (R-A-5) to the east. The project will be compatible with the surrounding zoning.

c) The surrounding land uses include single-family residences on large lots of five (5) acres or more to the north, south, east, and west. The project will be compatible with the surrounding land uses.

d) The project proposes General Plan Amendment No. 1048 to amend the site's current General Plan land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum); therefore the proposed project will result in an alteration of the current land use designations and policies of the Comprehensive General Plan of the area. However, the properties to the east are located on parcels of five (5) acres or more. Therefore, the proposed landuse change is compatible with the surrounding land uses.

e) The surrounding land uses include single-family residences on large lots of five (5) acres or more to the north, south, east, and west. The project will be compatible with the surrounding land uses.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

MINERAL RESOURCES Would the project				
27. Mineral Resources	☐	☐	☐	☒
a) Result in the loss of availability of a known mineral resource in an area classified or designated by the State				

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
that would be of value to the region or the residents of the State?				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒
c) Be an incompatible land use located adjacent to a State classified or designated area or existing surface mine?	☐	☐	☐	☒
d) Expose people or property to hazards from proposed, existing or abandoned quarries or mines?	☐	☐	☐	☒

Source: Riverside County General Plan Figure OS-5 "Mineral Resources Area"

Findings of Fact: Classification of land within California takes place according to a priority list that was established by the State Mining and Geology Board (SMGB) in 1982, or when the SMGB is petitioned to classify a specific area. The SMGB has also established Mineral Resources Zones (MRZ) to designate lands that contain mineral deposits.

a) The project site is within MRZ-3, which is defined as areas where the available geologic information indicates that mineral deposits are likely to exist; however, the significance of the deposit is undetermined.

b) The RCIP identifies policies that encourage protections for existing mining operations and for appropriate management of mineral extraction. A significant impact that would constitute a loss of availability of a known mineral resource would include unmanaged extraction or encroach on existing extraction. No existing or abandoned quarries or mines exist in the area surrounding the Project site. The project does not propose any mineral extraction on the project site. Any mineral resources on the project site will be unavailable for the life of the project; however the project will not result in the permanent loss of significant mineral resources.

c) The project will not result in the loss of availability of a known mineral resource in an area classified or designated by the State that would be of value to the region or the residents of the State.

d) The project will not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

The project will not be an incompatible land use located adjacent to a State classified or designated area or existing surface mine.

The project will not expose people or property to hazards from proposed, existing or abandoned quarries or mines.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
NOISE Would the project result in				

Definitions for Noise Acceptability Ratings

Where indicated below, the appropriate Noise Acceptability Rating(s) has been checked.

NA - Not Applicable A - Generally Acceptable B - Conditionally Acceptable

C - Generally Unacceptable D - Land Use Discouraged

28. Airport Noise	☐	☐	☐	☒
a) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the project area to excessive noise levels? NA ☒ A ☐ B ☐ C ☐ D ☐				
b) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? NA ☒ A ☐ B ☐ C ☐ D ☐	☐	☐	☐	☒

Source: Riverside County General Plan Figure S-19 "Airport Locations," County of Riverside Airport Facilities Map

Findings of Fact: a) The project site is not located within an airport land use plan or within two miles of a public airport or public use airport that would expose people residing on the project site to excessive noise levels.

b) The project is not located within the vicinity of a private airstrip that would expose people residing on the project site to excessive noise levels.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

29. Railroad Noise NA ☒ A ☐ B ☐ C ☐ D ☐	☐	☐	☐	☒

Source: Riverside County General Plan Figure C-1 "Circulation Plan", GIS database

Findings of Fact: The project site is not located adjacent to a rail line. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

30. Highway Noise NA ☒ A ☐ B ☐ C ☐ D ☐	☐	☐	☐	☒

Source: Project Application Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Findings of Fact: The project site is not located adjacent to or near any highways. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

31. Other Noise NA ☒ A ☐ B ☐ C ☐ D ☐	☐	☐	☐	☒

Source: Project Application Materials, GIS database

Findings of Fact: No other noise sources have been identified near the project site that would contribute a significant amount of noise to the project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

32. Noise Effects on or by the Project a) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
b) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
c) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
d) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☐	☐	☒

Source: Project Application Materials

Findings of Fact: a) The proposed project will not create permanent additional noise because the addition of a single-family residence is not considered a substantial noise generator.

b) Through adherence to County Ordinance No. 847, grading and construction shall be restricted to daylight hours. Construction equipment shall be required to be maintained in good working order and cannot be serviced or repaired at the site. The construction of single-family residences will result in an increase of noise levels, but these increased noise levels will be less than significant.

c) Long-term noise generation from the site will not exceed standards established in the RCIP, noise ordinance, or other applicable standards.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

d) Excessive ground-borne vibration or ground-borne noise levels are not a typical impact of single family home construction.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

POPULATION AND HOUSING Would the project				
33. Housing a) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
b) Create a demand for additional housing, particularly housing affordable to households earning 80% or less of the County's median income?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
d) Affect a County Redevelopment Project Area?	☐	☐	☐	☒
e) Cumulatively exceed official regional or local population projections?	☐	☐	☐	☒
f) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒

Source: Project Application Materials, GIS database, Riverside County General Plan Housing Element

Findings of Fact: The project proposes the creation of two residential lots. This land division is consistent with the Riverside County General Plan, which is used to generate local and regional population projections.

a) The project will not displace substantial numbers of existing housing, necessitating the construction of replacement housing.

b) The project will not create a demand for additional housing.

c) The project will not displace any people.

d) The project is not in or near a County Redevelopment Project Area.

e) The project will not exceed official regional or local population projections.

f) The project will not induce substantial population growth in an area.

Mitigation: No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Monitoring: No monitoring measures are required.

PUBLIC SERVICES Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

34. Fire Services	☐	☐	☒	☐

Source: Riverside County General Plan Safety Element

Findings of Fact: The project area is serviced by the Riverside County Fire Department. Any potential significant effects will be mitigated by the payment of standard fees to the County of Riverside. The project will not directly physically alter existing facilities or result in the construction of new facilities. Any construction of new facilities required by the cumulative effects of surrounding projects would have to meet all applicable environmental standards. The project shall comply with County Ordinance No. 659 to mitigate the potential effects to fire services. (COA 10.PLANNING.14) This is a standard Condition of Approval and is not considered mitigation pursuant to CEQA.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

35. Sheriff Services	☐	☐	☒	☐

Source: RCIP

Findings of Fact: The proposed area is serviced by the Riverside County Sheriff's Department. The proposed project would not have an incremental effect on the level of sheriff services provided in the vicinity of the project area. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards. The project shall comply with County Ordinance No. 659 to mitigate the potential effects to sheriff services. (COA 10.PLANNING.14) This is a standard Condition of Approval and is not considered mitigation pursuant to CEQA.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

36. Schools	☐	☐	☒	☐

Source: Temecula Valley Unified School District correspondence, GIS database

Findings of Fact: The project will not physically alter existing facilities or result in the construction of new or physically altered facilities. The proposed project is located within the Temecula Valley Unified School District. Any construction of new facilities required by the cumulative effects of this project and

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

surrounding projects would have to meet all applicable environmental standards. This project has been conditioned to comply with School Mitigation Impact fees in order to mitigate the potential effects to school services. This is a standard condition of approval and pursuant to CEQA is not considered mitigation. (COA 80.PLANNING.8) As no unique mitigation measures are identified, no additional mitigation is required.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

37. Libraries	☐	☐	☒	☐

Source: RCIP

Findings of Fact: The proposed project will not create a significant incremental demand for library services. The project will not require the provision of new or altered government facilities at this time. Any construction of new facilities required by the cumulative effects of surrounding projects would have to meet all applicable environmental standards. This project shall comply with County Ordinance No. 659 to mitigate the potential effects to library services. (COA 10.PLANNING.14) This is a standard Condition of Approval and pursuant to CEQA is not considered mitigation.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

38. Health Services	☐	☐	☒	☐

Source: RCIP

Findings of Fact: The use of the proposed 10.20-acre gross parcel would not cause an impact on health services. The site is located within the service parameters of County health centers. The project will not physically alter existing facilities or result in the construction of new or physically altered facilities. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

RECREATION				
39. Parks and Recreation	☐	☐	☐	☒
a) Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				
b) Would the project include the use of existing	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				
c) Is the project located within a C.S.A. or recreation and park district with a Community Parks and Recreation Plan (Quimby fees)?	☐	☐	☒	☐

Source: GIS database, Ord. No. 460, Section 10.35 (Regulating the Division of Land – Park and Recreation Fees and Dedications), Ord. No. 659 (Establishing Development Impact Fees), Parks & Open Space Department Review

Findings of Fact: a-b) The proposed project does not create a substantial increase in demand for recreational facilities.

c) The project is located within County Service Area No. 152, which is responsible for the collection of Quimby fees. With incorporation of the recommended mitigation measures, the project will not have a significant impact on parks or recreational facilities. The project has been conditioned for the payment of development impact fees and payment of Quimby fees. (COA 10.PLANNING.14, 50.PLANNING.25) Any project located within a County Service Area or recreation and park district will be conditioned to pay Quimby fees; as no unique mitigation measures are identified, no additional mitigation is required.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

40. Recreational Trails	☐	☐	☐	☒

Source: Riverside County Parks, RCIP Figure C-7 "Trails and Bikeway System"

Findings of Fact: According to figure C-7; no county designated trails are located on or adjacent to the project site; therefore, the proposed project will not impact any regional or local trails.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

TRANSPORTATION/TRAFFIC Would the project				
41. Circulation	☐	☐	☐	☒
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				
b) Result in inadequate parking capacity?	☐	☐	☐	☒
c) Exceed, either individually or cumulatively, a level of service standard established by the county congestion	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
management agency for designated road or highways?				
d) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
e) Alter waterborne, rail or air traffic?	☐	☐	☐	☒
f) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	☐	☐	☐	☒
g) Cause an effect upon, or a need for new or altered maintenance of roads?	☐	☐	☒	☐
h) Cause an effect upon circulation during the project's construction?	☐	☐	☐	☒
i) Result in inadequate emergency access or access to nearby uses?	☐	☐	☐	☒
j) Conflict with adopted policies supporting alternative transportation (e.g. bus turnouts, bicycle racks)?	☐	☐	☐	☒

Source: RCIP

Findings of Fact: The Transportation Department has not required a traffic study for the proposed project. It has been determined that the project is exempt from traffic study requirements.

a) The addition of a residential lot will not cause a substantial increase in traffic in relation to the existing traffic load and capacity of the street system.

b) The proposed project will comply with Section 18.12 Parking Requirements; therefore, the project will not result in inadequate parking capacity.

c) According to the Western Riverside County Transportation Fee Nexus Study, future development within the Western Riverside County and the cities therein will result in traffic volumes exceeding the capacity of the Regional System, resulting in substantial traffic congestion in all parts of Western Riverside County and unacceptable levels of service throughout. In order to meet the demands of development, the Transportation Uniform Mitigation Fee (TUMF), pursuant to Ordinance No. 824, shall be collected prior to building final inspection. (COA 90.TRANS.1) This is a standard Condition of Approval and not considered mitigation pursuant to CEQA.

d) The project will not result in a change in air traffic patterns.

e) The project will not alter waterborne, rail or air traffic.

f) The project will not substantially increase hazards to a design feature.

g) No additional onsite right-of-way or road improvements shall be required on Mesa Road since adequate right-of-way exists; therefore, the project will not alter the existing maintenance of existing roads.

h) Project construction should not impede traffic flow.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

i) The project has been conditioned for emergency access in the typical manner required by the Fire Department. These standard requirements are not considered mitigation for CEQA implementation purposes.

j) The project will not conflict with adopted policies supporting alternative transportation.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

42. Bike Trails	☐	☐	☐	☒

Source: RCIP

Findings of Fact: According to figure C-7; no county designated trails are located on or adjacent to the project site; therefore, the proposed project will not impact any regional or local trails.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

UTILITY AND SERVICE SYSTEMS Would the project				
43. Water				
a) Require or result in the construction of new water treatment facilities or expansion of existing facilities, the construction of which would cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐

Source: Department of Environmental Health Review

Findings of Fact: The project will be served by Rancho California Water District (RCWD) with water facilities pursuant to the arrangement of financial agreements.

a-b) The proposed project will not require or result in the construction of new water treatment facilities or expansion of existing facilities.

Mitigation: No mitigation measures are required. Waiting on Env. Health Comments

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
44. Sewer				
a) Require or result in the construction of new wastewater treatment facilities, including septic systems, or expansion of existing facilities, the construction of which would cause significant environmental effects?	☐	☐	☐	☒
b) Result in a determination by the wastewater treatment provider that serves or may service the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐

Source: Department of Environmental Health Review

Findings of Fact: a-b) The project will not result in the construction of new wastewater treatment facilities as an existing septic system currently service the project site.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

45. Solid Waste				
a) Is the project served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
b) Comply with federal, state, and local statutes and regulations related to solid wastes (including the CIWMP (County Integrated Waste Management Plan)?	☐	☐	☒	☐

Source: RCIP, Riverside County Waste Management District correspondence

Findings of Fact: a-b) According to the Riverside County Waste Management Department, the proposed project has the potential to impact landfill capacity from the generation of solid waste during construction. The project will not physically alter existing facilities or result in the construction of new or physically altered facilities. Any construction of new facilities required by the cumulative effects of this project and surrounding projects would have to meet all applicable environmental standards.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

46. Utilities				
a) Would the project impact the following facilities requiring or resulting in the construction of new facilities or the expansion of existing facilities; the construction of which could cause significant environmental effects?				
a) Electricity?	☐	☐	☒	☐
b) Natural gas?	☐	☐	☒	☐
c) Communications systems?	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Storm water drainage?	☐	☐	☒	☐
e) Street lighting?	☐	☐	☒	☐
f) Maintenance of public facilities, including roads?	☐	☐	☒	☐
g) Other governmental services?	☐	☐	☒	☐
h) Conflict with adopted energy conservation plans?	☐	☐	☒	☐

Source: RCIP

Findings of Fact: a-g) The project is expected to create incremental impacts on the demand for the above checked facilities. However, utility services are adequate and available to serve this project. Therefore, impacts on utility services are less than significant.

h) The project design does not conflict with adopted energy conservation plans.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

MANDATORY FINDINGS OF SIGNIFICANCE

47.	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare, or endangered plant or animal to eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐

Source: Staff review, Project Application Materials

Findings of Fact: Implementation of the proposed project would not degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife populations to drop below self sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Mitigation measures have been incorporated to protect any biological and cultural resources that may potentially exist on the site.

48.	Does the project have the potential to achieve short-term environmental goals, to the disadvantage of long-term environmental goals? (A short-term impact on the environment is one that occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)	☐	☐	☒	☐

Source: Staff review, Project Application Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Findings of Fact: The proposed project does not have the potential to achieve short-term environmental goals, to the disadvantage of long-term environmental goals. Both short-term and long-term environmental goals are being met through the mitigation placed on the project and the project design.

49.	Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects as defined in California Code of Regulations, Section 15130)?	☐	☐	☒	☐

Source: Staff review, Project Application Materials

Findings of Fact: The project does not have impacts which are individually limited, but cumulatively considerable. All cumulative impacts resulting from this project and those around it have been evaluated as part of this Initial Study and the EIR prepared for the General Plan.

50.	Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Source: Staff review, Project Application Materials

Findings of Fact: The proposed project would not result in environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly.

VI. EARLIER ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration as per California Code of Regulations, Section 15063 (c) (3) (D). In this case, a brief discussion should identify the following:

Earlier Analyses Used, if any:

RCIP

RCIP EIR

PDB05463 – Habitat Assessment, prepared by Paul A. Principe Principe & Associates, dated August 20, 2008

PD – A – 4523 – A Phase I Cultural Resource Assessment, prepared by Jean A. Keller, dated July 2008

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Location Where Earlier Analyses, if used, are available for review:

Location: County of Riverside Planning Department
4080 Lemon Street, 9th Floor
Riverside, CA 92505

Y:\Planning Case Files-Riverside office\PM35829\PM35829 EA.doc

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 MAP - DEFINITIONS RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Tentative Parcel Map No. 35829 shall be henceforth defined as follows:

TENTATIVE MAP = Tentative Parcel Map No. 35829, dated 3/21/08.

10. EVERY. 2 MAP - PROJECT DESCRIPTION RECOMMND

The land division hereby permitted proposes a Schedule H subdivision of 10.20 gross acres into two (2) residential parcels with a minimum parcel size of five (5) acres.

10. EVERY. 3 MAP - HOLD HARMLESS RECOMMND

The land divider or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside (COUNTY), its agents, officers, or employees from any claim, action, or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the TENTATIVE MAP, which action is brought within the time period provided for in California Government Code, Section 66499.37. The COUNTY will promptly notify the land divider of any such claim, action, or proceeding against the COUNTY and will cooperate fully in the defense. If the COUNTY fails to promptly notify the land divider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the land divider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the COUNTY.

BS GRADE DEPARTMENT

10.BS GRADE. 1 MAP-GIN INTRODUCTION RECOMMND

Improvement such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Grading Division conditions of approval.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

10.BS GRADE. 2 MAP-G1.2 OBEY ALL GDG REGS RECOMMND

All grading shall conform to the Uniform Building Code, Ordinance 457, and all other relevant laws, rules and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building & Safety Department.

10.BS GRADE. 3 MAP-G1.3 DISTURBS NEED G/PMT RECOMMND

Ordinance 457 requires a grading permit prior to clearing , grubbing or any top soil disturbances related to construction grading.

10.BS GRADE. 4 MAP-G1.5 EROS CNTRL PROTECT RECOMMND

Graded but undeveloped land shall provide, in addition to erosion control planting, any drainage facility deemed necessary to control or prevent erosion. Additional erosion protection may be required during the rainy season from October 15 to April 15.

10.BS GRADE. 5 MAP-G1.6 DUST CONTROL RECOMMND

All necessary measures to control dust shall be implemented by the developer during grading.

10.BS GRADE. 6 MAP-G2.1 GRADING BONDS RECOMMND

Grading in excess of 199 cubic yards will require performance security to be posted with the Building & Safety Department. Single family dwelling units graded one lot per permit and proposing to grade less than 5,000 cubic yards are exempt.

10.BS GRADE. 7 MAP-G2.5 2:1 MAX SLOPE RATIO RECOMMND

Grade slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved.

10.BS GRADE. 8 MAP-G2.6SLOPE STABL'TY ANLY RECOMMND

A slope stability report shall be submitted and approved by the County Geologist for all proposed cut or fill slopes steeper than 2:1 (horizontal to vertical) or over 30 feet in vertical height - unless addressed in a previous report.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

10.BS GRADE. 9 MAP-G2.8MINIMUM DRNAGE GRAD RECOMMND

Minimum drainage grade shall be 1% except on portland cement concrete where 0.35% shall be the minimum.

10.BS GRADE. 10 MAP-G2.11DR WAY XING NWC RECOMMND

Lots whose access is or will be affected by natural or constructed drainage facilities, shall provide drive way drainage facilities which are adequate to allow access from the street to the house during 100 year storms.

10.BS GRADE. 11 MAP-G2.12SLOPES IN FLOODWAY RECOMMND

Graded slopes which infringe into the 100 year storm flow flood way boundaries, shall be protected from erosion, or other flood hazards, by a method acceptable to the Building & Safety Departments District Grading Engineer - which may include Riverside County flood Control & Water Conservation District's review and approval. However, no graded slope will be allowed which in the professional judgment of the District Grading Engineer blocks, concentrates or diverts drainage flows.

10.BS GRADE. 12 MAP-G2.13FIRE D'S OK ON DR. RECOMMND

Driveways shall be designed in accordance with Riverside County Fire Department standards - or the governing Fire Department if not the county - and shall require their approval prior to issuance of the grading permit. Aproval shall be in the form of a conditional approval letter addressed to the related case file or by written approval from the Fire Department.

10.BS GRADE. 13 MAP-G2.21POST & BEAM LOT RECOMMND

Any lot conditioned to use post and beam design, which involves grading in excess of that required to construct the driveway, will need the Planning Department's approval prior to the issuance of a grading permit.

10.BS GRADE. 15 MAP-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

10.BS GRADE. 15 MAP-G1.4 NPDES/SWPPP (cont.) RECOMMND

with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

E HEALTH DEPARTMENT

10.E HEALTH. 1 RCWD POTABLE WATER SERVICE RECOMMND

All lots under Parcel Map#35829 are proposing Rancho California Water District (RCWD) potable water service. It is the responsibility of the developer to ensure that all requirements to obtain potable water service for each lot are met with RCWD, as well as, all other applicable agencies.

FIRE DEPARTMENT

10.FIRE. 1 MAP-#50-BLUE DOT REFLECTORS RECOMMND

Blue retroreflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.

10.FIRE. 2 MAP-#13-HYDRANT SPACING RECOMMND

An approved standard fire hydrant (6"x4"x2 1/2") shall be located within 250 feet of any portion of the lot frontage as measured along approved vehicular travelways. Minimum fire flow shall be 1000 GPM for 2-hour duration at 20 PSI.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

FLOOD RI DEPARTMENT

10.FLOOD RI. 1 MAP FLOOD HAZARD REPORT RECOMMND

Parcel Map 35829 is a proposal to subdivide 10.2 acres into 2 residential parcels (with a minimum parcel size of five acres) in the Rancho California area. The site is located on the west side of Mesa Road at the intersection with Camino Sierra Way. The site is Parcel 1 of Parcel Map29205.

Our review indicates there is a natural watercourse with a tributary drainage area of approximately 35 acres that traverses along the western property line. Another 25 acres of tributary runoff is conveyed along the eastern boundary in Mesa Road. The topography of the area consists of well-defined ridges and smaller natural watercourses that traverse the property. There is adequate area outside of the natural watercourses for building sites. The natural watercourses should be kept free of buildings and obstructions in order to maintain the natural drainage patterns of the area and to prevent flood damage to new buildings. The exhibit indicates that the existing residence and the proposed pad are located on hilltops and out of the natural watercourses.

The site is located within the bounds of the Murrieta Creek/Santa Gertrudis Valley Area Drainage Plan (ADP) for which drainage fees have been established by the Board of Supervisors. Applicable ADP fees will be due (in accordance with the Rules and Regulations for Administration of Area Drainage Plans) prior to permits for this project. Although the current fee for this ADP is $1,179 per acre (or per lot for parcels larger than one acre), the fee due will be based on the fee in effect at the time of payment. The fee is payable to the Flood Control District by cashier's check or money order only. The District will not accept personal or company checks. The drainage fee is required to be paid prior to the issuance of the grading permits or issuance of the building permits if grading permits are not issued.

PLANNING DEPARTMENT

10.PLANNING. 1 MAP - MAP ACT COMPLIANCE RECOMMND

This land division shall comply with the State of California Subdivision Map Act and to all requirements of

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

10.PLANNING. 1 MAP - MAP ACT COMPLIANCE (cont.) RECOMMND

County Ordinance No. 460, Schedule H, unless modified by the conditions listed herein.

10.PLANNING. 2 MAP - FEES FOR REVIEW RECOMMND

Any subsequent review/approvals required by the conditions of approval, including but not limited to grading or building plan review or review of any mitigation monitoring requirement, shall be reviewed on an hourly basis, or other appropriate fee, as listed in ounty Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 4 MAP - LANDSCAPE MAINTENANCE RECOMMND

The land divider, or any successor-in-interest to the land divider, shall be responsible for maintenance and upkeep of all slopes, landscaped areas and irrigation systems within the land division until such time as those operations are the responsibility of the individual home owners, a homeowners association, or any other successor-in-interest.

10.PLANNING. 8 MAP - ZONING STANDARDS RECOMMND

Lots created by this TENTATIVE MAP shall be in conformance with the development standards of the Light Agriculture - 5 Acre Minimum (A-1-5) zone.

10.PLANNING. 9 MAP - 90 DAYS TO PROTEST RECOMMND

The project applicant has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, the imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of the approval or conditional approval of this project.

10.PLANNING. 11 MAP - OFFSITE SIGNS ORD 679.4 RECOMMND

No offsite subdivision signs advertising this land division/development are permitted, other than those allowed under Ordinance No. 679.4. Violation of this condition of approval may result in no further permits of any type being issued for this subdivision until the unpermitted signage is removed.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

10.PLANNING. 13 MAP - ORD 810 OPN SPACE FEE RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 810, which requires payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 810 has been established to set forth policies, regulations and fees related to the funding and acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this Ordinance.

The fee shall be paid for each residential unit to be constructed within this land division.

In the event Riverside County Ordinance No. 810 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 810 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

10.PLANNING. 14 MAP - ORD NO. 659 (DIF) RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and construction of facilities necessary to address the direct and cummulative environmental effects generated by new development projects described and defined in this Ordinance, and it establishes the authorized uses of the fees collected.

The fee shall be paid for each residential unit to be constructed within this land division. In the event Riverside County Ordinance No. 659 is recinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

10.PLANNING. 16 MAP - SUBMIT BUILDING PLANS RECOMMND

The developer shall cause building plans to be submitted to the TLMA- Land Use Section for review by the Department of Building and Safety - Plan Check Division. Said plans shall be in conformance with the approved TENTATIVE MAP.

10.PLANNING. 17 MAP - IF HUMAN REMAINS FOUND RECOMMND

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a resonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning thetreatment of the remains as provided in Public Resources Code Section 5097.98.

10.PLANNING. 18 MAP - INADVERTENT ARCHAEO FIND RECOMMND

If during ground disturbance activities, unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environemntal assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

1. All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the Native American tribal respresentative and the Planning Director to discuss the significance of the find.

2. At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American tribal representative and the archaeologist, a

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

10. GENERAL CONDITIONS

10.PLANNING. 18 MAP - INADVERTENT ARCHAEO FIND (cont.) RECOMMND

decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

3. Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

TRANS DEPARTMENT

10.TRANS. 2 MAP - DRAINAGE 2 RECOMMND

The land divider shall accept and properly dispose of all off-site drainage flowing onto or through the site. In the event the Transportation Department permits the use of streets for drainage purposes, the provisions of Article XI of Ordinance No. 460 will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, the subdivider shall provide adequate drainage facilities and/or appropriate easements as approved by the Transportation Department.

10.TRANS. 3 MAP - NO ADD'L ON-SITE R-O-W RECOMMND

No additional on-site right-of-way shall be required on Mesa Road since adequate right-of-way exists, per PM 200/2.

10.TRANS. 4 MAP - NO ADD'L ROAD IMPRVMNTS RECOMMND

No additional road improvements will be required at this time along Mesa Road due to existing improvements.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 2 MAP - EXPIRATION DATE RECOMMND

The conditionally approved TENTATIVE MAP shall expire three (3) years after the County of Riverside Board of Supervisors original approval date, unless extended as provided by County Ordinance No. 460. Action on a minor change and/or revised map request shall not extend the

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

20. PRIOR TO A CERTAIN DATE

20.PLANNING. 2 MAP - EXPIRATION DATE (cont.) RECOMMND

time limits of the originally approved TENTATIVE MAP. A Land Management System (LMS) hold shall be placed on the TENTATIVE MAP, and a LMS hold shall be placed on any subsequent minor change or revised map, which shall be set to take effect on the expiration date. The LMS hold effective date shall be extended in accordance with any permitted extensions of time. The LMS hold shall be downgraded to a LMS notice upon recordation of the the first phase of the TENTATIVE MAP. The LMS hold or notice shall remain in effect until the recordation of the final phase of the TENTATIVE MAP. If the TENTATIVE MAP expires before the recordation of the final phase the LMS hold or notice shall remain in effect and no further FINAL MAP recordation shall be permitted.

50. PRIOR TO MAP RECORDATION

FIRE DEPARTMENT

50.FIRE. 1 MAP-#64-ECS-DRIVEWAY ACCESS RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: Driveways exceeding 150' in length, but less than 800' in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800', turnouts shall be provided no more than 400' apart. Turnouts shall be a minimum of 10' wide and 30' in length, with a minimum 25' taper on each end. A approved turnaround shall be provided at all building sites on driveways over 150 feet in length, and shall be within 50' of the building.

50.FIRE. 2 MAP-#73-ECS-DRIVEWAY REQUIR RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: Access will not have an up, or downgrade of more than 15%.(access will not be less than 20 feet in width per the 2001 UFC, Article 9, Section 902.2.2.1) and will have a vertical clearance of 15'. Access will be designed to withstand the weight of 60 thousand pounds over 2 axles. Access will have a turning radius of 38 feet capable of accommodating fire apparatus.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

50. PRIOR TO MAP RECORDATION

50.FIRE. 3 MAP-#53-ECS-WTR PRIOR/COMBUS RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.

50.FIRE. 4 MAP-#59-ECS-HYDR REQUIR RECOMMND

Ecs map must be stamped by the Riverside County Surveyor with the following note: Should the applicant or developer choose to defer the fire protection requirements, an Environmental Constraint Sheet shall be filed with the final map containing the following: Prior to the issuance of a building permit, the applicant or developer shall provide written certification from the water company that a standard fire hydrant(s) (6"x4"x2 1/2") exist, within 250 feet of any portion of the lot frontage as measured along approved vehicular travelways; or that financial arrangements have been made to provide hydrant(s)

FLOOD RI DEPARTMENT

50.FLOOD RI. 2 MAP SUBMIT ECS & FINAL MAP RECOMMND

A copy of the environmental constraint sheet and the final map shall be submitted to the District for review and approval. All submittals shall be date stamped by the engineer and include the appropriate plan check fee.

50.FLOOD RI. 8 MAP ADP FEES RECOMMND

A notice of drainage fees shall be placed on the environmental constraint sheet and final map. The exact wording of the note shall be as follows:

NOTICE OF DRAINAGE FEES

Notice is hereby given that this property is located in the Murrieta Creek/Santa Gertrudis Valley Area Drainage Plan which was adopted by the Board of Supervisors of the County of Riverside pursuant to Section 10.25 of Ordinance 460 and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

50. PRIOR TO MAP RECORDATION

50.FLOOD RI. 8 MAP ADP FEES (cont.) RECOMMND

Notice is further given that, pursuant to Section 10.25 of Ordinance 460, payment of the drainage fees shall be paid with cashier's check or money order only to the Riverside County Flood Control and Water Conservation District at the time of issuance of the grading or building permit for said parcels, whichever occurs first, and that the owner of each parcel, at the time of issuance of either the grading or building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

PLANNING DEPARTMENT

50.PLANNING. 1 MAP - PREPARE A FINAL MAP RECOMMND

After the approval of the TENTATIVE MAP and prior to the expiration of said map, the land divider shall cause the real property included within the TENTATIVE MAP, or any part thereof, to be surveyed and a FINAL MAP thereof prepared in accordance with the current County Transportation Department - Survey Division requirements, the conditionally approved TENTATIVE MAP, and in accordance with Article IX of County Ordinance No. 460.

50.PLANNING. 2 MAP - SURVEYOR CHECK LIST RECOMMND

The County Transportation Department - Survey Division shall review any FINAL MAP and ensure compliance with the following:

A. All lots on the FINAL MAP shall be in substantial conformance with the approved TENTATIVE MAP relative to size and configuration.

B. All lots on the FINAL MAP shall have a minimum lot size of 5 gross acres.

C. All lot sizes and dimensions on the FINAL MAP shall be in conformance with the development standards of the A-1-5 zone, and with the Riverside County Integrated Project (RCIP).

D. All lots on the FINAL MAP shall comply with the length to width ratios, as established by Section 3.8.C. of County Ordinance No. 460.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

50. PRIOR TO MAP RECORDATION

50.PLANNING. 13 MAP - FINAL MAP PREPARER RECOMMND

The FINAL MAP shall be prepared by a licensed land surveyor or registered civil engineer.

50.PLANNING. 14 MAP - ECS SHALL BE PREPARED RECOMMND

The land divider shall prepare an Environmental Constraints Sheet (ECS) in accordance with Section 2.2. E. & F. of County Ordinance No. 460, which shall be submitted as part of the plan check review of the FINAL MAP.

50.PLANNING. 17 MAP - ECS NOTE RIGHT-TO-FARM RECOMMND

The following Environmental Constraints Note shall be placed on the ECS:

"Lot Nos. 1-2, as shown on the TENTATIVE MAP, are located partly or wholly within, or within 300 feet of, land zoned for primarily agricultural purposes by the County of Riverside. It is the declared policy of the County of Riverside that no agricultural activity, operation, or facility, or appurtenance thereof, conducted or maintained for commercial purposes in the unincorporated area of the County, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three (3) years, if it wasn't a nuisance at the time it began. The term "agricultural activity, operation or facility, or appurtenances thereof" includes, but is not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any apiculture, or horticulture, the raising of livestock, fur bearing animals, fish or poultry, and any practices performed by a farmer or on a farm as incident to, or in conjunction with, such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market."

In the event the number of lots, or the configuration of lots, of the FINAL MAP differs from that shown on the approved TENTATIVE MAP, the actual language used above shall reflect those lots which are partly or wholly within 300 feet of agriculturally zoned (A-1, A-2, A-P, A-D) properties.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

50. PRIOR TO MAP RECORDATION

50.PLANNING. 19 MAP - COMPLY WITH ORD 457 RECOMMND

The land divider shall provide proof to the County Planning Department - Land Use Division that all structures for human occupancy presently existing and proposed for retention comply with Ordinance No. 457.

50.PLANNING. 20 MAP - AG/DAIRY NOTIFICATION RECOMMND

The land divider shall submit a detailed proposal for the notification of all initial and future purchasers of dwelling units within the subject project of the existence of dairies and/or other agricultural uses within the vicinity of the property and potential impacts resulting from those uses. Said notification shall be in addition to any notice required by Ordinance No. 625 (Riverside County Right-to-Farm Ordinance).

Said approved notification shall be provided to all initial and all future purchasers of dwelling units within the subject project.

50.PLANNING. 21 MAP - FEE BALANCE RECOMMND

Prior to recordation, the Planning Department shall determine if the deposit based fees for the TENTATIVE MAP are in a negative balance. If so, any unpaid fees shall be paid by the land divider and/or the land divider's successor-in-interest.

50.PLANNING. 23 MAP - AG PRES CANCEL (1) RECOMMND

Prior to recordation of a final map, the Board of Supervisors shall have issued a Certificate of Final Cancellation for Agricultural Preserve Case No. 999, located within Rancho California Agricultural Preserve No. 2, Map No. 72, and shall have adopted a resolution diminishing the subject property from said agricultural preserve. Compliance with this condition will satisfy a similar condition applied to this project within the 60. Series titled "MAP - AG PRES CANCEL (2)."

50.PLANNING. 24 MAP - ECS NOTE MT PALOMAR LIGH RECOMMND

The following Environmental Constraints Note shall be placed on the ECS:

"This property is subject to lighting restrictions as

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

50. PRIOR TO MAP RECORDATION

50.PLANNING. 24 MAP - ECS NOTE MT PALOMAR LIGH (cont.) RECOMMND

required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655."

50.PLANNING. 25 MAP - QUIMBY FEES (1) RECOMMND

The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the County Service Area No. 152 which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.

TRANS DEPARTMENT

50.TRANS. 3 MAP - EASEMENT RECOMMND

Any easement not owned by a public utility, public entity or subsidiary, not relocated or eliminated prior to final map approval, shall be delineated on the final map in addition to having the name of the easement holder, and the nature of their interests, shown on the map.

50.TRANS. 4 MAP - ACCESS RESTRICTION RECOMMND

Lot access shall be restricted on Mesa Road and so noted on the final map, with the exception of two (2) 20' driveways as shown on tentative Parcel Map 35829, in order to provide access to parcels 1 and 2.

60. PRIOR TO GRADING PRMT ISSUANCE

BS GRADE DEPARTMENT

60.BS GRADE. 1 MAP-G2.4GEOTECH/SOILS RPTS RECOMMND

Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the Building and Safety Department's Grading Division for review and approval prior to issuance of a grading permit.

All grading shall be in conformance with the

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 1 MAP-G2.4GEOTECH/SOILS RPTS (cont.) RECOMMND

recommendations of the geotechnical/soils reports as approved by Riverside County.*

*The geotechnical/soils, compaction and inspection reports will be reviewed in accordance with the RIVERSIDE COUNTY GEOTECHNICAL GUIDELINES FOR REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS.

60.BS GRADE. 2 MAP-G2.7DRNAGE DESIGN Q100 RECOMMND

All grading and drainage shall be designed in accordance with Riverside County Flood Control & Water Conservation District's conditions of approval regarding this application. If not specifically addressed in their conditions, drainage shall be designed to accommodate 100 year storm flows.

Additionally, the Building and Safety Department's conditional approval of this application includes an expectation that the conceptual grading plan reviewed and approved for it complies or can comply with any WQMP (Water Quality Management Plan) required by Riverside County Flood Control and Water Conservation District.

60.BS GRADE. 3 MAP-G2.14OFFSITE GDG ONUS RECOMMND

Prior to the issuance of a grading permit, it shall be the sole responsibility of the owner/applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed.

60.BS GRADE. 4 MAP-G1.4 NPDES/SWPPP RECOMMND

Prior to issuance of any grading or construction permits - whichever comes first - the applicant shall provide the Building and Safety Department evidence of compliance with the following: "Effective March 10, 2003 owner operators of grading or construction projects are required to comply with the N.P.D.E.S. (National Pollutant Discharge Elimination System) requirement to obtain a construction permit from the State Water Resource Control Board (SWRCB). The permit requirement applies to grading and construction sites of "ONE" acre or larger. The owner operator can comply by submitting a "Notice of Intent" (NOI), develop and implement a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and a monitoring program and reporting plan for the

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

60. PRIOR TO GRADING PRMT ISSUANCE

60.BS GRADE. 4 MAP-G1.4 NPDES/SWPPP (cont.) RECOMMND

construction site. For additional information and to obtain a copy of the NPDES State Construction Permit contact the SWRCB at (916) 657-1146.

Additionally, at the time the county adopts, as part of any ordinance, regulations specific to the N.P.D.E.S., this project (or subdivision) shall comply with them.

60.BS GRADE. 5 MAP IMPORT/EXPORT RECOMMND

In instances where a grading plan involves import or export, prior to obtaining a grading permit, the applicant shall have obtained approval for the import/export location from the Building and Safety department. If an Environmental Assessment, prior to issuing a grading permit, did not previously approve either location, a Grading Environmental Assessment shall be submitted to the Planning Director and the Environmental Programs Director for review and comment and to the Building and Safety Department Director for approval. Additionally, if the movement of import/export occurs using county roads, review and approval of the haul routes by the Transportation Department will be required.

FLOOD RI DEPARTMENT

60.FLOOD RI. 2 MAP ADP FEES RECOMMND

Parcel Map 35829 is located within the limits of the Murrieta Creek/Santa Gertrudis Valley Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

60. PRIOR TO GRADING PRMT ISSUANCE

PLANNING DEPARTMENT

60.PLANNING. 4 MAP - SLOPE GRADING TECHNIQUES RECOMMND

The land divider/permit holder shall cause grading plans to be prepared which show all cut slopes located adjacent to ungraded natural terrain and exceed ten (10) feet in vertical height to be contour-graded incorporating the following grading techniques:

1. The angle of the graded slope shall be gradually adjusted to the angle of the natural terrain.

2. Angular forms shall be discouraged. The graded form shall reflect the natural rounded terrain.

3. The toes and tops of slopes shall be rounded with curves with radii designed in proportion to the total height of the slopes where drainage and stability permit such rounding.

4. Where cut and/or fill slopes exceed 300 feet in horizontal length, the horizontal contours of the slope shall be curved in a continuous, undulating fashion.

60.PLANNING. 16 MAP - SKR FEE CONDITION RECOMMND

Prior to the issuance of a grading permit, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 10.2 acres (gross) in accordance with the TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 17 MAP - FEE BALANCE RECOMMND

Prior to issuance of grading permits, the Planning Department shall determine if the deposit based fees are in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

60.PLANNING. 18 MAP - GRADING PLAN REVIEW RECOMMND

The land divider/permit holder shall cause a plan check application for a grading plan to be submitted to the ounty T.L.M.A - Land Use Division for review by the County Department of Building and Safety - Grading Division. Said grading plan shall be in conformance with the approved tentative map, in ompliance with County Ordinance No. 457, and the conditions of approval for the tentative map.

60.PLANNING. 19 MAP - AG PRES CANCEL (2) RECOMMND

Prior to issuance of a grading permit, the Board of Supervisors shall have issued a Certificate of Final Cancellation for Agricultural Preserve Case No. 999, located within Rancho California Agricultural Preserve No. 2, Map No. 72, and shall have adopted a resolution diminishing the subject property from the boundaries of said agricultural preserve. Compliance with this condition will satisfy a similar condition applied to this project within the 50. Series titled "MAP - AG PRES CANCEL (1)"

60.PLANNING. 20 MAP - NATIVE AM. MONITORING RECOMMND

Tribal monitor(s) from the appropriate Native American Tribe(s) shall be required on-site during all ground disturbing activities, including grading, stockpiling of materials, engineered fill, rock crushing, etc. The land divider/permit holder shall retain a qualified tribal monitor from the Soboba Band of Lusieno Indians, pursuant their letter dated March 26, 2008.
Prior to issuance of a grading permit, the developer shall submit a copy of a signed contract between the the above mentioned Tribe and the land divider/permit holder for the monitoring of the project, and which addresses the treatment of cultural resources, to the Planning Department and to the Department of Building and Safety. The Native American Monitor(s) shall have the authority to temporarily divert, redirect or halt the ground disturbance activities to allow recovery of cultural resources, in coordination with the Project Archaeologist.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

60. PRIOR TO GRADING PRMT ISSUANCE

60.PLANNING. 21 MAP - ARCHAEOLOGIST RETAINED RECOMMND

Prior to the issuance of rough grading permits, a qualified archaeologist (pursuant to the Secretary of the Interior's standards and County guidelines) shall be retained by the land divider for archaeological monitoring and mitigation services for the proposed grading with respect to potential impacts to subsurface archaeological and/or cultural resources. A pre-grade meeting between the archaeologist, the Native American tribal representative(s), and the excavation and grading contractor shall take place to discuss appropriate grading and ground disturbing methods within and around those archaeologically and culturally sensitive areas within the project. During grading operations, when deemed necessary in the professional opinion of the retained archaeologist (and/or as determined by the Planning Director), the archaeologist, the archaeologist's on-site representative(s) and the Native American tribal respresentative(s) shall actively monitor all project related grading and shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of archaeological and/or cultural resources.
Prior to the issuance of grading permits, a copy of a fully executed contract for archaeological monitoring and mitigation services, including the NAME, ADDRESS and TELEPHONE NUMBER of the retained archaeologist shall be submitted to the Planning Department and the B&S Grading Division.

60.PLANNING. 22 MAP - CULTURAL RES. DISP. AG. RECOMMND

Prior to grading permit issuance, the applicant shall provide the Planning Director evidence of a fully executed agreement with an appropriate curation facility that addresses the treatment and disposition of all cultural resources impacted as a result of the development. The Developer shall relinquish ownership of all cultural resources, including all archaeological artifacts that are of Native American origin, found in the project area to the approved curation facility for proper treatment and disposition upon submittal of the Phase IV Archaeological Monitoring Report to the County Archaeologist.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

80. PRIOR TO BLDG PRMT ISSUANCE

BS GRADE DEPARTMENT

80.BS GRADE. 1 MAP-G3.1NO B/PMT W/O G/PMT RECOMMND

Prior to issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the Grading Divisin of the Building and Safety Department.

E HEALTH DEPARTMENT

80.E HEALTH. 1 ENV HEALTH CLEARANCE REQUIRED RECOMMND

Department of Environmental Health (DEH) will accept for review the proposed use of an Onsite Wastewater Treatment System (OWTS) for proposed Parcel#2 of Tract Map#35829 based on Kevin Bresnahan, P.E., Soils Percolation Test dated 1-30-08. Parcel#1 has an existing primary dwelling currently connected to its own dedicated OWTS.

Upon building submittal, the applicant must submit to DEH at least three copies of detailed contoured plot plans wet stamped and signed by the Professional of Record, Kevin Bresnahan, P.E., drawn to an appropriate scale showing the location of all applicable detail as required in the DEH Technical Manual.

If grading is proposed, the applicant must show all pertinent detail on scaled Precise Grading Plans wet stamped and signed by Kevin Bresnahan, P.E. Please note that any significant grading at the proposed OWTS area may require further soils percolation testing and/or engineering.

Furthermore, a floor plan of the proposed structure showing all proposed plumbing fixtures must also be submitted to DEH for review to ensure proper septic tank sizing.

80.E HEALTH. 2 DEH SITE EVALUATION REQUIRED RECOMMND

Department of Environmental Health (DEH) site evaluation is required. The applicant must ensure that the groundwater detection boring (4" perforated pipe installed at a depth that extends at least 10 feet below the proposed leach line trench bottom) is installed for DEH staff to evaluate.

In addition, the applicant must ensure that the job property is clearly identified with a durable placard delineating the site address or APN# as well as ensure that all property corners are clearly staked or marked.

**Please note that if groundwater encroachment is observed,

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

80. PRIOR TO BLDG PRMT ISSUANCE

80.E HEALTH. 2 DEH SITE EVALUATION REQUIRED (cont.) RECOMMND

further engineering may be required.**

FIRE DEPARTMENT

80.FIRE. 1 MAP-#50B-HYDRANT SYSTEM RECOMMND

Prior to the release of your installation, site prep and/or building permits from Building and Safety. Written certification from the appropriate water district that the required fire hydrant(s) are either existing or that financial arrangements have been made to provide them.

Also a map or APN page showing the location of the fire

hydrant and access to the property.

FLOOD RI DEPARTMENT

80.FLOOD RI. 2 MAP ADP FEES RECOMMND

Parcel Map 35829 is located within the limits of the Murrieta Creek/Santa Gertrudis Valley Area Drainage Plan for which drainage fees have been adopted.

Drainage fees shall be paid with cashier's check or money order only to the District at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels and may be paid, at the option of the land owner, in pro rata amounts. The amount of the drainage fee required to be paid shall be the amount that is in effect for the particular Area Drainage Plan at the time of issuance of the grading permits or issuance of the building permits if grading permits are not issued.

PLANNING DEPARTMENT

80.PLANNING. 8 MAP - SCHOOL MITIGATION RECOMMND

Impacts to the Temecula Valley Unified School District shall be mitigated in accordance with California State law.

80.PLANNING. 10 MAP - FEE BALANCE RECOMMND

Prior to issuance of building permits, the Planning Department shall determine if the deposit based fees are

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 10 MAP - FEE BALANCE (cont.) RECOMMND

in a negative balance. If so, any outstanding fees shall be paid by the applicant/developer.

90. PRIOR TO BLDG FINAL INSPECTION

PLANNING DEPARTMENT

90.PLANNING. 6 MAP - SKR FEE CONDITION RECOMMND

Prior to the issuance of a certificate of occupancy, or upon building permit final inspection, whichever comes first, the land divider/permit holder shall comply with the provisions of Riverside County Ordinance No. 663, which generally requires the payment of the appropriate fee set forth in that ordinance. The amount of the fee required to be paid may vary, depending upon a variety of factors, including the type of development application submitted and the applicability of any fee reduction or exemption provisions contained in Riverside County Ordinance No. 663. Said fee shall be calculated on the approved development project which is anticipated to be 10.2 acres (gross) in accordance with TENTATIVE MAP. If the development is subsequently revised, this acreage amount may be modified in order to reflect the revised development project acreage amount. In the event Riverside County Ordinance No. 663 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 663 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required.

90.PLANNING. 7 MAP - ARCHO MONITORING REPORT RECOMMND

Prior to Final Inspection, the applicant shall submit to the County Archaeologist one certified paper copy and two (2) PDF formatted CD copies of the Phase IV Cultural Resources Monitoring Report. The report shall follow the posted report scope of work on the TLMA website and be certified by a County Registered Archaeologist.

PARCEL MAP Parcel Map #: PM35829 Parcel: 924-040-007

90. PRIOR TO BLDG FINAL INSPECTION

TRANS DEPARTMENT

90.TRANS. 1 MAP - WRCOG TUMF RECOMMND

Prior to the issuance of an occupancy permit, the project proponent shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of issuance, pursuant to Ordinance No. 824.

LAND DEVELOPMENT COMMITTEE
INITIAL CASE TRANSMITTAL
RIVERSIDE COUNTY PLANNING DEPARTMENT - RIVERSIDE
P.O. Box 1409
Riverside, CA 92502-1409

DATE: March 24, 2008

TO:

Transportation Dept.-Jim Knutson
Environmental Health Dept.
Flood Control Dist.
Fire Department
Dept. of Bldg. & Safety (Grading)
Regional Parks & Open Space Dist.
Co. Geologist
Environmental Programs Dept.
P.D. Trails Coordinator-J. Jolliffe
Riv. Transit Agency
Riv. Sheriffs Dept.
Riv. Waste Management Dept.
CSA 152 c/o EDA
Riv. ALUC-John Guerin
Supervisor Stone
Commissioner Petty
Temecula Valley Unified School Dist.
Verizon
SCE
Southern California Gas
EIC "Attachment A"
RCWD
Archeology-Leslie Mouriquand

GENERAL PLAN AMENDMENT NO. 1048, CHANGE OF ZONE NO. 7640 AND TENTATIVE PARCEL MAP NO. 35829 – EA41890 – Applicant: ED Slabaugh – Engineer/Representative: CG Consulting - Third Supervisorial District – Rancho California Zoning Area - Southwest Area Plan: Rural Community: Rural Mountainous (RC: RM) (10 Acre Minimum) – Location: Northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road – 10.20 Gross Acres - Zoning: Light Agriculture -10 Acre Minimum (A-1-10) - **REQUEST:** The General Plan Amendment proposes to amend the existing land use designation from Rural Community: Rural Mountainous (RC: RM) (10 Acre Minimum) to Rural Community: Rural Residential (RC: RR) (5 Acre Minimum). The change of zone proposes to change the zoning classification from Light Agriculture - 10 Acre Minimum (A-1-10) to Light Agriculture - 5 Acre Minimum (A-1-5). The parcel map is a Schedule H subdivision of 10.20 acres into two (2) residential parcels with a minimum parcel size of five (5) acres – APN: 924-040-007

Please review the attached exhibit(s) for the above-described project. This case is scheduled for a **LDC Meeting on April 17, 2008**. All County Agencies and Departments, please have draft conditions in the Land Management System by the above date. If you cannot clear the exhibit, please have corrections in the system and DENY the routing. Once the route is complete, and the approval screen is approved with or without corrections, the case can be scheduled for a public hearing. All other agencies, please have your comments/conditions to the Planning Department as soon as possible. Your comments/recommendations/ conditions are requested so that they may be incorporated in the staff report for this particular case.

Should you have any questions regarding this item, please do not hesitate to contact **Alisa Krizek,** Project Planner, at **(951) 955-9075** or email at akrizek@RCTLMA.org / **MAILSTOP# 1070**.

COMMENTS:

DATE: _____ SIGNATURE: _____

PLEASE PRINT NAME AND TITLE: _____

TELEPHONE: _____

If you do not include this transmittal in your response, please include a reference to the case number and project planner's name. Thank you.

Rancho Water

April 17, 2008

Alisa Krizek, Case Planner
Riverside County Planning Department
Post Office Box 1409
Riverside, CA 92502-1409

SUBJECT: WATER AVAILABILITY
TENTATIVE PARCEL MAP NO. 35829
PARCEL NO. 1 OF PARCEL MAP NO. 29205
APN 924-040-007
[CG CONSULTING]

Please be advised that the above-referenced project/property is located within the boundaries of Rancho California Water District (RCWD) and fronts an existing 14-inch diameter water pipeline within Mesa Road.

Water service to the project would be available upon the completion of financial arrangements between RCWD and the property owner. The project proponent should contact RCWD for fees and requirements.

In addition, water availability is contingent upon the property owner(s) destroying all on-site wells and signing an Agency Agreement that assigns water management rights, if any, to RCWD. Sewer service to the subject project, if available, would be provided by Eastern Municipal Water District.

If you should have any questions or need additional information, please contact an Engineering Services Representative at this office at (951) 296-6900.

Sincerely,

RANCHO CALIFORNIA WATER DISTRICT

Corey F. Wallace, P.E.
Engineering Manager

cc: Laurie Williams, Engineering Services Supervisor

08\CW:at035\FEG

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Director of Planning
Jeffrey D. Armstrong
Controller
Kelli E. Garcia
District Secretary
C. Michael Cowett
Best Best & Krieger LLP
General Counsel

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.floodcontrol.co.riverside.ca.us

118795_4

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

April 15, 2008

Riverside County
Planning Department
County Administrative Center
Riverside, California

Attn: Alisa Krizek

Ladies and Gentlemen:

Re: Change of Zone 07640
Area: Rancho California

We have reviewed this case and have the following comments:

The proposed zoning is consistent with existing flood hazards. Some flood control facilities or floodproofing may be required to fully develop to the implied density.

Questions concerning this matter may be referred to Michele Martin of this office at 951.955.1320.

Very truly yours,

MEKBIB DEGAGA
Senior Civil Engineer

MMM:blj

NOTICE OF PUBLIC HEARING
and
INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

A PUBLIC HEARING has been scheduled, pursuant to Riverside County Land Use and Subdivision Ordinance Nos. 348 460, before the **RIVERSIDE COUNTY** PLANNING COMMISSION to consider the project shown below:

GENERAL PLAN AMENDMENT NO. 1048 / CHANGE OF ZONE NO. 7640 / TENTATIVE PARCEL MAP NO. 35829 – Intent to Adopt a Mitigated Negative Declaration – Applicant: ED Slabaugh – Engineer/Representative: CG Consulting - Third Supervisorial District – Rancho California Zoning Area - Southwest Area Plan: Rural: Rural Mountainous (R: RM) (10 Acre Minimum) – Location: Northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road – 10.20 Gross Acres - Zoning: Light Agriculture -10 Acre Minimum (A-1-10) - **REQUEST:** The General Plan Amendment proposes to amend the existing land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum). The change of zone proposes to change the zoning classification from Light Agriculture - 10 Acre Minimum (A-1-10) to Light Agriculture - 5 Acre Minimum (A-1-5). The parcel map proposes a Schedule H subdivision of 10.20 acres into two (2) residential lots with a minimum lot size of five (5) acres – APN: 924-040-007. (Legislative)

TIME OF HEARING:	9:00 a.m. or as soon as possible thereafter.
DATE OF HEARING:	February 4, 2009
PLACE OF HEARING:	RIVERSIDE COUNTY ADMINISTRATIVE CENTER BOARD CHAMBERS, 1ST FLOOR 4080 LEMON STREET RIVERSIDE, CA 92501

For further information regarding this project, please contact Alisa Krizek, at 951-955-9075 or e-mail akrizek@rctlma.org, or go to the County Planning Department's Planning Commission agenda web page at http://www.tlma.co.riverside.ca.us/planning/content/hearings/pc/current_pc.html.

The Riverside County Planning Department has determined that the above project will not have a significant effect on the environment and has recommended adoption of a mitigated negative declaration. The Planning Commission will consider the proposed project and the proposed mitigated negative declaration, at the public hearing. The case file for the proposed project and the proposed mitigated negative declaration may be viewed Monday through Friday, 8:30 a.m. to 4:30 p.m., (with the exception of Noon-1:00 p.m. and holidays) at the County of Riverside Planning Department, 4080 Lemon Street, 9th Floor, Riverside, CA 92502. For further information or an appointment, contact the project planner.

Any person wishing to comment on a proposed project may do so, in writing, between the date of this notice and the public hearing or appear and be heard at the time and place noted above. All comments received prior to the public hearing will be submitted to the Planning Commission, and the Planning Commission will consider such comments, in addition to any oral testimony, before making a decision on the proposed project.

If you challenge this project in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. Be advised that, as a result of public hearings and comment, the Planning Commission may amend, in whole or in part, the proposed project. Accordingly, the designations, development standards, design or improvements, or any properties or lands, within the boundaries of the proposed project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:
RIVERSIDE COUNTY PLANNING DEPARTMENT
Attn: Alisa Krizek, P.O. Box 1409, Riverside, CA 92502-1409

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN, certify that on 11/7/08,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers PM 35829/GPA1048/CZ7640 For

Company or Individual's Name Planning Department,

Distance buffered ~~600'~~ 1200'.

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Vinnie Nguyen Checked By Vanessa 11/7/08

TITLE GIS Analyst

ADDRESS: 4080 Lemon Street 2nd Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

1200 foot buffer

Selected parcel(s):

915-370-037	915-370-043	915-370-046	915-370-047	915-370-048	915-370-070	924-020-003
924-020-013	924-020-015	924-030-001	924-040-001	924-040-007	924-040-008	924-040-012
924-050-001	924-050-002	924-050-003	924-050-004	924-050-005	924-050-006	924-050-007
924-050-008	924-050-011	924-050-012	924-050-025	924-050-026	924-050-027	924-050-028
924-050-029	924-060-003	924-060-004	924-060-005	924-060-012	924-070-013	924-070-015
	924-070-016	924-270-004	924-270-016	924-270-017	924-270-019	

IMPORTANT
This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

MAP PRINTED ON...11/7/2008

APN: 915370037 ASMT: 915370037
LARRY S SUTTON
38425 CALLE JOJOBA
TEMECULA CA 92592

APN: 915370043 ASMT: 915370043
MELVIN A MOORE
P O BOX 293
DANA POINT CA 92629

APN: 915370046 ASMT: 915370046
GERALD ALLEN SMITH
PAMELA ANN SMITH
38521 CELITA
TEMECULA CA. 92592

APN: 915370047 ASMT: 915370047
ERNEST S BROWNE
CAROLE A BROWNE
38515 CALLE JOJOBA
TEMECULA CA. 92592

APN: 915370048 ASMT: 915370048
MILTON L ALBERTS
ROSALYN ALBERTS
38540 CELITA CIR
TEMECULA CA. 92592

APN: 915370070 ASMT: 915370070
SELMA L LESSER
38212 CALLE JOJOBA
TEMECULA CA 92591

APN: 924020003 ASMT: 924020003
DINESH KUMAR
ASHA R KUMAR
820 W SERVICE AVE
WEST COVINGA CA 91790

APN: 924020013 ASMT: 924020013
MICHAEL A SHIRLEY
37900 RIO RD
TEMECULA CA. 92592

APN: 924020015 ASMT: 924020015
DEBORAH M HERBRANDSON
37951 MESA RD
TEMECULA CA 92592

APN: 924030001 ASMT: 924030001
RP ENTERPRISE
C/O RANDALL ROSKAMP
244 W ESPLANADE
SAN CLEMENTE CA 92672

APN: 924040001 ASMT: 924040001
DAVID S WENDRUCK
ANDREA H WENDRUCK
1292 SAGEWOOD DR
OCEANSIDE CA 92056

APN: 924040007 ASMT: 924040007
EDWARD J SLABAUGH
SHARON D SLABAUGH
38245 MESA RD
TEMECULA CA. 92592

APN: 924040008 ASMT: 924040008
DAN MCLAUGHLIN
COLLEEN MCLAUGHLIN
37730 ROBERTSON WAY
TEMECULA CA 92592

APN: 924040012 ASMT: 924040012
JOHN MCLAUGHLIN
32540 LAMA CT
TEMECULA CA 92592

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APN: 924050001 ASMT: 924050001
KENNETH PYMM
JENNIFER PYMM
38333 MESA RD
TEMECULA CA. 92592

APN: 924050002 ASMT: 924050002
PATRICK J DAVIS
JILL C DAVIS
37970 MESA RD
TEMECULA CA. 92592

APN: 924050003 ASMT: 924050003
PAUL PETRELLA
ESTHER V PETRELLA
P O BOX 381215
CLINTON MI 48038

APN: 924050004 ASMT: 924050004
LUIS SILVA
MAIVELI SILVA
38350 MESA RD
TEMECULA CA. 92592

APN: 924050005 ASMT: 924050005
DAVID G BAILEY
MARGARET T BAILEY
38300 MESA RD
TEMECULA CA. 92592

APN: 924050006 ASMT: 924050006
CARY RUKASIN
CAPISTRANO ENTERPRISES
CARPENTER GROUP
CARNIVAL ENTERPRISES, ETAL.
C/O CAPISTRANO ENTERPRISES
37775 CAMINO SIERRA
TEMECULA CA. 92592

APN: 924050007 ASMT: 924050007
MICHAEL K D VOYE
MICHELLE C VOYE
38220 MESA RD
TEMECULA CA 92591

APN: 924050008 ASMT: 924050008
DONALD L MARTIN
PATRICIA S MARTIN
12132 WOODLAWN
SANTA ANA CA 92705

APN: 924050011 ASMT: 924050011
JAY REEVES
SUSAN REEVES
38203 SENECA CIR
TEMECULA CA. 92592

APN: 924050012 ASMT: 924050012
STEVE W MCLAIN
LINDA A MCLAIN
38200 SENECA CIR
TEMECULA CA. 92592

APN: 924050025 ASMT: 924050025
SAMMY LARA
CONSUELO LARA
12736 GRAYSTONE AVE
NORWALK CA 90650

APN: 924050026 ASMT: 924050026
RAFAEL NAVARRO
RENEL NAVARRO
38025 CAMINO SIERRA RD
TEMECULA CA. 92592

APN: 924050027 ASMT: 924050027
BRETT ANDREWS
38050 CAMINO SIERRA RD
TEMECULA CA 92592

APN: 924050028 ASMT: 924050028
GRETCHEN S ADKINS
336 WEST END AVE NO 9C
NEW YORK CITY NY 10023

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AVERY® 5962™
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APN: 924050029 ASMT: 924050029
ALEXANDER A BOREL
37760 BOREL ST
MURRIETA CA 92563

APN: 924060003 ASMT: 924060003
MARIA A RABRENOVICH
P O BOX 890876
TEMECULA CA 92589

APN: 924060004 ASMT: 924060004
ANTHONY C GURROLA
ALEYDA C GURROLA
37812 DOROTHY CT
TEMECULA CA. 92592

APN: 924060005 ASMT: 924060005
JOE VIZCAINO
WANDA VIZCAINO
37935 DOROTHY CT
TEMECULA CA 92592

APN: 924060012 ASMT: 924060012
CHRISTOPHER L CARVER
37755 DOROTHY CT
TEMECULA CA. 92592

APN: 924070013 ASMT: 924070013
CECIL EDWARD RAMPHAL
JULIE FRANCES RAMPHAL
20141 CROWN REEF LN
HUNTINGTON BEACH CA 92646

APN: 924070015 ASMT: 924070015
MANUEL E PEREZ
NELVA N PEREZ
C/O RANCHO FUNDING
3432 RANCHO DEL MONICO RD
COVINA CA 91724

APN: 924070016 ASMT: 924070016
DOUGLAS DZIKONSKI
MAURINE DZIKONSKI
38101 VIA LOBATO
TEMECULA CA. 92592

APN: 924270004 ASMT: 924270004
COREY COSSEY
STACY COSSEY
25137 CORTE PICO
MURRIETA CA 92563

APN: 924270016 ASMT: 924270016
RANDAL GUSTINE
JULIE GUSTINE
30520 RANCHO CALIF 107
TEMECULA CA 92591

APN: 924270017 ASMT: 924270017
FRANK W MILLARD
SUZANNE MILLARD
FRANK AND SUZANNE MILLARD
38450 MESA RD
TEMECULA CA. 92592

APN: 924270019 ASMT: 924270019
STEVEN P DOHRMAN
CANDACE J DOHRMAN
38475 MESA RD
TEMECULA CA. 92592

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ATTN: Michael McCoy
Riverside Transit Agency
1825 3rd St.
P.O. Box 59968
Riverside, CA 92517-1968

Temecula Valley
Unified School District
31350 Rancho Vista Rd.
Temecula, CA 92592-6200

Verizon Engineering
1980 Orange Tree Ln., Rm #100
Redlands, CA 92374

Southern California Edison
2244 Walnut Grove Ave., Rm 312
P.O. Box 600
Rosemead, CA 91770

Engineering Department,
Southern California Gas Company
1981 Lugonia Ave.
Redlands, CA 92373

Eastern Information Center
Dept. of Anthropology
1334 Watkins Hall, University of California,
Riverside
Riverside, CA 92521-0418

Rancho California Water District
42135 Winchester Rd.
P.O. Box 9017
Temecula, CA 92590-4800

Applicant/Owner:
Slabaugh Ed
38245 Mesa Rd.
Temecula, CA 92592

Engineer:
CG Consulting
28751 Rancho California Rd. Ste. 208
Temecula, CA 92592

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

George A. Johnson · Agency Director

Planning Department

Ron Goldman · Planning Director

TO: ☐ Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
☒ County of Riverside County Clerk

FROM: Riverside County Planning Department
☒ 4080 Lemon Street, 9th Floor
P. O. Box 1409
Riverside, CA 92502-1409

☐ 38686 El Cerrito Road
Palm Desert, California 92211

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the California Public Resources Code.

EA 41890 General Plan Amendment No. 1048, Change of Zone No. 7640, Tentative Parcel Map No. 35829
Project Title/Case Numbers

Alisa Krizek
County Contact Person

(951) 955 -9075
Phone Number

N/A
State Clearinghouse Number (if submitted to the State Clearinghouse)

Ed Slabaugh
Project Applicant

38245 Mesa Rd. Temecula, CA 92592
Address

Northerly of Robertson Way, easterly of Calle Jojoba Way, and westerly of Mesa Road
Project Location

The General Plan Amendment proposes to amend the site's General Plan land use designation from Rural: Rural Mountainous (R: RM) (10 Acre Minimum) to Rural: Rural Residential (R: RR) (5 Acre Minimum). The Change of Zone proposes to change the site's zoning classification from Light Agriculture – 10 Acre Minimum (A-1-10) to Residential Agriculture – 5 Acre Minimum (R-A--5). The Tentative Parcel Map is a Schedule H subdivision of 10.20 gross acres into two (2) residential parcels with a minimum parcel size of five (5) acres.
Project Description

This is to advise that the Riverside County Board of Supervisors, as the lead agency, has approved the above-referenced project on _____, and has made the following determinations regarding that project:

1. The project WILL NOT have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for the project pursuant to the provisions of the California Environmental Quality Act. ($1,993.00 plus $64.00)
3. Mitigation measures WERE made a condition of the approval of the project.
4 A Mitigation Monitoring and Reporting Plan/Program WAS adopted.
5. A statement of Overriding Considerations WAS NOT adopted for the project.

This is to certify that the Mitigated Negative Declaration, with comments, responses, and record of project approval is available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 9th Floor, Riverside, CA 92501.

_____ _____ _____
Signature *Title* *Date*

Date Received for Filing and Posting at OPR: _____

Y:\Planning Case Files-Riverside office\PM35829\NOD PM35829.doc Revised 01/15/08

Please charge deposit fee case#: ZEA41890 ZCFG5237 .

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COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

George A. Johnson · Agency Director

Planning Department

Ron Goldman · Planning Director

MITIGATED NEGATIVE DECLARATION

Project/Case Number: EA41890, General Plan Amendment No. 1048, Change of Zone No. 7640, Tentative Parcel Map No. 35829

Based on the Initial Study, it has been determined that the proposed project, subject to the proposed mitigation measures, will not have a significant effect upon the environment.

PROJECT DESCRIPTION, LOCATION, AND MITIGATION MEASURES REQUIRED TO AVOID POTENTIALLY SIGNIFICANT EFFECTS. (see Environmental Assessment and Conditions of Approval)

COMPLETED/REVIEWED BY:

By: Alisa Krizek Title: Project Planner Date: November 17, 2008

Applicant/Project Sponsor: Ed Slabaugh Date Submitted: February 26, 2008

ADOPTED BY: Board of Supervisors

Person Verifying Adoption: _____ Date: _____

The Mitigated Negative Declaration may be examined, along with documents referenced in the initial study, if any, at:

Riverside County Planning Department 4080 Lemon Street, 9th Floor, Riverside, CA 92501

For additional information, please contact Alisa Krizek at (951) 955-9075.

Revised: 2/10/09
Y:\Planning Case Files-Riverside office\PM35829\Mitigated Negative Declaration PM35829.doc

Please charge deposit fee case#: ZEA41890 ZCFG5237

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Riverside, CA 92502	Murrieta, CA 92563	(760) 863-8271
(951) 955-3200	(951) 694-5242	

****

****

Received from: SLABAUGH ED $64.00

paid by: CK 2149

CALIFORNIA FISH AND GAME FOR EA41890

paid towards: CFG05237 CALIF FISH & GAME: DOC FEE

at parcel:

appl type: CFG3

By_____ Feb 26, 2008 15:07

MBRASWEL posting date Feb 26, 2008

****

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Account Code	Description	Amount

Overpayments of less than $5.00 will not be refunded!

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Riverside, CA 92502	Murrieta, CA 92563	(760) 863-8271
(951) 955-3200	(951) 694-5242	

****
****

Received from: SLABAUGH ED $1,993.00
paid by: CK 556
CALIFORNIA FISH AND GAME FOR EA41890
paid towards: CFG05237 CALIF FISH & GAME: DOC FEE
at parcel:
appl type: CFG3

By_____ Nov 18, 2008 11:47
SBROSTRO posting date Nov 18, 2008

****
****

Account Code	Description	Amount
658353120100208100	CF&G TRUST	$1,993.00

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