

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



197

**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
June 2, 2011

**SUBJECT:** Tradewinds Road Paving Project

**RECOMMENDED MOTION:** That the Board of Directors:

1. Make the following findings pursuant to California Health and Safety Code Section 33445:
  - a. That the proposed Tradewinds Road Paving Project is of primary benefit to the Romoland sub-area of the I-215 Redevelopment Project Area by helping to eliminate blight within the project area by paving existing unpaved roads to improve safety and enhance vehicular access;
  - b. That no other reasonable means of financing the project are available to the community due to insufficient availability of public funds because of the reduction in tax revenues as a result of the current economic downturn;

(Continued)

*Robert Field*

Robert Field  
Executive Director  
By Lisa Brandl, Managing Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 600,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> I-215 Corridor Redevelopment Project Area Capital Improvement Project Funds - Romoland Sub-Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 6/12/11  
 DATE: *6-7-11*  
 ANITA C. WILLIS  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Mark C. Valle* 6-7-11

Dept' Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 5

Agenda Number: **4.4**

**RECOMMENDED MOTION:** (Continued)

- c. The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for construction of infrastructure improvements, including roads;
2. Approve the attached agreement between the City of Menifee and the Redevelopment Agency for the County of Riverside, providing \$600,000 in redevelopment funds for the paving of Tradewinds Road in the City of Menifee within the Romoland sub-area of the I-215 Redevelopment Project Area and authorize the Chairman to execute the agreement; and
3. Approve and allocate \$600,000 in Redevelopment Capital Improvement Funds for the Tradewinds Road Paving Project.

**BACKGROUND:**

The Redevelopment Agency has identified a need to pave Palomar Road and Tradewinds Road in the community of Romoland in an effort to eliminate physical blighting conditions within the Romoland Redevelopment Project Area. Palomar Road was paved, but the required rights-of-way for paving Tradewinds didn't exist at the time.

The City of Menifee has subsequently stated that the rights-of-way now in possession are sufficient to proceed with paving Tradewinds Road. The city has agreed to perform all necessary actions to construct the road including all regulatory and environmental compliance for a cost not-to-exceed \$600,000 for which the Redevelopment Agency is agreeing to pay using Redevelopment Funds. The improvements will include grading and paving of the existing Tradewinds road between Watson and Mapes Roads to Riverside County Standard No. 136, a residential collector Road.

Staff recommends that the Board of Directors approve the attached agreement and make the necessary findings so the project may proceed.

1   **AGREEMENT BY AND BETWEEN THE**  
2   **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
3   **AND THE CITY OF MENIFEE FOR THE**  
4   **TRADEWINDS ROAD PAVING PROJECT**

5           **THIS AGREEMENT** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011, by  
6 and between the Redevelopment Agency for the County of Riverside (hereinafter  
7 "Agency") and the City of Menifee (hereinafter "CITY") for the paving of Tradewinds  
8 Road in the community of Romoland in the City of Menifee.

9   **WITNESSETH**

10           **WHEREAS**, Agency is a redevelopment agency duly created, established and  
11 authorized to transact business and exercise its powers, all under and pursuant to the  
12 provisions of the Community Redevelopment Law ("CRL") which is Part 1 of Division  
13 24 of the California Health and Safety Code (commencing with Section 33000 et seq.);  
14 and

15           **WHEREAS**, Section 33445 of the California Health and Safety Code provides  
16 that a redevelopment agency may pay all or part of the cost of the construction of any  
17 building, facility, structure or other improvement which is to be publicly owned and is  
18 located within or outside of a redevelopment project area upon making certain findings;  
19 and

20           **WHEREAS**, the Riverside County Board of Supervisors has adopted, by  
21 Ordinance No. 639 on December 23, 1998, a redevelopment plan for an area within the  
22 county known as the Romoland Sub-Area of the I-215 Corridor Redevelopment Project  
23 Area (hereinafter "Project Area"); and

24           **WHEREAS**, the I-215 Corridor Redevelopment Plan (hereinafter "Plan") for the  
25 Project Area was adopted in order to eliminate blight and revitalize the substandard  
26 physical and economic conditions that exist within the Project Area; and

27           **WHEREAS**, Section 33220 of the Community Redevelopment Law permits the  
28 Agency and CITY to cooperate and assist each other in certain redevelopment  
activities that are the subject of this Agreement; and

1           **WHEREAS**, Agency and CITY have determined that there is a great need for  
2 the paving of Tradewinds Road, as detailed in Exhibit "A," which is attached hereto and  
3 incorporated herein by this reference; and

4           **WHEREAS**, the road paving will significantly improve public safety and access  
5 in the community assisting the implementation of the Redevelopment Plan; and

6           **WHEREAS**, Agency agrees to reimburse the City for the costs associated with  
7 the construction of Tradewinds Road between Mapes and Watson Roads.

8           **NOW, THEREFORE, BE IT RESOLVED**, the parties agree as follows:

9           **SECTION 1. Purpose of the Agreement**. The purpose of this Agreement is to  
10 provide a new road that addresses health and safety concerns as they pertain to the  
11 Romoland sub-area of the I-215 Corridor Project Area (hereinafter referred to as the  
12 "Project").

13           **SECTION 2. Location of the Project**. The Project is located on Tradewinds  
14 Road between Mapes and Watson Roads in the city of Menifee in the community of  
15 Romoland in Riverside County.

16           **SECTION 3. Scope of Work**. The work to be performed by CITY, for the  
17 benefit of CITY, includes the complete design and construction of approximately 2,150  
18 lineal feet of roadway using Riverside County Standard Plan Number 136 for a  
19 Residential Collector Road as detailed in Exhibit "A".

20           The CITY shall be responsible for preparation of any and all engineering plans  
21 for the new road. CITY shall comply with applicable requirements for the use of  
22 redevelopment funds included in this scope of services as set forth in the California  
23 Health and Safety Code Sections 33000 et seq., the nondiscrimination provisions of the  
24 California Fair Employment and Housing Act, the California Environmental Quality Act  
25 ("CEQA"), public works project construction management requirements, as well as all  
26 other applicable federal, state, and local laws, rules, and regulations.

27           **SECTION 4. Disbursement of Funds**. Agency shall reimburse the CITY for  
28 the actual cost of the design and construction of the improvements in the amount of

1 not-to-exceed Six Hundred Thousand Dollars (\$600,000). Said amount shall be the  
2 maximum amount paid to CITY for the Project and shall include, but is not limited to, all  
3 of the CITY's charges for complete CITY design services and contractor services. City  
4 will be reimbursed upon completion of the project. One invoice will be submitted to the  
5 Agency, once the construction has been completed and all costs have been identified  
6 with supporting back-up documentation. The Agency shall reimburse City within 30  
7 days from the date of such submission

8 **SECTION 5. CITY and Other Governmental Agency Permits.** CITY agrees  
9 to obtain, secure or cause to be secured any and all permits and/or clearances which  
10 may be required by CITY or any other federal, state or local governmental or regulatory  
11 agency relating to the Project that is the subject of this Agreement.

12 **SECTION 6. Principal Contact Persons.** The following individuals are hereby  
13 designated to be the principal contact persons for their respective parties:

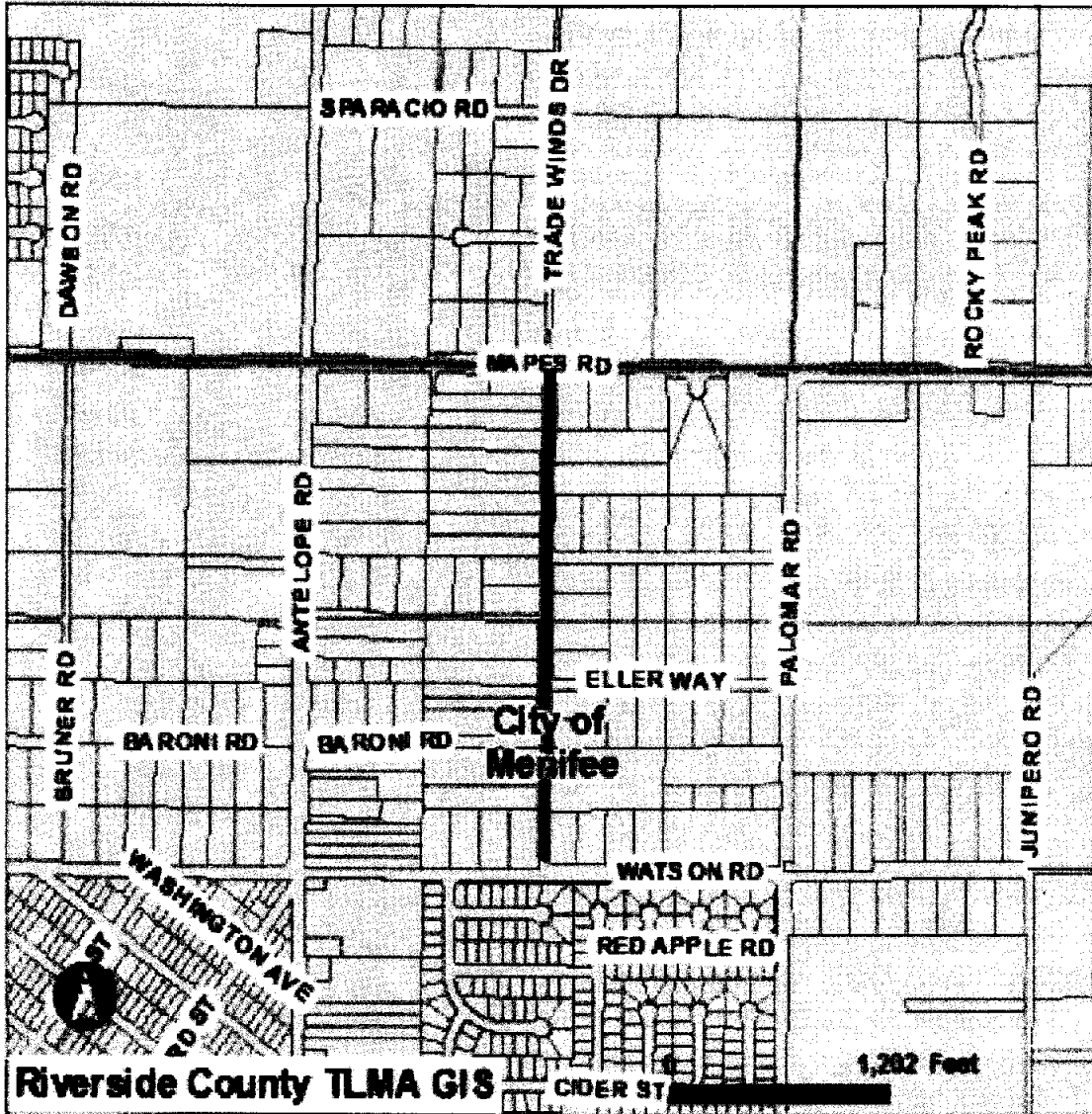
14  
15 **AGENCY:** Andy Frost, Regional Manager  
16 Redevelopment Agency for the County of Riverside  
17 3403 Tenth Street, Suite 500, Riverside, CA 92501  
(951) 955-6619, (951) 955-4890 FAX

18 **CITY:** Don Allison, City Engineer  
19 City of Menifee  
20 29714 Haun Rd, Menifee, CA 92586  
21 (951) 672-6777, (951) 679-3843 FAX

22 **SECTION 7. Conflict of Interest.** No member, official or employee of Agency  
23 or CITY shall have any personal interest, direct or indirect, in this Agreement nor shall  
24 any such member, official or employee participate in any decision relating to this  
25 Agreement which affects his or her personal interests or the interests of any  
26 corporation, partnership or association in which he or she is directly or indirectly  
27 interested.

28 **SECTION 8. Interpretation and Governing Law.** This Agreement and any

Tradewinds Road Paving Project



**"IMPORTANT"**

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. The County of Riverside makes 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.

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Version 110502

## **Frost, Andrew**

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**From:** Don Allison [dallison@cityofmenifee.us]  
**Sent:** Tuesday, April 19, 2011 4:38 PM  
**To:** Frost, Andrew  
**Subject:** Tradewind Paving

Andy:

We estimate the cost of constructing Tradewinds from Mapes to Watson to be \$600,000 including a 10% contingency. That roadway is to RC Standard Plan No. 136, a Residential Collector Road.

Thanks,

**Don Allison**  
**Public Works Director/City Engineer**  
**Email: [dallison@cityofmenifee.us](mailto:dallison@cityofmenifee.us)**



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