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

**FROM:** Economic Development Agency/Facilities Management and Transportation Department

**SUBMITTAL DATE:**

November 14, 2013

**SUBJECT:** Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project, District 4, [\$8,500]

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

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-002A, within a portion of Assessor's Parcel Number 609-340-006;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete this transaction; and

(Continued)  
**Patricia Romo**  
Assistant Director of Transportation

Juan C. Perez, Director  
Transportation and Land Management

*[Signature]*  
Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 8,500	\$ 0	\$ 8,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Palm Desert Finance Authority-100%  
**Budget Adjustment:** No  
**For Fiscal Year:** 2013/14

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *[Signature]*  
 Jennifer L. Sargent  
 County Executive Office Signature

## MINUTES OF THE BOARD OF SUPERVISORS

COUNTY COUNSEL  
 BY: *[Signature]* 9/20/13  
 COUNTY COUNSEL  
 BY: *[Signature]* 11/13/13  
 FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *[Signature]* 11/13/13  
 Lisette Rose  
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**RECOMMENDED MOTION: (Continued)**

4. Authorize and allocate the sum of \$6,000 for temporary access to a portion of Assessor's Parcel Number 609-340-006 identified as Parcel 0689-019A and \$2,500 to pay all related transaction costs

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (RCTD) is proposing to widen Fred Waring Drive, between Adams Street and Port Maria Road, in the Bermuda Dunes/La Quinta area of eastern Riverside County (Project).

On January 8, 2013, the Board approved Item 3-34 adopting the Mitigated Negative Declaration for Environmental Assessment No. 42564, approving the Fred Waring Drive Improvement Project, and adopting the Mitigation Monitoring and Reporting Program for the Project.

The Project includes widening the existing Fred Waring Drive from four to six lanes, installation of a sound wall on the south side of Fred Waring Drive, and constructing a parking lane on the north side of Fred Waring Drive.

RCTD has contracted with Overland, Pacific & Cutler (OPC), acquisition consultants, with oversight role by the Economic Development Agency/Facilities Management (EDA/FM). OPC has negotiated the acquisition of the temporary access rights of a portion of the property with the following owner:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Temporary Access	*Associated Costs	Total
0689-019A	609-340-006	Feack	\$6,000	\$2,500	\$8,500

\*Preliminary Title Report, County Appraisal, Consultant Time, and Staff Time

The Form 11 has been reviewed and approved by County Counsel as to legal form.

**Impact on Citizens and Businesses**

The Project is needed to improve safety and improve traffic flow.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

**FINANCIAL DATA:**

The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number: 609-313-010:

Temporary Access (Rental Price)	\$6,000
Associated Costs	\$2,500
Total Estimated Acquisition Costs	\$8,500

(Continued)

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

Economic Development Agency/Facilities Management and Transportation Department

**FORM 11:** Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project,  
District 4, [\$8,500]

**DATE:** November 14, 2013

**PAGE:** 3 of 3

**FINANCIAL DATA:** (Continued)

All costs associated with the temporary access of this property are fully funded by the Palm Desert Finance Authority in the Transportation Department's budget for FY 2013/14. No net county costs will be incurred as a result of this transaction.

**ATTACHMENTS:**

Temporary Construction Access Agreement for Parcel 0689-019A (4)

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California  
2 (“County”), and

3  
4 CAROL WHITE FEACK, a married woman, as her sole and separate property  
5 (“Grantor”)

6 PROJECT: Fred Waring Drive Improvements  
7 APN: 609-340-006 (PORTION)  
8 PARCEL NO.: 0689-019A  
9

10 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

11 This Temporary Construction Access Agreement (“Agreement”) is made by and  
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
13 (“County”) and CAROL WHITE FEACK, a married woman, as her sole and separate  
14 property (“Grantor”). County and Grantor are sometimes collectively referred to as  
15 “Parties.”

16 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon  
17 and use the land of Grantor in the County of Riverside, State of California, as portion of  
18 Assessor’s Parcel Number 609-340-006, highlighted on Attachment “1,” attached  
19 hereto (“Property”), and made a part hereof, for temporary access and for all purposes  
20 necessary to facilitate and accomplish the construction of Fred Waring Drive  
21 Improvements Project.

22 2. AFFECTED PARCEL. The temporary construction access, used during  
23 construction of the Project, referenced as Parcel No. 0689-019A consisting of 3,032  
24 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof  
25 (“TCA Area”).

26 3. COMPENSATION. County shall pay to the order of Grantor the sum of  
27 Six Thousand Dollars (\$6,000.00) for the right to enter upon and use the TCA Area in  
28 accordance with the terms hereof. Payment to the Grantor for items listed in

1 Attachment "3" is included in the compensation portion of this Agreement.

2 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice  
3 to the Grantor prior to using the rights herein granted. The rights herein granted may  
4 be exercised for six (6) months from the 30 day written notice, or until completion of  
5 said Project, whichever occurs later.

6 5. EQUIPMENT. It is understood that the County may enter upon the TCA  
7 Area where appropriate or designated for the purpose of getting equipment to and from  
8 the TCA Area.

9 6. RESPONSIBILITES.

10 a. Grantor's Responsibilities – County has identified landscape items that  
11 may be impacted by construction activities. Grantor is responsible for the  
12 purchase and installation of Attachment "3" items. Grantor removes the  
13 County from the obligation or responsibility for installation or restoration  
14 of these items. Grantor waives rights to seek additional compensation for  
15 landscaping.

16 b. County's Responsibilities - County or its contractors shall remove or alter  
17 some of the landscape, irrigation and hardscape items necessary to  
18 complete the public improvement project from the TCA Area. The County  
19 or its contractors will match the grade of the parcel to the roadway at the  
20 property line. This will require relocating the mailbox, realigning the gate  
21 and reconstructing the entry driveway. The county or its contractor will  
22 also add three rows of matching (match existing) block to existing block  
23 wall, modify tubular steel fence height, add concrete wall cap. An exhibit  
24 depicting the existing condition of the property with these recommended  
25 improvements is attached, Attachment "4". Any privately-owned site  
26 improvements currently located within the public right of way will be  
27 removed by the contractor without compensation. County will maintain  
28 pedestrian access to the property during construction.

1  
2           7.     REMOVAL OR DISPOSAL. The right to enter upon and use the TCA  
3 Area includes the right to remove and dispose of certain items listed in Attachment "3".  
4 Payment to the Grantor for items listed in Attachment "3" is included in Paragraph 3  
5 above (the compensation portion of this Agreement).

6           8.     COUNTY TO PROTECT IN PLACE. County agrees to perform its best  
7 efforts to protect in place items listed in Attachment "3", however, in the event items are  
8 impacted by construction activities, County has provided compensation to Grantor for  
9 these items in Attachment "3".

10          9.     DEBRIS REMOVED. At the termination of the period of use of TCA Area  
11 by County, but before its relinquishment to Grantor, debris generated by County's use  
12 will be removed and the surface will be graded and left in a neat condition.

13          10.    HOLD HARMLESS. Grantor shall be held harmless from all claims of  
14 third persons arising from the County's use of the TCA Area permitted under this  
15 Agreement; however, this hold harmless agreement does not extend to any liability  
16 arising from or as a consequence of the presence of hazardous waste on the Property.

17          11.    OWNERSHIP. Grantor hereby warrants that they are the owners of the  
18 Property and that they have the right to grant County permission to enter upon and use  
19 the Property.

20          12.    ENTIRE AGREEMENT. This Agreement is the result of negotiations  
21 between the parties hereto. This Agreement is intended by the parties as a final  
22 expression of their understanding with respect to the matters herein and is a complete  
23 and exclusive statement of the terms and conditions thereof. This Agreement  
24 supersedes any and all other prior agreements or understandings, oral or written, in  
25 connection therewith. No provision contained herein shall be construed against the  
26 County solely because it provided or prepared this Agreement.

27          13.    MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
28 modified, or amended except upon the written consent of the parties hereto.

1           14.    SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
2 interest, shall be bound by all the terms and conditions contained in this Agreement,  
3 and all the parties thereto shall be jointly and severally liable thereunder.

4           15.    TITLES AND HEADINGS. Titles and headings to articles, paragraphs or  
5 subparagraphs herein are for the purpose of convenience and reference only, and shall  
6 in no way limit, define or otherwise affect the provisions of this Agreement.

7           16.    GOVERNING LAW AND VENUE. Any action at law or in equity brought  
8 by either of the Parties hereto for the purpose of enforcing a right or rights providing for  
9 by this Agreement shall be tried in a court of competent jurisdiction in the County of  
10 Riverside, State of California, and the Parties hereby waive all provisions of law  
11 providing for a change of venue in such proceedings to any other county.

12           17.    POSESSION AND USE. It is mutually understood and agreed by and  
13 between the Parties hereto that the right of possession and use of the subject property  
14 by County, including the right to remove and dispose of improvements, shall  
15 commence upon the execution of this Agreement by all parties. The Purchase Price  
16 includes, but is not limited to, full payment for such possession and use.

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19                           (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
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1 18. COUNTERPARTS. This Agreement may be signed in counterpart or  
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a  
3 signed original for all purposes.

4 In Witness Whereof, the Parties have executed this Agreement the day and year  
5 last below written.

6  
7 COUNTY:

8 COUNTY OF RIVERSIDE

GRANTOR:

CAROL WHITE FEACK, a married  
woman, as her sole and separate  
property

9  
10  
11 By: \_\_\_\_\_  
12 John J. Benoit, Chairman  
13 Board of Supervisors

By: Carol White Feack  
Carol White Feack

14 ATTEST:

15 Kecia Harper-Ihem  
16 Clerk of the Board

17 By: \_\_\_\_\_  
18 Deputy

19 APPROVED AS TO FORM:

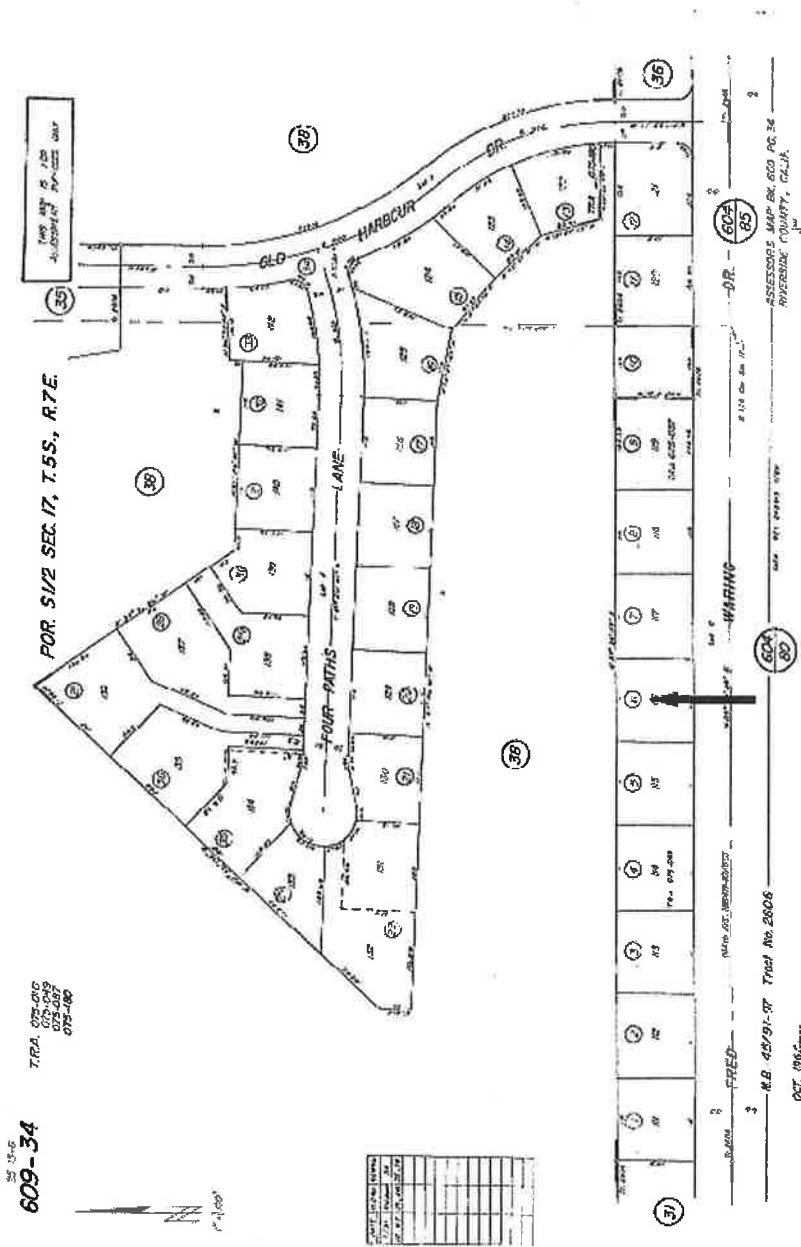
20 Pamela J. Walls, County Counsel

21 By:   
22 Patricia Munroe  
23 Deputy County Counsel

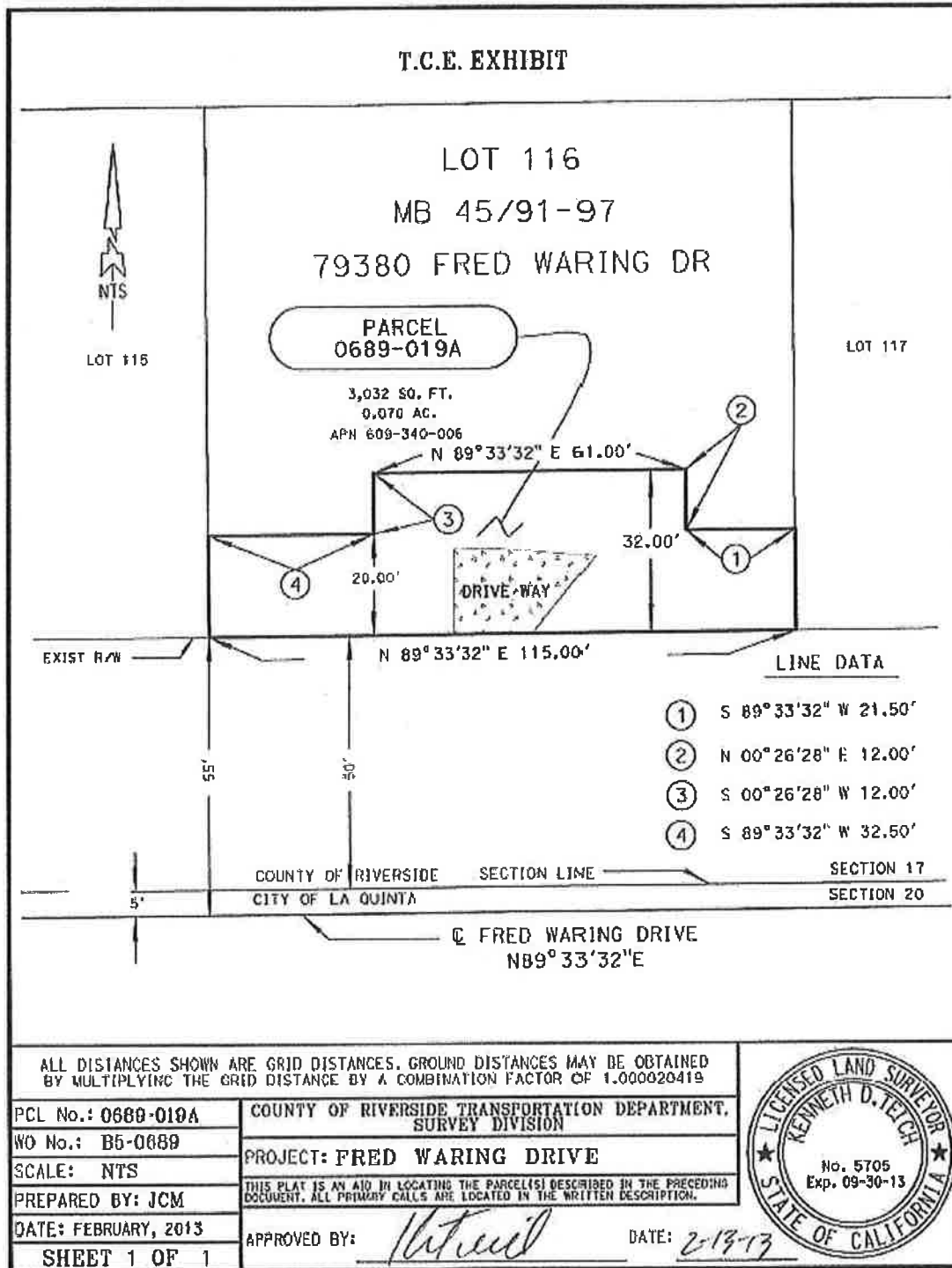


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ATTACHMENT "1"  
EXHIBIT OF PROPERTY DEPICTION



ATTACHMENT "2"  
 EXHIBIT OF  
 TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3"  
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
<b>Landscaping</b>					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea	1	85	85.00
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	10	20	200.00
1 Gallon Shrub		Ea	4	10	40.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Turf Over seed		Sf		0.3	-
Soil Preparation		Sf		0.35	-
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS		40	-
<b>Ground Covers</b>					
1 1/2" Thich Decomposed Granite		Sf	200	0.85	170.00
2" Thich Rock Mulch		Sf		0.85	-
2' Landscape Boulders		Ea		55	-
<b>Irrigation</b>					
Drip Irrigation per SF		SF	200	1	200.00
<b>Driveway Reconstruction</b>					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch concrete trowl edge		Lf		2	-
<b>Wall Reconstruction</b>					
5' High standard block wall		Lf			-
Engineering Cost		LS	4	850	<del>3400.00</del> *
concrete wall cap		Lf	85	3.5	<del>297.50</del> *
Add additional slump block 3 rows		Lf	85	27	<del>2295.00</del> *
Modify Tubular steel fence height		Lf	85	13	<del>1105.00</del> *
Paint Block Wall		LF	85	3	<del>255.00</del> *
Landscape Lighting		LS		100	-
			Sub-Total		5,962.50 **
Owner Coordination Cost (20%)				0.2	1,192.50 **
			Sub-Total		7,155.00 **
OPC Appraisal Contingency (10%)					715.50 **
Total					7,870.50 **

\* Deleted items will be constructed by county's contractor  
 \*\* Final amount was revised to match administrative settlement

ATTACHMENT "4"  
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



Add matching block (three rows), modify tubular steel fence height concrete wall cap, ~~\_\_\_\_\_~~

~~block wall.~~  
 C.M.  
 7/16/13