

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]*  
 GREGORY P. PRIAMOS  
 DATE

**SUBMITTAL TO THE FLOOD CONTROL AND  
 WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

3183



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 August 23, 2016

**SUBJECT:** Approve Reimbursement Agreement between the District and Homeland/Romoland ADP Corporation for Homeland MDP Line 1, Sewer Connections on Parcel 4345-1A; CEQA Findings of Exemption; 5<sup>th</sup> District; District Funds [\$0]

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

1. Find that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15273(a)(4), 15282(k) and 15303(d);
2. Approve the Reimbursement Agreement between the District and Homeland/Romoland ADP Corporation (ADP Corp); and authorize the Chairman to execute the Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

**BACKGROUND:**

Summary  
 See page 2

P8\206147  
 AU:rlp

*[Signature]*  
 JASON E. UHLEY  
 General Manager-Chief Engineer

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

**SOURCE OF FUNDS:** Budget Adjustment: No  
 For Fiscal Year: 16-17

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

APPROVE  
*[Signature]*  
 BY: Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

District: 5<sup>th</sup>

Agenda Number:

**11-7**

**BACKGROUND: (continued)**

The Agreement sets forth the terms and conditions by which the District shall be reimbursed by Homeland/Romoland ADP Corporation for the engineering, review, and construction costs of two (2) dry sewer laterals associated with APN 459-020-065, which shall be completed in conjunction with the District public works project Homeland MDP Line 1.

The District is the lead agency in administering a public works project to construct Homeland MDP Line 1 storm drain improvements within Briggs Road in the Menifee area. Homeland/Romoland ADP Corporation had previously been designated as the lead for the engineering, acquisition and construction pursuant to a Joint Community Facility Agreement approved by the Board of Supervisors in May 2006. The engineer and acquisition had been completed for the project but due to economic instability construction of this project never commenced.

Homeland MDP Line 1 is now a District project. After completing some necessary revisions to the engineering plans, the District was required to procure some additional right of way. During the negotiations with the property owner, it was brought to the District's attention that ADP Corp had entered into a Purchase and Sales Agreement with an owner to build two (2) dry sewer connections in conjunction with the construction of the storm drain improvements as part of the consideration for granting necessary easements for street and storm drain purposes. In order to fulfill this obligation, the District has agreed to include the sewer improvement into the public works contract. ADP Corp has entered into an agreement with the District to reimburse the District for the costs associated with constructing these improvements.

The agreement and related dry sewer lateral connections ("Project") was reviewed and determined to be statutorily exempt from CEQA, pursuant to State CEQA Guidelines §15273(a)(4), §15282(k) and categorically exempt pursuant to §15303(d); and a Notice of Exemption (NOE) has been prepared. Section 15273(a)(4) exempts funding mechanisms for public works projects; Section 15282(k) exempts the installation of new pipeline less than one (1) mile in length, whereas the activity in question is an 8-inch sewer line totaling only 106 lineal feet; and Section 15303(d) categorically exempts "New Construction or Conversion of Small Structures...water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction." The activity in question will not have a significant effect on the environment and the project is exempt from CEQA.

County Counsel has approved the Agreement as to legal form and ADP Corp has executed the Agreement.

**Impact on Residents and Businesses**

Work shall be done at the same time as the storm drain improvements.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

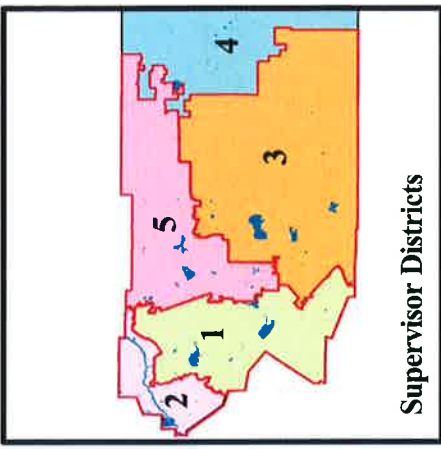
Reimbursement shall be the actual amount paid for the engineering and construction of the sewer improvements as part of the public improvement project. District shall have no financial responsibility for the sewer improvements after construction.

**ATTACHMENTS**

1. Vicinity Map
2. Reimbursement Agreement – Homeland/Romoland ADP Corporation
3. Notice of Exemption (NOE) and Authorization to Bill for filing the NOE

**SUBJECT: Approve Reimbursement Agreement between  
the District and Homeland/Romoland ADP Corporation**

**Homeland MDP Line 1, Project No. 4-0-00345**



**LEGEND:**

**DESCRIPTION:**

Sewer connections in  
Briggs Road to APN  
459-020-065 (4345-1A)  
District 5



**VICINITY MAP**

**NOTICE OF EXEMPTION**

**To:** County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

**From:** Riverside County Flood Control District  
1995 Market Street, Riverside, CA 92501  
Contact: Kris Flanigan  
Phone: 951.955.1200

**Project Title:** Homeland MDP Line 1 Reimbursement Agreement for Sewer Connection

**Project Location – City:** Homeland (unincorporated)

**Project Location – County:** Riverside

The project is located east of Interstate 215 off Highway 74 in the Homeland area. The Project is located on the southeast corner of the intersection of Highway 74 and Briggs Road in Homeland, an unincorporated area of the County of Riverside. The project affects Assessor's Parcel Number (APN) 459-020-065. The project is within Township 5 South, Range 2 West, Section 18 of the Romoland 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle. The properties are located at 33.741798 North, 117.135396 West (Lat/Long).

**Project Description:** The Riverside County Flood Control and Water Conservation District (District) proposes to construct two (2) 8-inch dry sewer laterals provided that the District is fully reimbursed by the developer (Homeland/Romoland ADP Corporation). The "Project" is the reimbursement agreement and related construction of the two (2) sewer lines. The Agreement sets forth the terms and conditions by which the District shall be reimbursed by Homeland/Romoland ADP Corporation for the engineering, review, and the construction costs of two (2) dry sewer laterals associated with APN 459-020-065.

**Public Agency Approving Project:** Riverside County Flood Control and Water Conservation District

**Public Agency Carrying Out Project:** Riverside County Flood Control and Water Conservation District

**Exemption:** Statutory Exemption Pursuant to State CEQA Guidelines §§15273(a)(4), 15282(k); and Categorical Exemption §15303(d)

**Reasons Why Project is Exempt:** The project qualifies for the following CEQA exemptions:


*Section 15273(a)(4)* "Rates, Tolls, Fares, and Charges" states that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of obtaining funds for capital projects, necessary to maintain service within existing service areas. The project is merely a funding agreement which meets the intent of this exemption.

*Section 15282(k):* "Other Statutory Exemptions" includes of the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length. The 8-inch sewer line totals 106 feet in length.

*Section 15303(d)(3):* "New Construction or Conversion of Small Structures...water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction." The project qualifies for this Class 3 Categorical Exemption because it is merely the installation of 106 lineal feet of 8-inch pipe integrated into an existing structure.

The project does not affect a change in the environment. The project will not result in any specific or general exceptions to the validity of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Furthermore, no unusual circumstances or potential cumulative impacts would reasonably occur that may create an environmental impact.

Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Lead Agency:**   
JASON E. UHLEY  
General Manager-Chief Engineer  
Riverside County Flood Control  
and Water Conservation District

**Date:** 8/10/12

**RIVERSIDE COUNTY CLERK-RECORDER**

**AUTHORIZATION TO BILL**

**TO BE FILLED OUT BY SUBMITTING AGENCY**

DATE: 8/4/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25140

DEPT ID: 947460 PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00

REF: CEQA Notice of Exemption Posting Homeland MDP Line 1 (224-4-8-00345-01-15-0000-000)

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes 

PRESENTED BY: Jason Swenson EXT 58082

CONTACT: Michael Reyes EXT 56955

**TO BE FILLED OUT BY COUNTY CLERK**

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DOCUMENT NO(S)/INVOICE NO(S):  
\_\_\_\_\_  
\_\_\_\_\_

CDFW/County Fee

COUNTY CLERK FEE SCHEDULE, continued...

Surety Fees

Power of Attorney for Admitted Surety Insurer, One name.....	\$27.00
Power of Attorney for Admitted Surety Insurer, Each additional name.....	27.00
Financial Statement - Admitted Surety Insurer.....	3.50
Revocation of Power of Attorney.....	27.00

County Clerk's Copy and Certification Fees

Certifying a copy of any filed paper.....	1.75
Photocopy or System Page Copy, First Page.....	1.00
Photocopy or System Page Copy, Each Additional Page.....	0.10
Certificate of Proof of Authority of Surety to Act.....	3.50
Certification of Notary Signature, One Name.....	15.00
Certification of Notary Signature (additional requests, same notary).....	2.25
Certification of Translation.....	10.00
Requests via the Public Records Act, First Page.....	1.00
Requests via the Public Records Act, Each Additional Page.....	0.10

Filing Fees

Administration of Oath for Humane Officer.....	5.00
<b>Fish &amp; Game documentary handling fee.....</b>	<b>50.00</b>
All papers for which a fee is not elsewhere provided.....	2.25
Environmental Impact Report.....	3,069.75
Negative Declaration.....	2,210.00
FBN Daily Report.....	100/month

Other Fees

Bank Returned Item Fee.....	32.00
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NOTE:

No documents will be returned unless a stamped, self-addressed envelope is included.

DISCLAIMER: The information contained herein was valid at the time of publication. The Assessor-County Clerk-Recorder reserves the right to modify, change or make improvements at any time, without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

REIMBURSEMENT AGREEMENT

Homeland MDP Line 1

Project No. 4-0-00345

Sewer Connections Parcel 4345-1A

This REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF SEWER CONNECTIONS ON PSAROS PROPERTY REFERENCED AS PARCEL 4345-1 ("Agreement") is made and entered into on \_\_\_\_\_, 2016, by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("District"), and the Homeland/Romoland ADP Corporation, a Delaware Corporation ("ADP").

RECITALS

**WHEREAS**, District, acting as lead agency is administering a public works project to construct Homeland MDP Line 1 storm drain improvements within Briggs Road from McLaughlin Road to Watson Road in the City of Menifee, Riverside County, California (hereinafter "Project"); and

**WHEREAS**, ADP, previously designated the lead for development and construction of the Project pursuant to terms and conditions of the Joint Community Facilities Agreement entered into between the District and ADP approved by the Board of Supervisors for the District on May 23, 2006 as Agenda No. 11.3, acquired the rights of way from property owners along the Project route to construct Project, but did not commence construction of the Project due to economic hardship; and

**WHEREAS**, Georgiann Lonnie Psaros, George W. Psaros and Helen S. Psaros, (herein after "Psaros"), own certain real property along the Project route identified with Assessor's Parcel Number 459-020-065, further referenced as RCFC Parcel 4345-1A; and

**WHEREAS**, ADP and Psaros entered into that certain Agreement for the Sale and Purchase of Real Property dated January 21, 2007 ("2007 Agreement"), whereby Psaros agreed to grant necessary right of way to the public for the Project and as consideration ADP agreed to pay monetary consideration and construct two (2) 8-inch dry sewer laterals at its cost ("Sewer"), during the construction of the Project; and

**WHEREAS**, Psaros executed all the necessary documents and was paid the agreed upon monetary consideration, but due to the incompleteness of the construction of the Project, the sewer laterals were not completed and Psaros was not fully compensated; and

**WHEREAS**, a material inducement for Psaros to enter into that certain Agreement for Purchase and Sale of Real Property with the District, Psaros has requested that the District include the construction of two (2) 8-inch dry sewer laterals, within the public right of way, as outlined on the Project documents, "INSTALL 8 INCH SEWER LATERALS" (hereinafter "Sewer"). As this is outside of the District's Project, and pursuant to terms of the 2007 Agreement that ADP entered into with the Psaros', the District has agreed to include the Sewer improvements within the construction contract for District Project, provided ADP fully reimburses the District for all costs associated with the Sewer improvements; and

1 **WHEREAS**, the purpose of this Agreement and the Exhibits attached hereto, is to set forth the  
2 financial and other arrangements between District and ADP for the construction of the Sewer;  
and

3 **NOW, THEREFORE**, in consideration of the above recited premises, together with the mutual  
4 covenants herein contained and attached hereto, it is agreed that:

5 AGREEMENT

6 1. PROJECT DESCRIPTION

7 Construction of the Sewer located within District Project as shown on the project  
8 improvement plans, on file with the District and described in Exhibit "A", attached hereto  
and by this reference incorporated herein.

9 2. FINANCIAL PARTICIPATION

10 The Engineer's Estimate for the construction of the Sewer is described in Exhibit "B",  
11 attached hereto and by this reference incorporated herein. It is mutually understood that  
12 this estimate includes all construction costs, including, without limitation, construction  
13 survey and construction inspection costs, materials, specifications for Sewer work, and  
14 administration of construction. Upon award of the contract to the successful bidder for  
construction of the Project, the District will accept the Engineer's Bid for the Sewer as the  
cost to cover all such construction.

15 The District has commenced review of the Sewer improvement plan prepared by Albert A.  
16 Webb and Associates for Eastern Municipal Water District (hereinafter "EMWD"). The  
17 District has made a deposit to EMWD in the amount of \$3,000 for these services. The  
18 review of the Sewer improvement plan is handled by EMWD as a deposit based fee.  
19 Should the review of the Sewer improvement plans exceed this amount, the District will be  
20 invoiced by EMWD, would pay the amount due and seek reimbursement from ADP. If  
there is a credit due, the District will be reimbursed. At the conclusion of the review the  
District will provide all accounting information provided by EMWD. All review costs  
incurred by District for Sewer shall also be reimbursed.

21 Upon completion of above-described work, District shall calculate all final costs incurred  
22 by the District for the Sewer and shall submit to ADP a final statement of costs. ADP will  
pay the District within sixty (60) calendar days from date of the final statement.

23 3. CONSTRUCTION PLANS AND SPECIFICATIONS

24 District shall be responsible for the inspection of the installation of the Sewer and the  
25 performance of the involved work by District's Contractor for compliance with the  
approved construction plans and specifications.

26 4. INDEMNIFICATION

27 ADP shall indemnify and hold harmless the District, their respective directors, officers,  
28 Board of Supervisors, elected and appointed officials, employees, agents and  
representatives from any liability, claim, damage or action whatsoever, based or asserted  
upon any act or omission of ADP, its officers, employees, subcontractors, agents or



1 representatives arising out of or in any way relating to this Agreement, including but not  
 2 limited to property damage, bodily injury, or death. APD shall defend, at its sole cost and  
 3 expense, including but not limited to attorney fees, cost of investigation, defense and  
 4 settlements or awards, the District, their respective directors, officers, Board of Supervisors,  
 5 elected and appointed officials, employees, agents and representatives in any such action or  
 6 claim. With respect to any action or claim subject to indemnification herein by ADP, ADP  
 7 shall, at its sole cost, has the right to use counsel of its own choice and shall have the right  
 8 to adjust, settle, or compromise any such action or claim without the prior consent of  
 9 District; provided, however, that any such adjustment, settlement or compromise in no  
 10 manner whatsoever limits or circumscribes ADP's indemnification of District. ADP's  
 11 obligations hereunder shall be satisfied when ADP has provided to District the appropriate  
 12 form of dismissal (or similar document) relieving the District from any liability for the  
 13 action or claim involved. The specified insurance limits required in this Agreement shall in  
 14 no way limit or circumscribe ADP's obligations to indemnify and hold harmless the  
 15 District.

16  
 17 9. NOTICES

18 Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1<sup>st</sup>  
 19 Class postage prepaid and addressed as follows:

20 Riverside County Flood Control  
 21 and Water Conservation District  
 22 1995 Market Street  
 23 Riverside, CA 92501  
 24 Attn: Warren D. Williams

25 Homeland/Romoland ADP Corporation  
 26 Attn: Adrian Peters  
 27 3200 Park Center Drive, Suite 1000  
 28 Costa Mesa, CA 92626

10. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by the District and ADP  
 and by execution by their respective authorized representatives.

11. GENERAL

This Agreement contains the entire agreement between the parties with respect to the  
 matters herein provided for and may only be amended by a subsequent written agreement  
 executed by all parties. This Agreement may be executed in counterparts, each of which  
 shall be deemed an original but which together shall constitute a single agreement. No  
 waiver of any term or condition of this Agreement shall be a continuing waiver thereof

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[Signature Provisions on Following Pages]

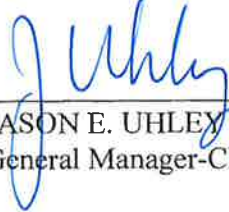
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IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

**COUNTY APPROVALS:**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Board of Supervisors of Riverside County  
Flood Control and Water Conservation District

Dated: 6-13-16

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
SYNTHIA GUNZEL  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

Homeland MDP Line 1  
Project No. 4-0-00345  
Sewer Connections Parcel 4345-1

AU:rlp  
6/2/16


**HOMELAND/ROMOLAND ADP, INC.,  
a Delaware Corporation**

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Dated: 6-8-16

By:   
ADRIAN PETERS  
Executive Committee Member

Dated: 6/3/2016

By:   
MICHAEL D. O'DONNELL  
Executive Committee Member

Homeland MDP Line 1  
Project No. 4-0-00345  
Sewer Connections Parcel 4345-1

AU:rlp

EXHIBIT "A"

SEWER IMPROVEMENT PLANS  
BRIGGS ROAD SOUTH OF HIGHWAY 74

REIMBURSEMENT AGREEMENT  
HOMELAND MDP LINE 1  
PROJECT NO. 4-0-00345  
SEWER CONNECTIONS PARCEL 4345-1A



EXHIBIT "B"

ENGINEERS ESTIMATE

REIMBURSEMENT AGREEMENT  
HOMELAND MDP LINE 1  
PROJECT NO. 4-0-00345  
SEWER CONNECTIONS PARCEL 4345-1A

EASTERN MUNICIPAL WATER DISTRICT  
 IMPROVEMENT REQUIREMENT WORKSHEET  
 Proposed Psaros Laterals - Briggs

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
106	L.F.	8" PVC Sewer	\$ 100.00	\$ 10,600.00
2	EA.	Drop Manhole	\$ 4,500.00	\$ 9,000.00
2	EA.	Adjust M.H. to grade	\$ 600.00	\$ 1,200.00
44	L.F.	Slurry Backfill	\$ 40.00	\$ 1,760.00
	A.	<b>Subtotal</b>		\$ <b>22,560.00</b>
	B.	Contingency ( 20 % x A)		\$ 4,512.00
	C.	<b>Sewer Total (A + B)</b>		\$ <b>27,072.00</b>