

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

457A



FORM APPROVED COUNTY COUNSEL:
DATE 9/20/13
BY: PATRICIA MUNROE

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
November 24, 2013

SUBJECT: Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project, District 4, [\$20,250]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-003A, within a portion of Assessor's Parcel Number 609-313-011;
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

Patricia Romo
Juan C. Perez, Director
Transportation and Land Management

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: 11/14/13 Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 20,250	\$ 0	\$ 20,250	\$ 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: *Jennifer L. Sargent*
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 26, 2013
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

A-30
 Positions Added
 4/5 Vote
 Change Order

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, [\$20,250]
DATE: November 14, 2013
PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$18,000 for temporary access to a portion of Assessor's Parcel Number 609-313-011 identified as Parcel 0689-003A and \$2,250 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 to allow for safe ingress/egress from the residential homes.

RCTD has contracted with Overland, Pacific & Cutler (OPC), acquisition consultants, with an oversight role by 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
0689-003A	609-313-011	Wolfe	\$18,000	\$2,250	\$20,250

*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 Residents 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: 609-313-011:

Temporary Access (Rental Price)	\$18,000
Associated Costs	\$ 2,250
Total Estimated Acquisition Costs	\$20,250

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, [\$20,250]

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 0689-003A (4)

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

3
4 JOHN E. WOLFE and DEANN E. WOLFE, husband and wife as community property,
5 ("Grantor")

6
7 PROJECT: Fred Waring Drive Improvements
8 APN: 609-313-011 (PORTION)
9 PARCEL NO.: 0689-003A

10
11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement ("Agreement") is made by and
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
14 ("County") and JOHN E. WOLFE and DEANN E. WOLFE, husband and wife as
15 community property, ("Grantor"). County and Grantor are sometimes collectively
16 referred to as "Parties."

17 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
18 and use the land of Grantor in the County of Riverside, State of California, as portion of
19 Assessor's Parcel Number 609-313-011, highlighted on Attachment "1," attached
20 hereto ("Property"), and made a part hereof, for temporary access and for all purposes
21 necessary to facilitate and accomplish the construction of Fred Waring Drive
22 Improvements Project.

23 2. AFFECTED PARCEL. The temporary construction access, used during
24 construction of the Project, referenced as Parcel No. 0689-003A consisting of 1,836
25 square feet as depicted on Attachment "2," attached hereto, and made a part hereof
26 ("TCA Area").

27 3. COMPENSATION. County shall pay to the order of Grantor the sum of
28 Eighteen Thousand Dollars (\$18,000.00) for the right to enter upon and use the TCA

1 Area in accordance with the terms hereof. The improvement value is based on the
2 highlighted items shown in attachment "3" (Description of Improvements), attached
3 hereto and is included in the total compensation of this agreement.

4 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
5 to the Grantor prior to using the rights herein granted. The rights herein granted may
6 be exercised for six (6) months from the 30 day written notice. In the event construction
7 within the Grantor's property should exceed beyond six (6) months, then an amount
8 equal to One Hundred Dollars (\$100.00) will be paid to Grantor for each additional
9 month the County or its contractors remain within TCE area. Construction on property
10 is to only occur between the hours of 7 a.m. and 5 p.m. Monday through Saturday. No
11 construction is to occur on property on Sundays or holidays.

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

15 6. RESPONSIBILITIES.

- 16 a. Grantor's Responsibilities – County has identified landscape items that
17 may be impacted by construction activities. Grantor is responsible for the
18 purchase and installation of Attachment "3" items, over and above the
19 items being restored by the County or its contractors. Grantor removes
20 the County from the obligation or responsibility for installation or
21 restoration of any items beyond the reconstruction of the front yard wall to
22 6 feet, the realignment of the pedestrian gate, the reconstruction of the
23 entire driveway, and the relocation of the mailbox. Grantor waives rights
24 to seek additional compensation for landscaping.
- 25 b. County's Responsibilities - County or its contractors shall remove or alter
26 some of the landscape, irrigation and hardscape items necessary to
27 complete the public improvement project from the TCA Area. The County
28 or its contractors will match the grade of the parcel to the roadway at the

1 property line. The County or its contractors will also relocate the mailbox,
2 reconstruct the front yard wall to six feet, realign the pedestrian gate and
3 replace entire driveway. An exhibit depicting the existing condition of the
4 property with these recommended improvements is attached, Attachment
5 "4". Any privately-owned site improvements currently located within the
6 public right of way will be removed by the contractor without
7 compensation. County will provide vehicle/pedestrian access to the
8 property during construction. If access is blocked for more than one
9 business day or twenty four hours, the owner will be given twenty four
10 hour notice and compensated on a basis of \$100.00 per day. If at any
11 time during construction the contractor causes a disruption of utility
12 services contractor will have said disruption repaired within twenty four
13 hours at contractor's cost. If disruption cannot be repaired within twenty
14 four hour period grantor will be compensated on a basis of \$100.00 per
15 day.

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

19 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
20 third persons arising from the County's use of the TCA Area permitted under this
21 Agreement; however, this hold harmless agreement does not extend to any liability
22 arising from or as a consequence of the presence of hazardous waste on the Property.
23 Grantor shall also be indemnified against the County, its contractors or subcontractors
24 from placing any liens against the property before, during or following project
25 completion.

26 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
27 Property and that they have the right to grant County permission to enter upon and use
28 the Property.

1 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
2 between the parties hereto. This Agreement is intended by the parties as a final
3 expression of their understanding with respect to the matters herein and is a complete
4 and exclusive statement of the terms and conditions thereof. This Agreement
5 supersedes any and all other prior agreements or understandings, oral or written, in
6 connection therewith. No provision contained herein shall be construed against the
7 County solely because it provided or prepared this Agreement.

8 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
9 modified, or amended except upon the written consent of the parties hereto.

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

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

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

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

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

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

COUNTY:
COUNTY OF RIVERSIDE

GRANTOR:
JOHN E. WOLFE and DEANN E. WOLFE, husband and wife as community property

By: John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

By: John Wolfe
John E. Wolfe

By: Deann Wolfe
Deann E. Wolfe

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

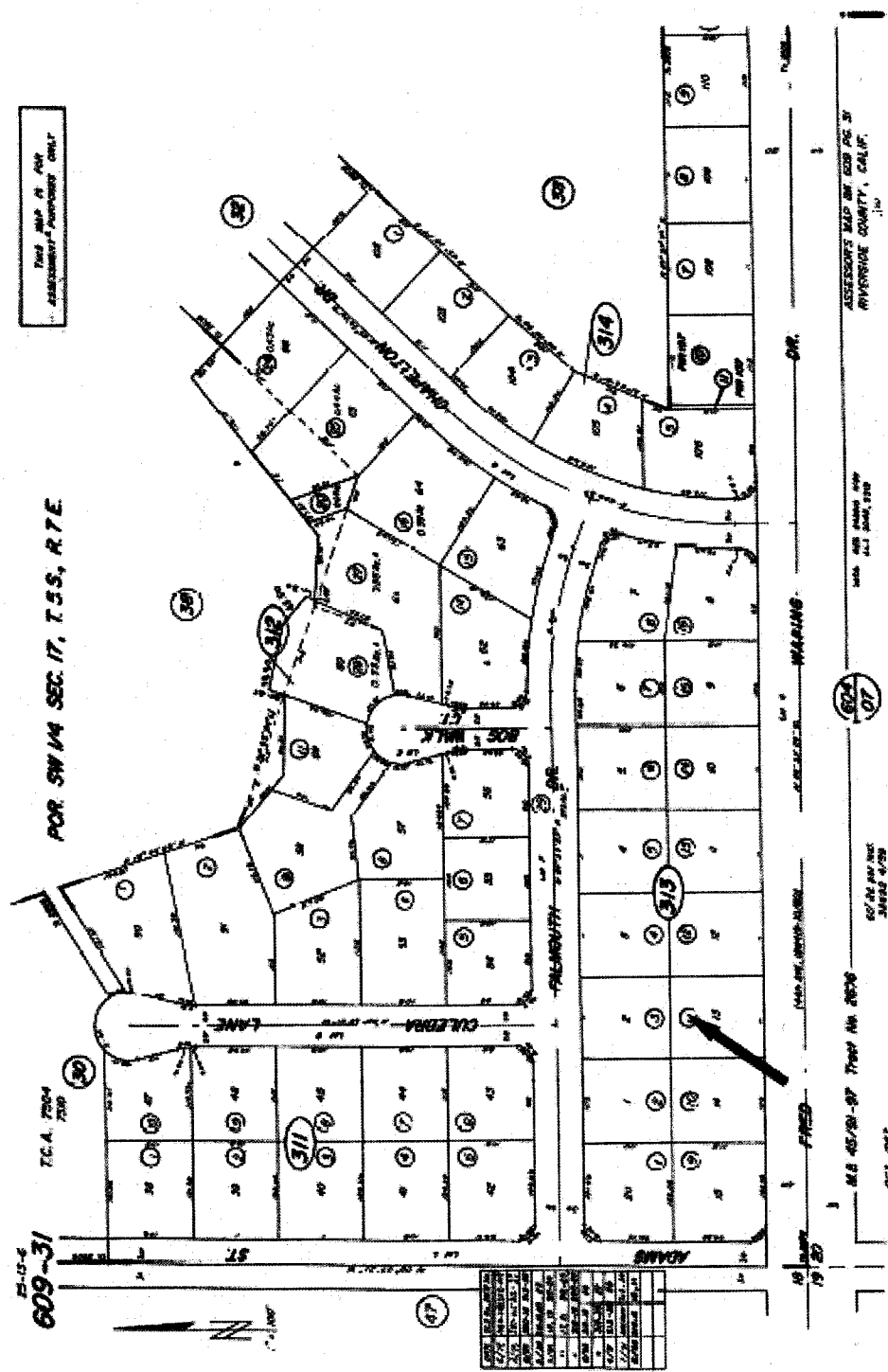
By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: Patricia Munroe
Patricia Munroe
Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION

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ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Fred Waring Drive					
79150 Fred Waring Drive					
Cost Estimates					
Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	2	250	500.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	8	20	160.00
1 Gallon Shrub		Ea	7	10	70.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf	225	0.85	191.25
Turf Overseed		Sf	350	0.3	105.00
Soil Preparation		Sf	315	0.35	110.25
6" Plastic Planter Header		LF	40	4	160.00
Turf Fertilizer		Sf	350	0.1	35.00
Specimen Palm Trees (Compensation)		EA	3	\$900	2,700.00
					-
Ground Covers					
1 1/2" Thick Decomposed Granite		Sf		0.85	-
2" Thick Rock Mulch		Sf	90	1	90.00
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	90	1	90.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finis	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finis	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	-
					-
Wall Reconstruction					
Wall Modification Engineering		LS	1	750	750.00
6' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Add additional two rows of blocks to wall height		Lf	45	25	1,125.00
Add Wall Cap		Lf	45	8	360.00
					-
Landscape Lighting					
		LS	1	300	300.00
			Sub-Total		6,746.50
Owner Coordination/ Contingency Cost (20%)				0.2	1,349.30
OPC Contingency Cost (10%)				0.1	674.65
Total					8,770.45

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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