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



ITEM 3.29 (ID # 4406)

### **MEETING DATE:**

Tuesday, July 11, 2017

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATIONDEPARTMENT:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Temporary Construction Access Agreements for a portion of Assessor's Parcel Number 319-052-017 and a portion of Assessor's Parcel Number 318-061-027 for the Cajalco Road Interim Safety Project in the Mead Valley area, CEQA Exempt, District 1; [Total Cost - \$23,000; Gas Tax (ABX8-9 Mar 2010 New Huta)-100%] (Clerk to File Notice of Exemption)

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

- 1. Find the Cajalco Road Interim Safety Project is categorially exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (c) Existing Facilities Exemption;
- 2. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Fayez Sedrak for a temporary interest in real property identified as 0060-023A in favor of the County of Riverside, located within a portion of land with Assessor's Parcel Number 318-061-027 and authorize the Chairman of the Board to execute this Agreement on behalf of the County:

**ACTION:** Policy

MINUTES OF THE BOARD OF SUPERVISORS

6/5/2017 Patricia Romo, Director of Transportation

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

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Nays:

None

Absent:

None

Date:

July 11, 2017

XC:

EDA, Transp., Recorder

3 20

Kecia Harper-Ihem

Clerk of the Board

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

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

- 3. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Helen M. Aldridge and James Aldridge Jr. for a temporary interest in real property identified as Parcel 0060-027A, located within a portion of Assessor's Parcel Number 319-052-017 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
- 4. Authorize the Assistant County Executive Officer/Economic Development Agency or his designee to execute any other documents and administer all actions necessary to complete this transaction;
- 5. Authorize and allocate the full settlement amount of \$5,200 for the temporary construction access to Parcel 0060-027A located within a portion of Assessor's Parcel Number: 319-052-017:
- 6. Authorize and allocate the full settlement amount of \$3,000 for the temporary construction access to Parcel No. 0060-023A located within a portion of Assessor's Parcel Number 318-061-027;
- 7. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$14,800 for due diligence and staff expenses; and
- 8. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of the approval by the Board.

FINANCIAL DATA	Current	Fiscal Year:	Next Fiscal	Year:	Total (	Cost:	Ongoing C	ost
COST	\$	23,000	\$	0	\$	23,000	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS: Gas Tax (ABX8-9 Mar 2010 New Huta)-100%  Budget Adjustment: No For Fiscal Year: 2017/18								

C.E.O. RECOMMENDATION: Approve

### **BACKGROUND:**

#### Summary

The Riverside County Transportation Department (RCTD) proposes to construct a center (two-way) turn lane and right and left turn pockets along Cajalco Road from Brown to Day Street in the unincorporated county area of Mead Valley (Project). Reference is made to Exhibit A, Vicinity Map.

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

The proposed Project will include the construction of new pavements, striping and signing modifications, relocation of utility lines, installation of bus stops at the major intersections, limited Americans with Disabilities Act (ADA) compliant sidewalks at the Clark Street intersection and the relocation of existing traffic signals at Brown Street and Clark Street.

Pursuant to CEQA, Transportation staff conducted a review of the proposed Project and determined that the Project, including the acquisition of the temporary easements, is categorically exempt from the provision of CEQA pursuant to CEQA Guidelines Section 15301(c), which describes the minor alteration of existing public facilities with negligible or no expansion of an existing use. The Project qualifies under this exemption since the Project is a widening for a center lane and turn pockets without increasing capacity of the highway, as documented in the attached Notice of Exemption.

On December 2, 2016, Caltrans, the National Environmental Policy Act (NEPA) Lead Agency, made a NEPA Categorical Exclusion Determination under Section 6005 of 23 USC 326, based on examination of the Project and supporting information.

The Economic Development Agency has negotiated the acquisition of a temporary construction access within a portion of Assessor's Parcel Number 319-052-017 from Helen M. Aldridge and James Aldridge Jr., wife and husband as joint tenants (Aldridge) for the price of \$5,200. There are not-to-exceed costs of \$7,400 associated with this transaction.

The Economic Development Agency negotiated the acquisition of a temporary construction access for the price of \$3,000, located within a portion of Assessor's Parcel Number 318-061-027 from Fayez Sedrak. There are not-to-exceed costs of \$7,400 associated with this transaction.

The Temporary Construction Access Agreements have been reviewed and approved by County Counsel as to legal form.

### Impact on Citizens and Businesses

The proposed Cajalco Road Interim Safety Project will improve the safety and minimize inefficiencies with turning measures related to vehicular traffic on Cajalco Road for the benefit of motorists, residents, and businesses that travel this important roadway.

### SUPPLEMENTAL:

### **Additional Fiscal Information**

The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number 319-052-017 and a portion of Assessor's Parcel Number 318-061-027:

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

Temporary Construction Access Agreement identified as Parcel No. 0060-027A, located within a portion of APN: 319-052-017	\$ 5,200
Temporary Construction Access Agreement identified as Parcel No. 0060-023A, located within a portion of APN: 318-061-027	\$ 3,000
Estimated Title and Escrow Charges	0
Preliminary Title Reports	800
County Appraisal Costs	6,000
EDA Real Property Staff Time	8,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$23,000

The transaction costs in the amount of \$14,800 included staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the transaction.

All costs associated with the temporary access of the portion of the properties are fully funded by the Gas Tax (ABX8-9 Mar 2010 New Huta). No net County costs will be incurred as a result of this transaction. These charges are estimated only and only actual amounts will be charged to the Project.

### **Attachments:**

Exhibit A – Vicinity Map Notice of Exemption

- (3) Temporary Construction Access Agreements for Parcel 0060-027A
- (3) Temporary Construction Access Agreements for Parcel 0060-023A

RF:PR:JVW:VC:VY:JR:jb 465TR 19.036 13583 Transportation Work Order No.C6-0060 Minute Trag ID 4406

Refini Baska, Principal Management Ahalyst 6/29/2017 Gregory V. Priaglos, Director County Counsel 6/6/2017

PROJECT:

CAJALCO ROAD SAFETY PROJECT

PARCEL:

0060-023A

APN:

318-061-027 (PORTION)

#### TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and FAYEZ SEDRAK, by deed which recites: a married man as his sole and separate property ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

- 1. <u>RIGHTS GRANTED</u>. The right is hereby granted to County to enter upon and use the land of Grantor in the County of Riverside, State of California, described as portion of Assessor's Parcel Number 318-061-027, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, to use the portion of the property for all purposes necessary to facilitate and accomplish the construction of the Cajalco Road Safety Project ("Project").
- 2. <u>AFFECTED PARCEL</u>. The temporary construction access, used during construction of the Project, referenced as Parcel No. 0060-023A consisting of approximately 0.016 acres or 700 square feet as designated on Attachment "2," attached hereto, and made a part hereof ("TCA Area").
- 3. <u>COMPENSATION</u>. County shall pay to the order of Grantor the sum of Three Thousand Dollars (\$3,000.00) for the right to enter upon and use the TCA Area in accordance with the terms hereof.
- 4. <u>NOTICE TO GRANTOR</u>. County shall provide a thirty (30) day written notice shall be given to Grantor prior to the start of construction. The rights herein granted may be exercised for thirty (30) months from the date the Agreement is signed by the Parties.

11 12

13 14

15 16

17

18 19

21 22

20

23 24

27

25 26

- 5. **EQUIPMENT**. It is understood that the County may enter upon the TCA Area where appropriate or designated for the purpose of getting equipment to and from the TCA Area. County agrees not to damage the TCA Area in the process of performing such activities.
  - 6. REMOVAL OR DISPOSAL. Intentionally omitted.
  - 7. GRANTOR'S USE OF CONTRACTORS. Intentionally omitted.
  - 8. COUNTY TO PROTECT OR REPLACE. Intentionally omitted.
- 9. <u>DEBRIS REMOVED</u>. At the termination of the period of use of TCA Area 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.
- 10. HOLD HARMLESS. Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCA Area permitted under this Agreement; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the Property.
- 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the Property and that they have the right to grant County permission to enter upon and use the Property.
- 12. ENTIRE AGREEMENT. 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. This Agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it provided or prepared this Agreement.
- 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
- 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement,

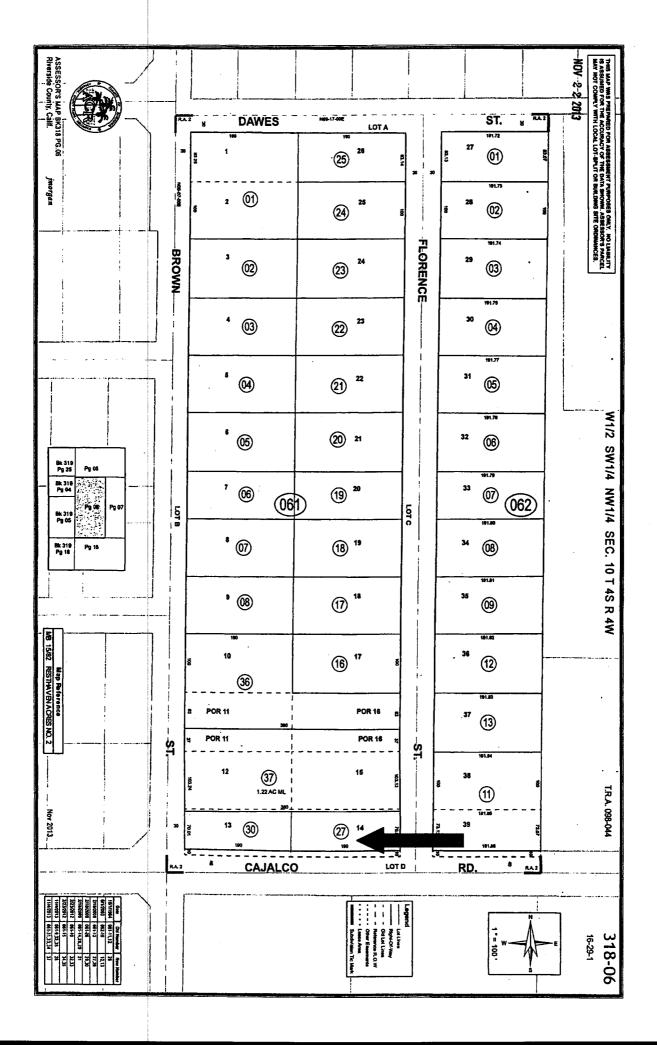
and all the parties thereto shall be jointly and severally liable thereunder.

- 15. <u>TITLES AND HEADINGS</u>. Titles and headings to articles, paragraphs or subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions of this Agreement.
- 16. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

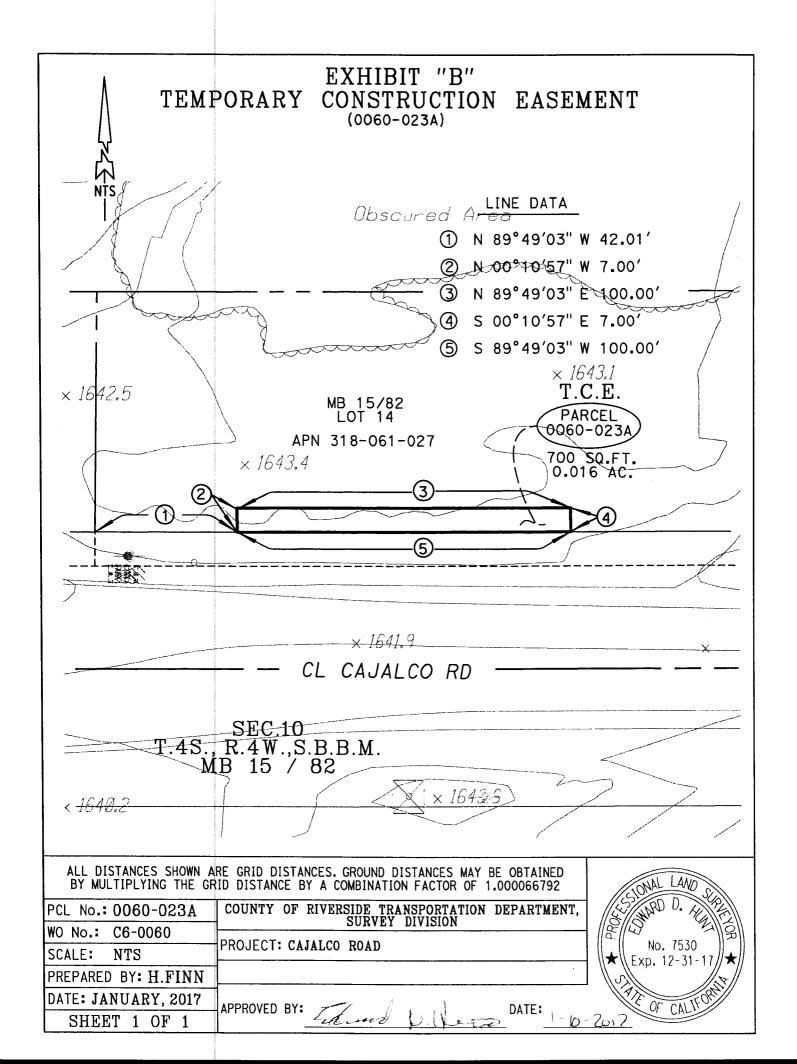
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1	17. <u>COUNTERPARTS</u> . This Ag	greement may be signed in counterpart or
2	duplicate copies, and any signed counterp	part or duplicate copy shall be equivalent to a
3	signed original for all purposes.	
4	In Witness Whereof, the Parties have	ve executed this Agreement the day and year
5	last below written.	
6	JUL 1 1 2017	
7		
8	COUNTY:	GRANTOR:
9	COUNTY OF RIVERSIDE, a political subdivision of the State of California	FAYEZ SEDRAK, by deed which recites: a married man as his sole and
10		separate property
11	By:	By:
12	Chairman JOHN TAXAGLICNE Board of Supervisors	Fayez Sedrak
13	ATTEST:	
14	Kecia Harper-Ihem Clerk of the Board	
15	Kannahanta.	
16	By: // IV/V///////////////////////////////	
17		
18	APPROVED AS TO FORM:	
19	Gregory P. Priamos, County Counsel	
20	By: Nauska Niety 5/12/17 Deputy County Counsel	
21	Deputy County Counsel	
22		
23		
24		
25		
26		
27		

# ATTACHMENT "1" ASSESSOR'S PLAT MAP



### ATTACHMENT "2" TEMPORARY ACCESS PLAT MAP Parcel 0060-023A 1. A portion of APN: 318-061-027 in favor of the County



26

27

28

PROJECT:

CAJALCO ROAD SAFETY PROJECT

PARCEL:

0060-027A

APN:

319-052-017 (PORTION)

#### TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and HELEN M. ALDRIDGE and JAMES ALDRIDGE JR., wife and husband as joint tenants ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

- 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon and use the land of Grantor in the County of Riverside, State of California, described as portion of Assessor's Parcel Number 319-052-017, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, to use the portion of the property for all purposes necessary to facilitate and accomplish the construction of the Cajalco Road Safety Project ("Project").
- AFFECTED PARCEL. The temporary construction access, used during 2. construction of the Project, referenced as Parcel No. 0060-027A consisting of approximately 0.011 acres or 500 square feet as designated on Attachment "2," attached hereto, and made a part hereof ("TCA Area").
- 3. COMPENSATION. County shall pay to the order of Grantor the sum of Five Thousand Two-Hundred Dollars (\$5,200.00) for the right to enter upon and use the TCA Area in accordance with the terms hereof.
- 4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written notice shall be given to Grantor prior to the start of construction. The rights herein granted may be exercised for thirty (30) months from the date the Agreement is signed by the Parties.

- 5. <u>EQUIPMENT</u>. It is understood that the County may enter upon the TCA Area where appropriate or designated for the purpose of getting equipment to and from the TCA Area. County agrees not to damage the TCA Area in the process of performing such activities.
- 6. <u>REMOVAL OR DISPOSAL</u>. The right to enter upon and use TCA Area includes the right to remove and dispose of Items 1-4 listed in Attachment "3." Payment to the Grantor for Items 1-4 listed in Attachment "3" are included in the compensation portion of this Agreement.
- 7. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the contractor(s) for Items 1-4 of Attachment "3" and Grantor shall directly compensate each contractor for all costs, fees, and/or expenses. The County is not responsible for any payment to the selected contractor(s) and Grantor shall indemnify, defend, protect, and hold County, its officers, employees, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses, including without limitations, attorney's fees, whatsoever arising from or cause in whole or in part, directly or indirectly, by any actions of the said contractor(s).
- 8. <u>COUNTY TO PROTECT OR REPLACE</u>. County shall protect in place or replace in like kind the mailbox, planter block wall and fencing.
- 9. <u>DEBRIS REMOVED</u>. At the termination of the period of use of TCA Area 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.
- 10. <u>HOLD HARMLESS</u>. Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCA Area permitted under this Agreement; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the Property.
- 11. <u>OWNERSHIP</u>. Grantor hereby warrants that they are the owners of the Property and that they have the right to grant County permission to enter upon and use the Property.

12 13

14 15

16 17

18 19

20 21

22

23 24

25 26

27

28

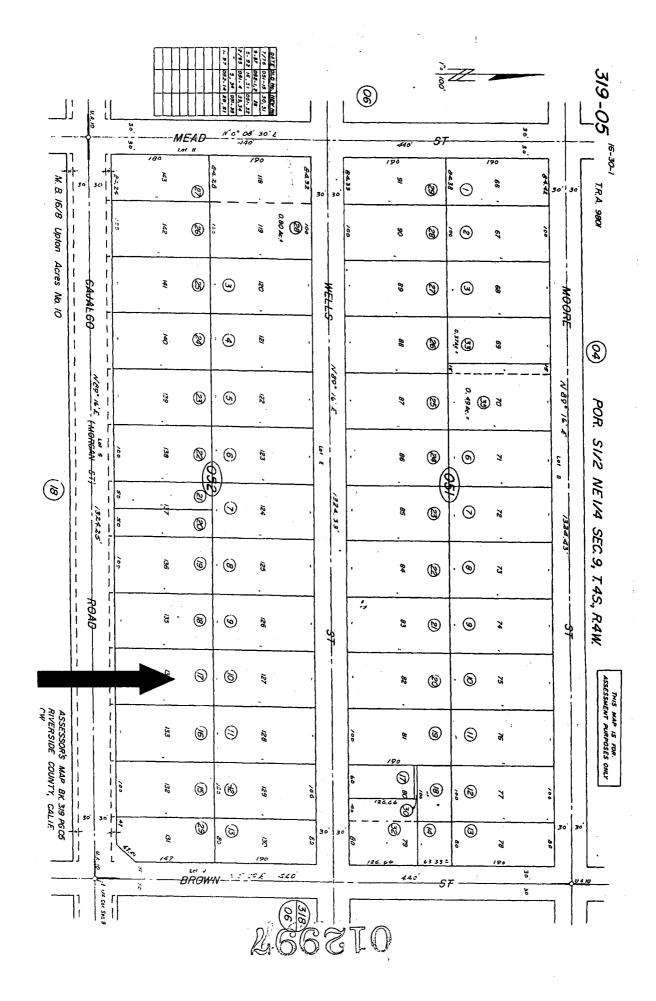
- 12. ENTIRE AGREEMENT. This Agreement is the result of negotiations between the parties hereto. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it provided or prepared this Agreement.
- 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
- 14. <u>SUCCESSORS AND ASSIGNS</u>. 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.
- 15. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions of this Agreement.
- 16. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1	17. <u>COUNTERPARTS</u> . This Ag	greement may be signed in counterpart or			
2	duplicate copies, and any signed counterp	part or duplicate copy shall be equivalent to a			
3	signed original for all purposes.				
4	In Witness Whereof, the Parties hav	ve executed this Agreement the day and year			
5	last below written.				
6	Dated: 'JUL 1 1 2017	<del></del>			
7					
8	COUNTY:	GRANTOR:			
9	COUNTY OF RIVERSIDE, a political subdivision of the State of California	HELEN M. ALDRIDGE and JAMES ALDRIDGE, JR., wife and husband as joint tenants			
10	2/1/6	$A/A \cdot OO(10)$			
11	Chairman JOHN TAVAGLIONE	By: ( <u>//elen &amp;n Worrdoo</u>			
12   13	Board of Supervisors				
	ATTEST:	James Aldridge, Jr.			
14	Kecia Harper-Ihem	dames Aldrage, or.			
15	Clerk of the Board				
16 17	By: Allegaton				
18	Lieputy '				
19	APPROVED AS TO FORM:				
20	Gregory P. Priamos, County Counsel				
21	By: Naisle & Vector 5/16/17				
22	By: Saisle 17 Velly 5/16/17				
23	Deputy County Counsel				
24					
25					
26					
27					

SV:jb/041117/465TR/18.875

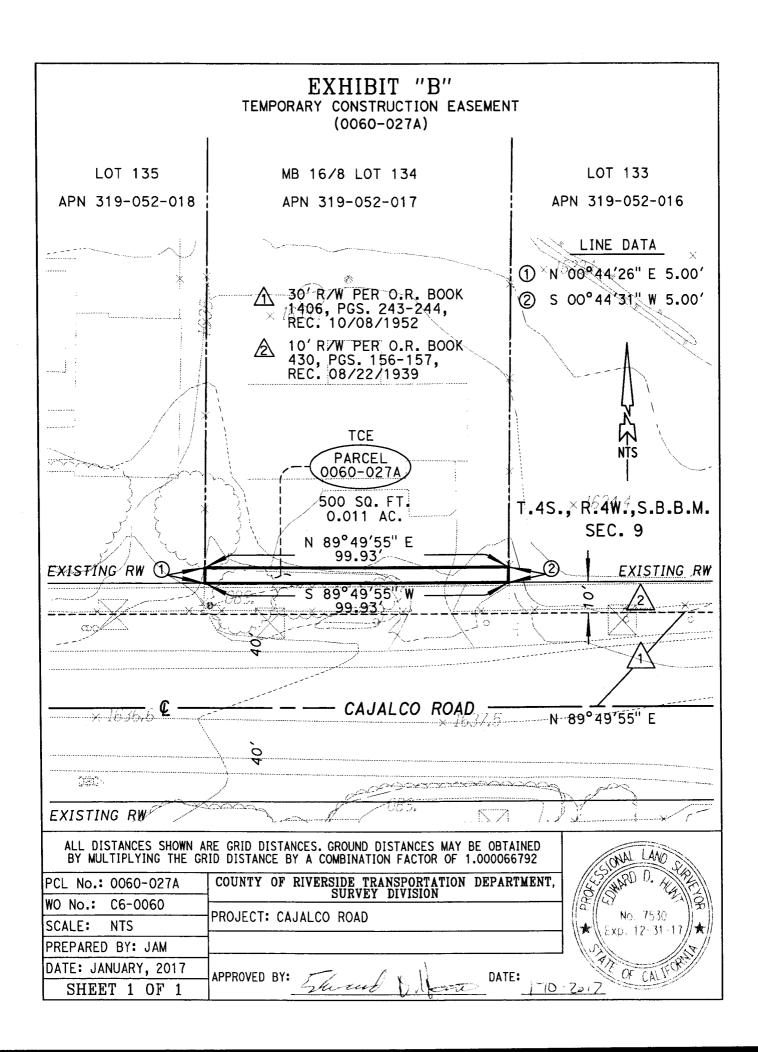
# ATTACHMENT "1" ASSESSOR'S PLAT MAP



# ATTACHMENT "2" TEMPORARY ACCESS PLAT MAP

### Parcel 0060-027A

1. A portion of APN: 319-052-017 in favor of the County



### **ATTACHMENT "3"**

Item	Description	Cost
1	480 square feet of grass @ \$2.50/sf	\$1,200
2	2, 48" box trees @ \$850 each	\$1,700
3	6, oleander bushes @ \$50 each	\$300
4	20 cacti @ \$25 each	\$500
	Total Landscape/Hardscape	\$3,700



### **COUNTY OF RIVERSIDE**

### TRANSPORTATION AND LAND MANAGEMENT AGENCY

### **Transportation Department** NOTICE OF EXEMPTION



Juan C. Perez, P.E., T.E. Director of Transportation

February 9, 2017

PROJECT TITLE: Cajalco Road Interim Safety Project

Work Order #ZC6-0060, Task Code #Z1530

**PROJECT SPONSOR:** Riverside County Transportation Department

PROJECT LOCATION: Located in Western Riverside County

**SUPERVISORIAL DISTRICT:** First

Original Negative Declaration/Notice of Determination was routed to County

Initia

PROJECT DESCRIPTION: The Riverside County Transportation Department (County) proposes to construct a center (two-way) turn lane and right and left turn pockets along Cajalco Road from Brown to Day Street (approximately 8000 feet). The project transitions back to the existing cross section to the west of Brown Street and to the east of Day Street. The intersections at Brown, Clark and Day Streets will be modified to accommodate the improvements. Lane closures will be managed to provide at least one lane in each direction of travel to be open at all times. Temporary and permanent right of way will be obtained in order to construct the project in accordance with the Uniform Act. No business or resident relocations will be necessary.

The project will improve circulation in the area, and provides transit, pedestrian and ADA infrastructure, including:

- Widening of the roadway 6 feet on each side, digout and repair failed sections of existing
- Pavement striping and signing adjustments.
- Bus stop accomodation and limited sidewalk construction to ADA standards at some intersections.
- Relocation of traffic signals at Brown and Clark Streets.
- Temporary and permanent acquisition of right of way to accommodate improvements.
- Culvert extensions and appurtenances to relay stormwater.
- Relocation of electric transmission and electric distribution lines, a natural gas vault, and other utilities.

In accordance with Section 7.1 of the Western Riverside County MSHCP, necessary operation and maintenance along existing roadways are considered a covered activity outside cell criteria areas. The project will comply with MSHCP construction guidelines and BMP's. A pre-construction nesting bird survey will be required if construction takes place during the nesting bird season.

The Riverside County Transportation Department Staff conducted a review of this project and has determined that the proposal qualifies for a Categorical Exemption per the California Environmental Quality Act (CEQA) Guidelines. Environmental studies are available for inspection at the County office located at 3525 14th Street, Riverside, CA.

JUL 11 2017 3.20

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

### California Environmental Quality Act Guidelines:

Section 15301 (c) — Existing Facilities — The project proposes minor widening to accommodate the inclusion of a center (two-way) turn lane and right and left turn pockets. This minor alteration to the existing public structure involves negligible or no expansion of capacity and is exempt from CEQA under Section 15301(c). The improvements are consistent with Section 15301(c) because the project is improvement of an existing road and associated facilities.

By: Jan Bulinski, Senior Transportation Planner

Signed:

Russell Williams, Environmental Division Manager

### RIVERSIDE COUNTY CLERK & RECORDER

### AUTHORIZATION TO BILL BY JOURNAL VOUCHER

### -TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATIONN	UMBER: W.O.#ZC60060C, Task Code Z1530
AMOUNT:	537280-20000-3130500000 ZC60060C Z1530 \$50.00
DATE:	January 24, 2017
AGENCY:	Riverside County Transportation Department
	THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR L FILING AND HANDLING FEES FOR THE ACCOMPANYING
NUMBER OF DOCU	MENTS INCLUDED: One (1)
AUTH	ORIZED BY: Russell Williams. Environmental Division Manager
Signature:	RWilli
PRESENTED BY:	Jan Bulinski
	-TO BE FILLED IN BY COUNTY CLERK-
ACCEPTED BY:	
DATE:	
RECEIPT # (S)	