

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



**ITEM
3.6
(ID # 5467)**

MEETING DATE:

Tuesday, November 7, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT AGENCY -TRANSPORTATION DEPARTMENT :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT AGENCY -TRANSPORTATION DEPARTMENT: Approval of
Temporary Construction Access Agreement for a Portion of Assessor's Parcel
Number 749-050-005 for the Grapefruit Boulevard and 62nd Avenue Traffic
Signal Project in the Mecca Area, CEQA Exempt, District 4; [Total Cost - \$9,700;
DIF fund 30502-100%] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c);
2. Approve the attached Temporary Construction Access Agreement between the County of Riverside and JiMo, LLC, an Oregon limited liability company, for a temporary construction access identified as Parcel 0084-004A, located within a portion of Assessor's Parcel Number 749-050-005 and authorize the Chairman of the Board to execute the agreement on behalf of the County;

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA

10/18/2017

Patricia Romo, Director of Transportation

10/25/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: November 7, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Assistant County Executive Officer/Economic Development Agency (EDA) or his designee to execute any other documents and administer all actions necessary to complete the transactions;
4. Authorize and allocate the amount of \$5,000.00 for the temporary construction access to Parcel 0084-004A located within a portion of Assessor's Parcel Number 749-050-005;
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$4,700.00 for due diligence and staff expenses; and
6. 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 Cost
COST	\$ 9,700	\$ 0	\$ 9,700	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: DIF fund 30502			Budget Adjustment: No	
			For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) as the lead agency under CEQA, is proposing to install a traffic signal to improve the safety at the intersection of Grapefruit Boulevard and 62nd Avenue and the adjacent Union Pacific Railroad at-grade crossing in the Mecca area (Project). The Vicinity Map of the Project is identified as Exhibit A.

Pursuant to CEQA, Transportation staff conducted a review of the proposed project and determined that the project, including the temporary construction access, is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301(c).

On April 4, 2017, the California Department of Transportation (Caltrans), the National Environmental Policy Act (NEPA) Lead Agency, made a NEPA Categorical Exclusion Determination under 23 CFR 771.117(c) based on an examination of the Project and supporting information.

The Economic Development Agency-Real Estate Division (EDA-RE) has negotiated the temporary construction access from JiMo, LLC for the price of \$5,000.00 located within Assessor's Parcel Number 749-050-005. There are costs of \$4,700.00 associated with this

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transaction which includes Preliminary Title Report, county appraisal, and EDA Real Property staff time.

Impact on Citizens and Businesses

Installation of the traffic signal will reduce the potential for vehicle and pedestrian conflicts, thus improving public safety in the area.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the temporary construction access of a portion of Assessor's Parcel Number 749-050-005, more fully described in the table below:

Temporary Construction Access Agreement within a portion of APN: 749-050-005	\$ 5,000
Preliminary Title Report	450
County Appraisal Costs	2,250
EDA Real Property Staff Time	2,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$ 9,700

The transaction costs in the amount of \$4,700 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 Construction Access Agreement is fully funded by East County DIF-100%. 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 0084-004A

RF:PR::VC:VY:SV:ra 459TR 19.261 13689
Transportation Work Order No. C3-0084
MinuteTrak 5467


Nehini Laszka, Principal Management Analyst 10/30/2017


Gregory J. Priamos, Director County Counsel 10/19/2017

and capacity for roadway users. The addition of a right-turn lane on Grapefruit Boulevard for the northbound direction will allow the traffic signal to run under limited service during railroad preemption. The proposed improvements will improve the operation and safety of the intersection and the adjacent railroad at-grade crossing. Special Provisions will include restrictions on construction parking, protection for working adjacent to existing trees, vegetation and power poles, as well as water quality measures (if needed).

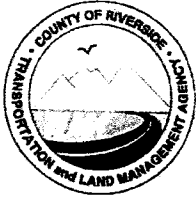
The Riverside County Transportation Department Staff conducted a review of the above referenced project and has determined that the proposal qualifies for a Class 1 Categorical Exemption per the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (c), Article 19, commencing with Section 15300.

Per Section 15301 (c) of the CEQA Guidelines, Class 1 projects consist of the operation, repair and maintenance of existing public facilities, such as highways, streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities. Thus, the project proposal is a Class 1 operation and maintenance project which will involve the installation of: 1) a new traffic signal; 2) associated intersection improvements; 3) at-grade railroad crossing improvements; 4) new curb/gutter; 5) a new storm drain pipe to lengthen the existing storm drain system to accommodate pavement widening; 6) new handicap ramps and other incidental work including signs and markings.

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)

By: Marcia Frances Rose, Senior Transportation Planner

Signed: *Russell Williams*
Russell Williams, Environmental Division Manager



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation and
Land Management

Transportation Department

Patricia Romo, P.E.
Assistant Director of Transportation

RIVERSIDE COUNTY CLERK & RECORDER
AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: W.O.# ZC30084C Task Code Z1530

AMOUNT: \$50.00

DATE: July 31, 2017

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: *Russell Williams*

PRESENTED BY: Marcia Frances Rose, Senior Transportation Planner

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

1 PROJECT: GRAPEFRUIT AND 62ND AVENUE
2 TRAFFIC SIGNAL PROJECT
3 PARCEL: 0084-004A
4 APN: 749-050-005 (PORTION)
5

6 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

7 This Temporary Construction Access Agreement ("Agreement") is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
9 ("County") and JiMo, LLC, an Oregon limited liability company ("Grantor"). County and
10 Grantor are sometimes collectively referred to as "Parties".

11 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
12 and use the land of Grantor in the County of Riverside, State of California, described
13 as portion of Assessor's Parcel Number 749-050-005, highlighted on Attachment "1,"
14 attached hereto ("Property"), and made a part hereof, to use the portion of the property
15 for all purposes necessary to facilitate and accomplish the construction of the
16 Grapefruit and 62nd Avenue Traffic Signal Project ("Project").

17 2. AFFECTED PARCEL. The temporary construction access, used during
18 construction of the Project, referenced as Parcel No. 0084-004A consisting of
19 approximately 0.105 acres or 4,587 square feet as designated on Attachment "2,"
20 attached hereto and made a part hereof ("TCA Area").

21 3. COMPENSATION. County shall pay to the order of Grantor the sum of
22 Five Thousand Dollars (\$5,000.00) for the right to enter upon and use the TCA Area in
23 accordance with the terms hereof.

24 4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written
25 notice to Grantor prior to the start of construction. The rights herein granted may be
26 exercised for thirty (30) months from the date the Agreement is signed by the Parties.
27
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NOV 07 2017 3.6

1 5. EQUIPMENT. It is understood that the County may enter upon the TCA
2 Area where appropriate or designated for the purpose of getting equipment to and from
3 the TCA Area. County agrees not to damage the TCA Area in the process of
4 performing such activities.

5 6. REMOVAL OR DISPOSAL. Intentionally omitted.

6 7. GRANTOR'S USE OF CONTRACTORS. Intentionally omitted.

7 8. COUNTY TO PROTECT OR REPLACE. Intentionally omitted.

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

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

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

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

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

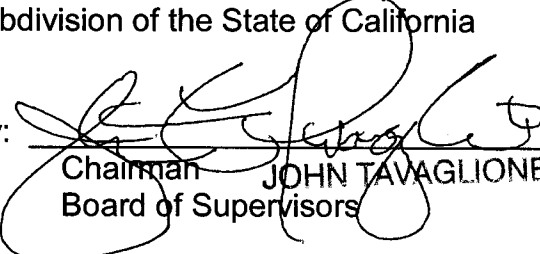
16. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction 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.

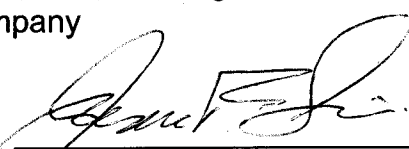
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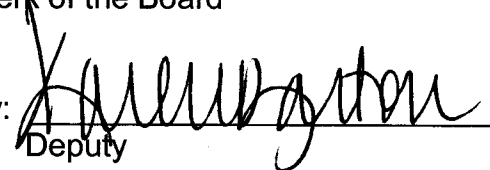
1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

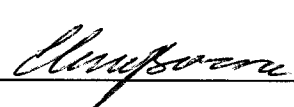
4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6 Dated: NOV 07 2017

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8 COUNTY:
9 COUNTY OF RIVERSIDE, a political
10 subdivision of the State of California
11 By: 
12 Chairman JOHN TAVAGLIONE
13 Board of Supervisors

GRANTOR:
JiMo, LLC, an Oregon limited liability
company
By: 
Its: owner

14 ATTEST:
15 Kecia Harper-Ihem
16 Clerk of the Board
17 By: 
18 Deputy

19 APPROVED AS TO FORM:
20 Gregory P. Priamos, County Counsel
21 By: 
22 Deputy County Counsel
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28 SV:ra/080317/459TR/19.065

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

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1 ATTACHMENT "2"
2 TEMPORARY ACCESS PLAT MAP

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4 Parcel 0084-004A

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6 1. A portion of APN: 749-050-005 in favor of the County
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