

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



ITEM
3.10
(ID # 6868)

MEETING DATE:

Tuesday, May 8, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Second Amendment to Lease, Riverside County Library System, Idyllwild, Fifteen Year Lease, CEQA Exempt, District 3, [\$115,036]; County Library Fund 100% (Clerk to File Notice of Exemption)

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 Section 15301, Existing Facilities exemption and Section 15061(b)(3) "common sense" exemption;
2. Approve the attached Second Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by the Board.

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 4/24/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: May 8, 2018
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 7,065	\$ 7,140	\$115,036	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2032/33	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Second Amendment to Lease represents a request from the Riverside County Library System to extend the lease for its library parking lot, APN 565-062-016, located in Idyllwild, California, commencing on April 1, 2018 through March 31, 2033. County will pay the annual rental amounts below to Lessor for the rental of the parking spaces and the improvements.

Lessor: Tenacity, LLC
Post Office Box 243
Idyllwild, California 92549

Location: Library Parking Lot, APN 565-062-016

Term: April 1, 2018 through March 31, 2033

Rent:

<u>Year</u>	<u>Monthly</u>	<u>Annual</u>	<u>Year</u>	<u>Monthly</u>	<u>Annual</u>
1	\$200.00	\$2,400.00	9	\$253.38	\$3,040.56
2	\$206.00	\$2,472.00	10	\$260.99	\$3,131.88
3	\$212.18	\$2,546.16	11	\$268.82	\$3,225.84
4	\$218.55	\$2,622.60	12	\$276.89	\$3,322.68
5	\$225.11	\$2,701.32	13	\$285.20	\$3,422.40
6	\$231.87	\$2,782.44	14	\$293.76	\$3,525.12
7	\$238.83	\$2,865.96	15	\$302.58	\$3,630.96
8	\$246.00	\$2,952.00			

In addition, \$4,333.33 annually for the paving, striping, and adding bumpers to the property.

The attached Third Amendment to Lease has been approved as to form by County Counsel.

Impact on Citizens and Businesses

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

The new repairs of the parking lot will better serve the needs of the Idyllwild community and will eliminate safety concerns as well as provide for ADA compliance and accessible parking access.

**SUPPLEMENTAL:
Additional Fiscal Information**

See attached Exhibits A, B & C.

There are sufficient funds in the County Library Fund FY 2017/18 budget to fund this new facility. No additional County funds are required.

Contract History and Price Reasonableness

This Lease has been in place since 2013.

Attachments:

- Second Amendment to Lease
- Exhibits A, B & C
- Notice of Exemption
- Aerial Map

RF:HM:VY:MH:ra ID009 19.814 13825
Minute Traq ID# 6868


Rohini Basra, Principal Management Analyst 4/30/2018

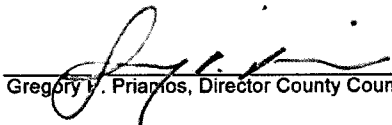

Gregory V. Priamos, Director County Counsel 4/25/2018

Exhibit A

FY 2017/18 Idyllwild Parking Lot

ESTIMATED AMOUNTS

FY17/18 Lease Cost per Month (July - Mar)	\$	150.00
FY17/18 Lease Cost per Month (Apr - June)	\$	200.00
FY18/19 Lease Cost per Month (July - Mar)	\$	200.00
Total Lease Cost (July - Mar)	\$	1,350.00
Total Lease Cost (Apr - June)	\$	600.00
Lease Cost per Month (July - Mar)	\$	1,800.00
Total Estimated Lease Cost for FY 2017/18	\$	3,750.00
Annually paving, striping adding bumpers (April - March)	4,333.33	\$ 4,333.33
EDA Lease Management Fee - 3.93%		\$ 53.06
EDA Lease Management Fee - 4.92%		\$ 331.28
Total Estimated Cost for FY 2017/18		\$ 8,467.66
Amount Approved in Previous Agreement		\$ 1,403.06
Amount of FY17/18		<u>\$ 7,064.61</u>

Exhibit B

FY 2018/19 Idyllwild Parking Lot

ESTIMATED AMOUNTS

FY18/19 Lease Cost per Month (Apr - June)	\$	206.00	
FY19/20 Lease Cost per Month (July - Mar)	\$	206.00	
Total Lease Cost (Apr - June)		\$	618.00
Total Lease Cost (July - Mar)		\$	1,854.00
Total Estimated Lease Cost for FY 2018/19		\$	2,472.00
Annually paving, striping adding bumpers		\$	4,333.33
EDA Lease Management Fee - 4.92%		\$	334.82
Total Estimated Cost for FY 2018/19		\$	7,140.15

Exhibit C

FY 2019/20 to FY 2031/32

Idyllwild Parking Lot

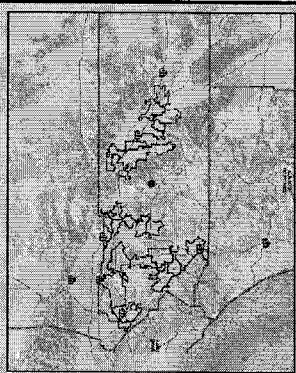
ESTIMATED AMOUNTS

	FY 2019/20	FY 2020/21	FY 2021/22 - FY2031/32
Lease Cost per Month (Apr - June)	\$ 212.18	\$ 218.55	\$ 2,883.43
Lease Cost per Month (July - Mar)	\$ 212.18	\$ 218.55	\$ 2,883.43
Total Lease Cost (Apr - June)	\$ 636.54	\$ 655.65	\$ 8,650.29
Total Lease Cost (July - Mar)	\$ 1,909.62	\$ 1,966.95	\$ 25,950.87
Total Estimated Lease Cost for FY 2019/20 to FY 2031/32	\$ 2,546.16	\$ 2,622.60	\$ 34,601.16
Annually paving, striping adding bumpers	\$ 4,333.33	\$ 4,333.33	\$ 47,666.63
Monthly paving, striping adding bumpers			
EDA Lease Management Fee - 4.92%	\$ 338.47	\$ 342.23	\$ 4,047.58
Total Estimated Cost for FY 2019/20 to FY 2031/32	\$ 7,217.96	\$ 7,298.16	\$ 86,315.37

F11: Cost - Total Cost \$ 115,036.25

Idyllwild Library Parking Lot

APN: 565-062-016



Legend

- City Boundaries
- Cities
- roads
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers



0 239 478 Feet



REPORT PRINTED ON... 4/16/2018 10:39:01 AM

© Riverside County RCIT GIS

Notes

Second Amendment to Lease

"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

5/9/18
Date

VCS
Initial

NOTICE OF EXEMPTION

April 12, 2018

Project Name: County of Riverside, Economic Development Agency (EDA) Idyllwild Library Parking Lot, Second Amendment to the Lease Agreement, Idyllwild, County of Riverside

Project Number: FM042340000900

Project Location: Adjacent to 54401 Village Center Drive (Idyllwild Library), south of Ridgeview Drive, Idyllwild, California 92549; Assessor's Parcel Number (APN) 565-062-016; (See Attached Exhibit)

Description of Project: The County of Riverside (County) entered into a Lease Agreement on April 1, 2013 with Tenacity, LLC, for the use of a portion of APN 565-062-016 as a parking lot for the adjacent Idyllwild Library. The Lease Agreement has been amended once previously, and the space continues to meet the needs of the Library for parking and the parties now desire to amend the Lease Agreement and extend the term of the Lease for an additional fifteen-year term, commencing April 1, 2018 and terminating on March 31, 2033. The Second Amendment to the Lease Agreement with Tenacity, LLC is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the letting of parking space for the library and would involve ongoing use, maintenance and repair of the parking lot. No expansion of the existing library parking lot will occur. The operation of the facility will continue to parking for provide library services and no additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, and Tenacity, LLC

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor does the project have unusual circumstances that could possibility have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Second Amendment to the Lease Agreement for the use and operation of the Idyllwild Library parking lot.

MAY 08 2018 3.10

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a contractual agreement for an existing facility and would include the continued use, maintenance and repairs of the facility to keep the library parking lot functional. The use of the facility by the County would be consistent with the current land use, and would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Second Amendment to the Lease Agreement is a contractual transaction to continue use of an existing facility. The indirect effects would be limited to existing maintenance and use of an existing parking lot to support the adjacent library. The Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will not differ from the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the minor maintenance and continued use of the facility would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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.

Signed: _____



Date: _____

4/12/18

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Idyllwild Library Parking Lot, Second Amendment to the Lease Agreement, Idyllwild, Riverside County, California

Accounting String: 524830-47220-7200400000 - FM042340000900

DATE: April 12, 2018

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Maribel Hyer, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: April 12, 2018

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM042340000900**
Idyllwild Library Parking Lot, Second Amendment to the Lease Agreement, Idyllwild, Riverside County, California

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,
Economic Development Agency,
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

2. **RENT.** Section 3 of the Lease is hereby amended by the following:

<u>Year</u>	<u>Monthly</u>	<u>Annual</u>	<u>Year</u>	<u>Monthly</u>	<u>Annual</u>
1	\$200.00	\$2,400.00	9	\$253.38	\$3,040.56
2	\$206.00	\$2,472.00	10	\$260.99	\$3,131.88
3	\$212.18	\$2,546.16	11	\$268.82	\$3,225.84
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7	\$238.83	\$2,865.96	15	\$302.58	\$3,630.96
8	\$246.00	\$2,952.00			

3. **TENANT IMPROVEMENTS.** Section 5 of the Lease is hereby deleted in its entirety and replaced with the following:

County shall pay as additional rent to Lessor the sum of \$4,333.33 yearly for the paving, striping and adding bumpers to the entire property.

4. **CAPITALIZED TERMS:** Second Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provision thereof.

5. **MISCELLANEOUS.** Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Second Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provision of this Second Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The

1 language in all parts of the Lease shall be construed according to its normal and usual
2 meaning and not strictly for or against either Lessor or Lessee. Neither this Second
3 Amendment, nor the Original Lease, nor any notice nor memorandum regarding the
4 terms hereof, shall be recorded by Lessee.

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1 **6. EFFECTIVE DATE.** This Second Amendment to Lease shall not be
2 binding or consummated until its approval by the Riverside County Board of
3 Supervisors and fully executed by the Parties.

4 IN WITNESS WHEREOF, the parties have executed this Amendment as of the
5 date first written above.

6 Dated: MAY 08 2018


8 **LESSEE:**

9 **COUNTY OF RIVERSIDE,**
10 a political subdivision of the
11 State of California

12 By: 
13 Chuck Washington
14 Board of Supervisors

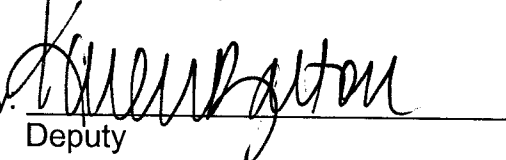
LESSOR:

**TENACITY, LLC., a limited liability
company**

By: 
Name: Shane Thomas Stewart
Its: Manager

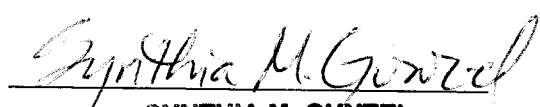
15 **ATTEST:**

16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: 
19 Deputy

22 **APPROVED AS TO FORM:**

23 Gregory P. Priamos, County Counsel

24
25 By: 
26 **SYNTHIA M. GUNZEL**
27 Deputy County Counsel

28 MH:tg/041018/ID009/19.815