

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



ITEM
3.31
(ID # 7417)

MEETING DATE:

Tuesday, September 11, 2018

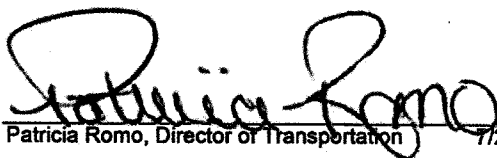
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the use of Comprehensive Transportation Plan Fees for the Regional
Truck Study and Evaluation of a Logistics-Related Regional Fee, All Districts.
[\$250,000 FY 18-19] Comprehensive Transportation Plan Fees 100% (4/5 Vote
Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the use of Comprehensive Transportation Plan Fees to provide \$250,000 to the Riverside County Transportation Commission (RCTC) for the preparation of a Regional Truck Study and Evaluation of a Logistics-related Regional Fee
2. Approve and direct the Auditor-Controller to adjust budget as indicated on Schedule A.

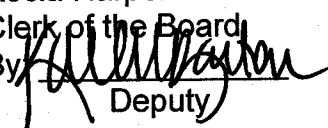
ACTION: 4/5 Vote Required


Patricia Romo, Director of Transportation 7/24/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: September 11, 2018
xc: Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By 
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	\$ 250,000	\$ 0	\$ 250,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Comprehensive Transportation Plan Fees 100%. No General Funds will be used.			Budget Adjustment: Yes	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In July 2016, the Riverside County Transportation Commission (RCTC), the County of Riverside, the City of Moreno Valley, and Highland Fairview executed a settlement agreement in response to litigation involving the World Logistics Center (WLC). RCTC and the County had filed lawsuits challenging the environmental impact report in order to ensure adequate mitigation be included to address added impacts created by the WLC project. Additional lawsuits were filed by the South Coast Air Quality Management District and other parties.

RCTC and the County entered into a settlement agreement which included several provisions, including significant future financial participation from the WLC project towards major transportation infrastructure improvements. A key provision of the settlement provides that RCTC conduct a regional transportation study to evaluate a potential new regional impact fee that could be considered for other future logistics-related projects. A result of the study could be a new program that the County, and cities in the County, adopt. Such a program could potentially set a new fee on new logistics centers based on facility size to help pay for road improvements, which would be in addition to other existing fee programs such as the Transportation Uniform Mitigation Fee (TUMF). The study was to be led and funded by RCTC, with financial contributions as spelled out in the settlement agreement from the City of Moreno Valley, Highland Fairview, and the County.

In January 2017, RCTC executed a consultant contract with WSP USA, formerly Parsons Brinckerhoff, Inc. for the preparation of a regional truck study and the development of a regional logistics mitigation fee. The scope of work included five tasks.

- Task 1: Existing and Future Conditions Analysis
- Task 2: Funding and Cost Analysis
- Task 3: Nexus Study
- Task 4: Fee Allocation Structure and Implementing Mechanism
- Task 5: Study Recommendations

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

The County Transportation Department has been working closely with RCTC staff in the development of the Regional Truck Study and mitigation fee. RCTC has been working diligently on the study and will have results to formally share with its member agencies in the near future. The Transportation Department recommends approval of a \$250,000 contribution via this item to fulfill the County's participation commitment in the Settlement Agreement, given that RCTC is now nearly completed with their efforts and has advanced the full funding for the study.

Impact on Residents and Businesses

The results of the Regional Truck Study will allow the County and other agencies to make better-informed decisions on the traffic impacts associated with new logistics centers, and consider (as separate future items) whether to adopt a regional fee to help further mitigate impacts from such projects.

Additional Fiscal Information

The County will contribute \$250,000 from Comprehensive Transportation Plan Fees, which are specifically assessed on new development, to pay towards regional transportation planning work. No General Funds will be used.

Contract History and Price Reasonableness

Not Applicable.

**SCHEDULE A:
BUDGET ADJUSTMENT**

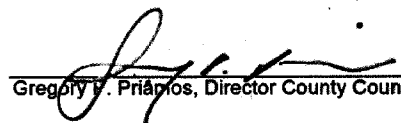
Increase Appropriations:		
20000-3130100000-523230	Miscellaneous Expense	\$250,000

Increase Estimated Revenues:		
20000-3130100000-772190	Comprehensive Transportation Plan Fees	\$250,000

ATTACHMENTS:

Settlement Agreement
RCTC Invoice


Paul A. Angulo, County Auditor-Controller 7/24/2018


Gregory V. Priamos, Director County Counsel 8/30/2018

SETTLEMENT AGREEMENT


This settlement agreement ("Agreement") is made at Riverside, California, as of July 21, 2016, between THE COUNTY OF RIVERSIDE (the "County") and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (the "RCTC"), on the one hand, and the CITY OF MORENO VALLEY and the MORENO VALLEY COMMUNITY SERVICES DISTRICT (collectively the "City"), HF PROPERTIES, SUNNYMEAD PROPERTIES, THEODORE PROPERTIES PARTNERS, 13451 THEODORE, LLC, and HL PROPERTY PARTNERS (collectively "Highland Fairview"), on the other hand, with respect to the following facts:

- A. Highland Fairview was the applicant for, and is now the developer of, the World Logistics Center.
- B. In August, 2015, the City certified an environmental impact report (the "EIR") and immediately thereafter granted a number of land use approvals for the World Logistics Center, which included several legislative and one administrative actions.
- C. Subsequent to the City's approval, a referendum petition seeking to overturn the City's approval of the World Logistics Center was circulated but failed to obtain the required number of valid signatures and was subsequently dropped.
- D. In response to the referendum petition to overturn the City's approval, residents of the City circulated initiative petitions to support and reaffirm the City's approval of the World Logistics Center. The initiatives' sponsors obtained more than the required number of valid signatures.
- E. In September, 2015, the County and the RCTC filed lawsuits in the Riverside Superior Court, Case Nos. RIC 1511180 and RIC 1511130, related to the EIR's compliance with the California Environmental Quality Act (collectively the "CEQA Lawsuits").
- F. The CEQA Lawsuits are in addition to seven other lawsuits questioning the validity of the approvals granted by the City (the "other CEQA Lawsuits").
- G. In November, 2015, the City adopted three resident-sponsored initiatives which vacated the legislative approvals for the World Logistics Center approved in August, 2015, and then adopted them pursuant to the citizens' initiative power, as set forth in Election Code §§ 9214 and 9215, as an adoption in the first instance.
- H. A referendum petition was circulated following the City's adoption of the resident-sponsored initiatives in November, 2015. The referendum's sponsors failed to obtain the required number of valid signatures.

- I. In February, 2016, the RCTC filed a lawsuit in the Riverside Superior Court, Case No. RIC 1602030, questioning the validity of the initiatives adopted by the City in November, 2015 (the "Initiative Lawsuit").
- J. The Initiative Lawsuit is in addition to three other lawsuits questioning the validity of the resident-sponsored initiatives adopted by the City (the "other Initiative Lawsuits").
- K. The County, the RCTC and the City share a mutual desire to advance economic development, encourage sustainable development, support the creation of local jobs, and increase economic opportunities in the County and the City. The parties collectively agree that this settlement will create an opportunity to fund and make a major investment in transportation infrastructure, which in combination with the development, will advance the previously stated objective of creating jobs and economic opportunity. Therefore, the County and the RCTC have determined that the implementation of the provisions of this agreement will provide a resolution in a manner which is consistent with their collective goals.

IN LIGHT OF THE FOREGOING FACTS, IT IS MUTUALLY AGREED THAT:

1. Highland Fairview and the City will each contribute, directly or indirectly, \$100,000, a total of \$200,000, for logistics-related studies. Of this funding, \$100,000 is to be used for truck and logistics-related studies by the Center for Environmental Research and Technology. The remainder (\$100,000) will be used by the Community Translational Research Institute for public health research and programs. The \$200,000 in total contributions will be made no later than 60 calendar days after a final judgment, free from further appellate review, determining that the EIR, as it is or may be revised as a result of the other CEQA Lawsuits, fully complies with CEQA and that the World Logistics Center Project may legally proceed. Highland Fairview and the City shall be acknowledged as having contributed financial support for the studies and shall be provided electronic and hardcopy copies of all reports upon their release. The contributions shall be submitted to the RCTC and shall be managed according to its regular accounting practices.



2. Highland Fairview, the City, ~~the County~~ and the RCTC will each contribute, directly or indirectly, ~~the County~~, for a total of \$1,000,000, to be used for an RCTC-conducted regional transportation study to evaluate a logistics-related regional fee. The contributions shall be submitted to the RCTC and shall be managed according to its regular accounting practices. The contributions will be made no later than 60 calendar days after a final judgment, free from further appellate review, determining that the EIR, as it is or may be revised as a result of the other CEQA Lawsuits, fully complies with CEQA and that the World Logistics Center Project may otherwise legally proceed. If the RCTC fails to award a contract for preparation of the subject regional transportation study within six months of the date the contributions are made by Highland Fairview and the City, both shall be refunded the full amount of their respective contributions and this obligation shall terminate as of the date of the refund. Highland Fairview and the City will have the right to advance these funds at any time.

3. The development of the World Logistics Center currently contemplates Highland Fairview widening Gilman Springs Road from one to three southbound lanes between SR-60 and Alessandro Boulevard during phase 2 of the WLC's construction. See EIR Fig. 4.15.5 on page 4.15-41. The City, the County and Highland Fairview will cooperate to determine the best alignment and configuration for Gilman Springs Road. The money spent by Highland Fairview to improve Gilman Springs Road will be entitled to Transportation Uniform Mitigation Fee ("TUMF") credit to the extent eligible per the TUMF Program Nexus Study and subject to approval by the Western Riverside Council of Governments ("WRCOG") in accordance with its policies and practices. In no event will either the County or the RCTC oppose or object to the WRCOG's granting Highland Fairview TUMF credits for the work to be performed on Gilman Springs Road, provided such credits are granted in accordance with WRCOG's policies and practices.

4. Highland Fairview will contribute \$3,000,000 to be used for safety-related improvements to Gilman Springs Road within 10 days of issuance of the certificate of occupancy for the first warehouse within the World Logistic Center. The contribution shall be submitted to the County and shall be managed according to its regular accounting practices. The contribution will be credited against the in-lieu fee described in paragraph 6 and the RCTC shall manage all fee, contribution or funding according to its regular accounting practices.

5. Highland Fairview will contribute \$3,000,000; \$2,000,000 to be used for engineering studies and project development for SR-60 between the I-215 and Gilman Springs Road and \$1,000,000 for the Theodore Street interchange at SR-60, within 10 days of issuance of the certificate of occupancy for the 4,000,000th square foot of warehouse space within the World Logistics Center. The contribution shall be submitted to the RCTC and shall be managed according to its regular accounting practices. The parties will work together to determine how the contribution is to be spent. The contribution will be credited against the in-lieu fee described in paragraph 6. Highland Fairview will have the right to advance these funds at any time.

6. Highland Fairview will pay a 65¢ per sq.ft in-lieu fee within 10 days of the time of the issuance of each certificate of occupancy for a warehouse within the World Logistics Center. If no logistic-related regional fee has been adopted by the County or at least 75% of the RCTC's member cities within 24 months of the contributions by the City and Highland Fairview referred to in paragraph 2, the in-lieu fee shall be reduced to 50¢ per sq.ft. The in-lieu fee shall be submitted to the RCTC and shall be managed according to its regular accounting practices. The in-lieu fee, whether 65¢ or 50¢ per sq.ft, will be in-lieu of any new logistic-related regional fee or additional fee imposed for transportation purposes, (excluding any TUMF increases) whether imposed by the City or the County and whether the fee imposed is less than, or greater than, 65¢ or 50¢ per sq.ft and will be reduced by the amount of the contributions described in paragraphs 4 and 5. The proceeds of the in-lieu fee will be used for the projects set forth in paragraphs 4 and 5 and/or on SR-60 between I-215 and Gilman Springs Road. If a logistic-related regional fee is adopted by the County and/or the cities, such fee shall not be added to the then existing TUMF fee but will be imposed as a separate fee.

7. Each party will bear its own costs, including, but not limited to, attorneys' fees and costs incurred in, or related to, the CEQA Lawsuits and Initiative Lawsuit and the negotiations leading up to this Agreement.

8. The terms of this Agreement will be embodied in a stipulated judgment in the CEQA Lawsuits in the form of Exhibit A.

9. The RCTC will dismiss the Initiative Lawsuit, with prejudice, and the County will not file any lawsuit regarding the initiatives adopted by the City in November, 2015.

10. The City and Highland Fairview shall fully comply with all provisions of the Final Certified EIR, all CEQA mitigation measures and all conditions of approval imposed on the World Logistics Center in the August 2015 approval process. The County and the RCTC shall not file any lawsuits challenging any approvals granted in the future for the World Logistics Center, provided there are no revisions to the World Logistics Center project which would change the World Logistic Center project description, the Final Certified EIR, any CEQA mitigation measure or any condition of approval imposed on the World Logistics Center in the August 2015 approval process. Should any future approval revise the World Logistics Center resulting in a change to the project description, the Final Certified EIR, any CEQA mitigation measure or any condition of approval imposed in the August 2015 approval process, the County and the RCTC may file a lawsuit challenging any such approval.

In the event of any failure by City and Highland Fairview to comply with the provisions of this Settlement Agreement, any provision of the Final Certified EIR, any CEQA mitigation measure or any condition of approval imposed on the World Logistics Center in the August 2015 approval, County and the RCTC shall be limited to filing a lawsuit for breach of this Settlement Agreement. In order to verify compliance with the August 2015 approval of the World Logistics Center, the City and Highland Fairview shall submit annual reports commencing on or before January 1, 2017 and each year thereafter to the County and the RCTC describing the current status of construction of the World Logistic Center and compliance with the Final Certified EIR, all CEQA mitigation measures and all conditions of approval.

11. The parties will express their positive support of the terms of this Agreement.

12. This Agreement is entered into solely for the benefit of the parties hereto and their successors (including by law, contract or title), transferees and assigns. Other than the parties hereto, their successors, transferees and assigns, no third party shall be entitled, directly or indirectly, to base any claim, or to have any right arising from, or related to, this Agreement.

13. The parties shall execute all further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement. The parties shall act in good faith and shall take all further actions reasonably necessary to effectuate the letter and the spirit of this Agreement.

14. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal context and relationship solely within the State. The language of this Agreement and all other documents referred to herein shall be construed as a whole according to their fair meaning. Venue and jurisdiction with respect to any action arising under or in relation to this Agreement shall be exclusively within the Riverside County Superior Court. To the extent permitted by law, this Agreement is intended as a valid Settlement Agreement pursuant to Evidence Code § 1123 and shall be admissible and enforceable pursuant to Code of Civil Procedure § 664.6.

15. The prevailing party in any litigation brought to enforce or interpret this Agreement shall be entitled to recover its attorneys' fees and all costs of litigation including, but not limited to, expert witness fees, in addition to any other relief to which it may be entitled. Fees and costs not included within those allowed by Code of Civil Procedure § 1033.5 shall be set forth in the parties' pleadings and shall be proved to the trial judge, the right to trial by jury being hereby waived for all purposes. All of the other terms of this Agreement shall remain in effect if the jury waiver set forth in this paragraph 14 is held to be unenforceable.

16. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally, by reliable overnight courier, or by facsimile transmission for receipt during the receiving parties' normal business hours to the party to whom notice is to be given, or on the third (3rd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows:

County of Riverside: County of Riverside, Transportation and Land
Management Agency
4080 Lemon Street, 14th Floor
Riverside, California 92502
Attn: Juan C. Perez, Director
Telephone: (951) 955-6742
Facsimile: (951) 955-6879

Copy to: County of Riverside, Office of County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501
Attn: Gregory P. Priamos, County Counsel
Telephone: (951) 955-6300
Facsimile: (951) 955 6322

RCTC: Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Attn: Anne Mayer, Executive Director
Telephone: (951) 787-7141
Facsimile: (951) 787-7920

Copy to: Michelle Ouellette, Esq.
Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, California 92501
Telephone: (951) 686-1450
Facsimile: (951) 686-3083

City of Moreno Valley: City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552
Attn: Michelle Dawson, City Manager
Telephone: (951) 413-3000
Facsimile: (951) 413-3210

Copy to: Steven B. Quintanilla, Esq.
The Law Offices of Quintanilla & Associates
P.O. Box 176
Rancho Mirage, California 92270
Telephone: (760) 883-1848

Highland Fairview: Iddo Benzeevi
President and Chief Executive Officer
Highland Fairview Operating Co.
14225 Corporate Way
Moreno Valley, California 92553
Telephone: (951) 867-5327
Facsimile: (951) 867-5328

Copy to: Kenneth B. Bley, Esq.
Cox Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Telephone: (310) 284-2231
Facsimile: (310) 284-2100

17. This Agreement contains the entire agreement and understanding concerning the CEQA Lawsuits and the Initiative Lawsuit and supersedes and replaces all prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor the agents nor the attorneys for any party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation or warranty not contained herein. Each party has participated, cooperated or contributed to the drafting and preparation of this Agreement. This Agreement shall not be construed for or against any Party but shall be construed fairly according to its plain meaning, and shall be unconditionally supported by all Parties, in all forums.

18. This Agreement may not be amended except in a writing signed by all the parties hereto.

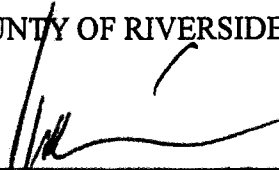
19. The parties to this Agreement hereby acknowledge that they have undertaken an independent investigation of the facts concerning the approvals of the World Logistics Center and the CEQA Lawsuits and Initiative Lawsuit and that they have been advised by their own attorneys. The parties expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

20. Each party signing this Agreement warrants and represents that he or she has been duly authorized to do so by the party he or she represents.

21. This Agreement may be signed in one or more counterparts and, when all parties have signed the original or a counterpart, such counterparts, whether originals, facsimiles or e-mail attachments, together shall constitute one original document.


Dated: July 29, 2016

COUNTY OF RIVERSIDE

By: 
Name: JUAN C. PEREZ
Title: DIRECTOR, COUNTY OF
RIVERSIDE, TRANSPORTATION
AND LAND MANAGEMENT
AGENCY

Approved as to form:

GREGORY P. PRIAMOS
COUNTY COUNSEL


By: 
Name: KARIN WATTS-BAZAN
Title: ASSISTANT COUNTY COUNSEL

Dated: July 29, 2016

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: 
Name: ANNE MAYER
Title: EXECUTIVE DIRECTOR

Approved as to form:

By: 
Name: MICHELLE OUELLETTE
BEST BEST & KRIEGER LLP
Title: COUNSEL FOR RIVERSIDE
COUNTY TRANSPORTATION
COMMISSION

Dated: July __, 2016

CITY OF MORENO VALLEY AND
MORENO VALLEY COMMUNITY
SERVICES DISTRICT

By: _____
Name: DR. YXSTIAN A. GUTIERREZ
Title: MAYOR AND CHAIR

Approved as to form:

By: _____
Name: STEVEN B. QUINTANILLA
THE LAW OFFICES OF
QUINTANILLA & ASSOCIATES
Title: COUNSEL FOR CITY OF MORENO
VALLEY AND MORENO VALLEY
COMMUNITY SERVICES DISTRICT

Dated: July __, 2016

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

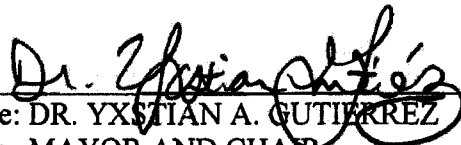
By: _____
Name: ANNE MAYER
Title: EXECUTIVE DIRECTOR

Approved as to form:


By: _____
Name: MICHELLE OUELLETTE
BEST BEST & KRIEGER LLP
Title: COUNSEL FOR RIVERSIDE
COUNTY TRANSPORTATION
COMMISSION

Dated: July __, 2016

CITY OF MORENO VALLEY AND
MORENO VALLEY COMMUNITY
SERVICES DISTRICT

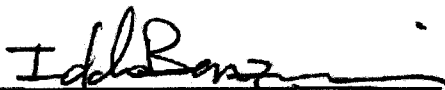
By: 
Name: DR. YXSTIAN A. GUTIERREZ
Title: MAYOR AND CHAIR

Approved as to form:

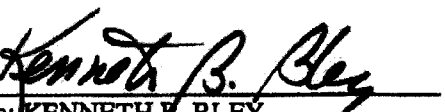
By: 
Name: STEVEN B. QUINTANILLA
THE LAW OFFICES OF
QUINTANILLA & ASSOCIATES
Title: COUNSEL FOR CITY OF MORENO
VALLEY AND MORENO VALLEY
COMMUNITY SERVICES DISTRICT

Dated: July 27 2016

HF PROPERTIES, SUNNYMEAD
PROPERTIES, THEODORE PROPERTIES
PARTNERS, 13451 THEODORE, LLC, AND
HL PROPERTY PARTNERS

By: 
Name: IDDO BENZEEVI
Title: PRESIDENT and CEO

Approved as to form:

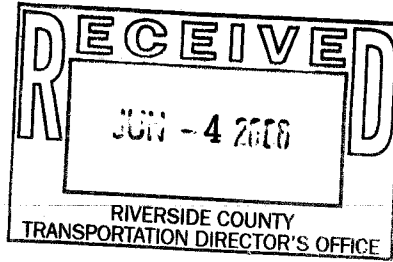
By: 
Name: KENNETH B. BLEY
COX, CASTLE & NICHOLSON LLP.
Title: COUNSEL FOR HF PROPERTIES,
SUNNYMEAD PROPERTIES,
THEODORE PROPERTIES
PARTNERS, 13451 THEODORE,
LLC, and HL PROPERTY
PARTNERS



P.O. BOX 12008
 RIVERSIDE, CA 92502-2208
 (951) 787-7141

INVOICE 01625

Page 1 of 1



CONTRACT #

DATE	05/31/2018
ACCOUNT	0137
AMT DUE	250,000.00

TRANSPORTATION DEPT COUNTY OF RIVERSIDE
 JUAN PEREZ
 4080 LEMON ST
 FLOOR 8
 RIVERSIDE, CA 92501

AMOUNT PAID _____

MAKE CHECKS PAYABLE TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

Riverside County Transportation Commission

DESCRIPTION	AMOUNT
Regional Truck Study, Development and Implementation of Regional Logistics Mitigation Fee	250,000.00
TOTAL AMOUNT DUE:	250,000.00
IF YOU HAVE ANY QUESTIONS, PLEASE CALL ACCOUNTS RECEIVABLE AT (951) 787-7141	
ACCOUNT NO. 0137	INVOICE NO. 01625
CONTRACT NO.	PAYABLE UPON RECEIPT
	250,000.00

Please Remit to: RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 P.O. BOX 12008
 RIVERSIDE, CA 92502-2208

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Jon Shardlow

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 9/11/18 **Agenda #** 3.31

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: John MINNELLA

Address: 19464 Killdeer Court
(only if follow-up mail response requested)

City: Lake Mathews **Zip:** 92570

Phone #: 714/543-9005

Date: 9/11/18 **Agenda #** 3-31

7417

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 Support X Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.