

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



ITEM
3.4
(ID # 9361)

MEETING DATE:

Tuesday, March 19, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Memorandum of Understanding (MOU) by and between the County of Riverside, City of Riverside, and Western Municipal Water District for Van Buren Boulevard Sewer Improvements Project in the Community of Woodcrest and City of Riverside, 1st District. [\$0] (Continue to March 19, 2019)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU), by and between the County of Riverside, City of Riverside, and Western Municipal Water District for the Van Buren Sewer Project and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County of Riverside.

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 3/11/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with direction to EDA to work with RPU staff to assemble a projects team to ensure the community concerns related to the location, design and potential odors of the lift station are promptly addressed; and, assemble a local property owner advisory group to work with First District and the project team to assure local concerns are properly addressed while the project is being designed and constructed.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 19, 2019
xc: EDA

Kecia Harper
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Riverside, 100%. No General Funds will be used on this project			Budget Adjustment:	No
			For Fiscal Year:	2018/19

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

Van Buren Boulevard is a major thoroughfare which connects the SR-91 and SR-215 freeways. The section of Van Buren Boulevard between Dauchy Avenue and King Avenue faces developmental challenges due to the lack of a public sanitary sewer system. The City and County have mutually agreed that this area requires a sanitary sewer system be constructed in order to mitigate failing private septic systems and to create infrastructure for future economic development growth. The Van Buren Sewer Improvements Project (Project) is generally defined, as the construction of a gravity sewer main within Van Buren Boulevard, the construction of a lift station on the north easterly corner of Krameria Avenue and Washington Street, and the construction of a force main to carry effluent and connect into the City's gravity sewer system at Wood Road. The City of Riverside will utilize their Sewer Enterprise Funds to finance the Project.

The City of Riverside City Council approved the MOU on February 5, 2019.

Impact on Residents and Businesses


The MOU will facilitate the roles and responsibilities of each agency and the Project will have no financial impact on property owners. The intent of the City is that the Project will be constructed prior to or at the same time as the County's Van Buren Widening Project reducing interrupted service and congestion.

ATTACHMENTS:

- Memorandum of Understanding
- Exhibit 'A'
- Exhibit 'B'
- Exhibit 'C'

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


Rohini Dasika, Principal Management Analyst 3/13/2019


Gregory V. Priamos, Director County Counsel 3/12/2019

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF RIVERSIDE, THE
CITY OF RIVERSIDE AND WESTERN MUNICIPAL WATER DISTRICT
FOR
VAN BUREN BOULEVARD SEWER IMPROVEMENTS PROJECT

This Memorandum of Understanding, hereinafter referred to as MOU, is entered into on the 19th day of March, 2019, by the County of Riverside hereinafter referred to as "County", City of Riverside, hereinafter referred to as "City" and Western Municipal Water District, hereinafter referred to as "WMWD."

WITNESSETH

A. Van Buren Boulevard is a major transportation arterial between the 91 and 215 freeways crossing the jurisdictions of both the County and City.

B. The section of Van Buren Boulevard between Dauchy Avenue and King Avenue faces development challenges due to the lack of a public sanitary sewer system.

C. The County's Transportation and Land Management Agency (TLMA) is working on a capital improvement project to widen Van Buren Boulevard to three lanes, install center medians, and sidewalk improvements from Wood Road to Washington Street, known as the Van Burden Boulevard Widening Project.

D. Many of the existing retail and commercial frontage properties along Van Buren Boulevard struggle with failed private septic systems.

E. The Van Buren Sewer Improvements Project ("Project") is generally defined, as shown in Exhibit A, as the construction of a gravity sewer main within Van Buren Boulevard, the construction of a lift station on the north easterly corner of Krameria Avenue and Washington Street, and the construction of a force main to carry effluent and join into the City's gravity sewer system at Wood Road. The Project's general sewer service area is for frontage parcels along Van Buren Blvd from Wood Road to King Avenue.

F. In 2015, the County coordinated with the City and WMWD for cost proposals to serve the Project area with a sanitary sewer system. Based upon this exercise, property owners would pay significantly less in connection fees if the project was constructed and maintained by the City.

1 G. The City and County have mutually agreed that the Project area requires a sanitary sewer system be
2 constructed to mitigate failing private septic systems and to create infrastructure for future economic development.

3 H. For parcels within the Project area, both in the City and County jurisdictions, the City will be
4 remunerated for the cost of the infrastructure by charging applicable sewer service charges and fees as per the City
5 wide Sewer Service Monthly Rates schedule, as under effect at the time of private sewer connection by a property
6 owner.

7 I. WMWD will sell, and the City will purchase, a vacant parcel of land on the north easterly corner of
8 Washington Street and Krameria Avenue ("Western Property") for the location of the City's sewer lift station as
9 part of the Project. Said land transaction between WMWD and the City will be a mutually agreed price based upon
10 a fair market appraisal and other considerations, and shall be completed as an "arm's length" transaction.

11 J. WMWD and the City will revise their service areas to reflect parcels that will be served by the City's
12 sewer system as a result of the Project as shown in Exhibit B. Said revisions shall be complete pursuant to
13 applicable legal requirements, and any Cooperative Agreements for Sewer Service between WMWD and the City,
14 and any other applicable requirements. The service area revision shall be completed at the City's sole cost and
15 expense.

16 K. The intent of the City is that the Project will be constructed prior to or at the same time as the County's
17 TLMA Van Buren Boulevard Widening Project.

18 L. The County was tasked with resolving the financial constraints of the proposed Project and to represent
19 those property owners within the unincorporated area of the County. The County worked with the City to
20 determine that the City's Sewer Enterprise Fund has the capacity to finance the Project.

21 THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

22 SECTION I. Design, Construction And Installation of the Project

23 (a) The Project Facilities. City shall be responsible, at its sole cost and expense, for the design,
24 installation, ownership, operation, repair and maintenance of the Project facilities as set forth in Exhibit
25 A.

26 (b) Western Property. WMWD will sell, and the City will purchase, the Western Property described in
27 Exhibit C and generally located on the north easterly corner of Krameria Avenue and Washington
28 Street. The City represents and warrants that the Western Property shall be used only for the proposed

1 lift station, which is needed to receive wastewater deliveries from the properties within the County's
2 jurisdiction. Therefore, the purchase and sale transaction shall include terms and conditions whereby
3 the Western Property will not be sold, and/or shall be re-conveyed to WMWD, if the City does not
4 utilize the Western Property for the construction, installation, and operation of the lift station.

5 (c) County Construction Project. If the Project is deemed ready to construct and TLMA is one year or less
6 from beginning construction of the Van Buren Boulevard Widening Project, the City will coordinate
7 with TLMA for a single construction project through a subsequent Cooperative Agreement. If TLMA is
8 one year or greater from beginning construction on the Van Buren Boulevard Widening Project, then
9 the City will proceed with construction of the Project. The County will not make any financial
10 contribution to the design or construction of the Project.

11 (d) Project Entitlements. For the area of the Project within County jurisdiction, the County will provide the
12 City expedited and no-fee construction review, construction permits and recorded easement(s) for the
13 Project improvements.

14 (e) Boundary Revisions. Minor revisions to the service area boundaries described above may be made
15 with the approval of the Local Agency Formation Commission (LAFCO) (if required), City Council,
16 and WMWD Board of Directors and subject to the Cooperative Agreement and any other contractual
17 arrangements between the City and WMWD in regard to boundary lines.

18 SECTION II. Delivery and Acceptance of Wastewater Flows

19 (a) Coordination between City and County. The City and County will coordinate the points of connection
20 and land use for all properties within the County's jurisdiction of the Project to assist the City with the
21 determination of the connection fee(s). Additionally, the City will work with the County to determine
22 the appropriate construction staging, closures and detours that may be required for the Project in an
23 effort to minimize disruptions to the businesses and public travel.

24 (b) Customer Relationships. City will develop and maintain all customer relationships within the City and
25 the properties that are within the County's jurisdiction that will be connecting to the Project including,
26 but not limited to, wastewater billing and wastewater services.

27
28

1 (c) Connection Fees. All properties within the boundaries as identified in Exhibit "A" shall pay a
2 connection fee as set by the City's current adopted schedules of sewer rates, charges, and fees, as they may
3 be revised from time to time.

4 SECTION III. Term and Termination:

5 (a) TERM OF MOU. The term of this MOU shall be effective on the date of full execution by all parties
6 ("Effective Date"). The term of this MOU shall be from the Effective Date to the date of termination by
7 one or more parties under one of the following procedures:

8 (i) Notice of Opportunity to Cure. If any party to this MOU believes that the other party has
9 failed to perform any obligation of that party in accordance with the terms of this MOU
10 ("Default"), the party alleging the Default shall provide written notice ("Default Notice")
11 to the other party, setting forth the nature of the alleged Default. Unless otherwise
12 provided for by a specific term of this MOU, the party claimed to be in Default shall have:
13 thirty (30) days from the receipt of the Default Notice to completely cure such Default or,
14 if such Default cannot reasonably be cured within such thirty (30) day period, to
15 commence the cure of such Default within the thirty (30) day period and diligently
16 prosecute the cure to completion thereafter. If the party claimed to be in Default does not
17 cure such Default within the time periods and procedures as set forth herein, the party
18 alleging Default may then terminate this MOU.

19 (ii) All parties have mutually agreed to dissolve this MOU.

20 (iii) All work referenced herein has been completed and the sanitary sewer is available for all
21 properties located within the Project that can reasonably connect.

22 SECTION IV. IT IS FURTHER MUTUALLY AGREED:

23 (a) AMENDMENTS TO WORK PROGRAM. County/City/WMWD is authorized to approve and execute
24 changes to this MOU. Such changes shall be mutually agreed upon by and between the County, City or
25 WMWD.

26 (b) CONFLICT OF INTEREST. No member, official, or employee of the County, City, or WMWD shall
27 have any personal interest, direct, or indirect, in this MOU, nor shall any such member, official, or
28 employee participate in any decision relative to this MOU which affects his or her personal interests or the

1 interests of any corporation, partnership, or association in which he or she is directly or indirectly
2 interested.

3 (c) NO THIRD PARTY BENEFICIARIES. This MOU is made and entered into for the sole protection and
4 benefit of the parties hereto. No other person or entity shall have any right of action based upon the
5 provisions of this MOU.

6 (d) INDEMNIFICATION. Each party ("Indemnitor") shall indemnify and hold the other parties
7 ("Indemnitee"), its officers, agents and employees free and harmless from liability to any person or entity
8 not a party to this MOU from any damage, loss or injury to person and/or property which primarily relates
9 to or arises from the actual or alleged negligence of, or willful misconduct of the Indemnitor, its officers,
10 agents, or employee in the execution or implementation of the MOU.

11 (e) NOTICES. Any required notices or correspondence shall be sent to the contact persons listed below:

12 **COUNTY OF RIVERSIDE**

13 **C/O County of Riverside Economic Development Agency**

14 **Assistant County Executive Officer/EDA**

15 **3403 10th Street, Ste. 400**

16 **Riverside, CA 92501**

17
18 **CITY OF RIVERSIDE**

19 **Public Works Department**

20 **Public Works Director**

21 **3900 Main Street**

22 **Riverside, CA 92522**

23
24 **WESTERN MUNICIPAL WATER DISTRICT**

25 **General Manager**

26 **14205 Meridian Parkway**

27 **Riverside CA 92518**

28

- 1 (f) **CHANGES OR MODIFICATIONS.** No part of this MOU may be modified, altered, amended, waived, or
2 changed without the express written consent of all parties hereto.
- 3 (g) **GOVERNING LAW AND JURISDICTION.** The parties agree that in the exercise of this MOU, the
4 parties shall comply with all applicable federal, state, county, and local laws and regulations. The
5 existence, validity, construction, operation, and effect of this MOU and all of its terms and provisions shall
6 be determined in accordance with the laws of the State of California. Any action at law or in equity
7 brought by any party hereto for the purpose of enforcing a right or rights provided for by this MOU shall be
8 tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties
9 hereby waive all provisions of law providing for a change of venue in such proceedings to any other
10 county.
- 11 (h) **ENTIRE MOU.** This MOU embodies the entire agreement between the parties in relation to the subject
12 matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter
13 exists between the parties at the time of execution of this MOU.
- 14 (i) **AUTHORITY TO EXECUTE.** The individuals executing this MOU each represent and warrant that they
15 have the legal power, right, and actual authority to bind their respective parties to the terms and conditions
16 hereof and thereof.
- 17 (j) **AMBIGUITY.** This MOU is the result of negotiations between the parties hereto and the advice
18 and assistance of their respective counsel. The fact that this MOU was prepared as a matter of
19 convenience by the County shall have no import or significance. Any uncertainty or ambiguity in
20 this Agreement shall not be construed against the County on the basis that the County prepared
21 this MOU in its final form.
- 22 (k) **COUNTERPARTS.** The parties may execute duplicate originals (counterparts) of the MOU or any other
23 document that they are required to sign or furnish pursuant to this MOU.
- 24 (l) **RELATIONSHIP OF THE PARTIES.** Nothing contained in this MOU shall be deemed or construed by
25 the parties or by any third person to create the relationship of principal and agent, or partnership or joint
26 venture, or any association between the County, City, and WMWD, and none of the provisions contained in
27 this MOU or any act of the parties shall be deemed to create any relationship other than as specified herein,
28

1 nor shall this MOU be construed, as expressly provided herein, to authorize any party to act as the agent for
2 the other.

3 (m) ATTORNEY FEES. Each Party shall bear its own costs including lawyers' fees, in relation to this
4 Agreement.

5 (n) WAIVER. Any waiver by the County, WMWD, or the CITY of any breach by any other party of any provision of
6 this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision
7 hereof. Failure on the part of the County, WMWD, or the CITY to require from any other party exact, full and
8 complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing
9 the terms hereof or estopping the County, WMWD, or the CITY from enforcing this Agreement.

10 (o) SEVERABILITY. If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or
11 unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated
12 in any way.

13
14 IN WITNESS WHEREOF, the County, City, and WMWD have caused this MOU to be executed by their
15 respective officers. The effective date of this MOU shall be the date first above written.

16
17 **ADOPTED, SIGNED AND APPROVED BY:**

18
19 **RIVERSIDE COUNTY BOARD OF SUPERVISORS** on 1st day of March, 2019.

20 ATTEST:

21 ~~Kecia Harper-Horn~~

22 Clerk to the Board of Supervisors

23 By [Signature]
24 Deputy

23 By [Signature]

24 Chairman of the Board of Supervisors
25 KEVIN JEFFRIES

26 FORM APPROVED COUNTY COUNSEL
27 BY [Signature] 2/14/19
28 KRISTINE BELL-VALDEZ DATE

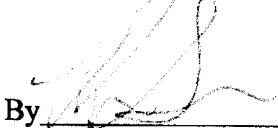
1 CITY OF RIVERSIDE on 8th day of February, 2019.

2 

3 _____
4 Rafael Guzman
Assistant City Manager

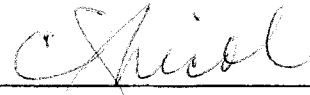
5 APPROVED AS TO FORM:

ATTEST:

6 

7 By _____

8 Deputy City Attorney

9 

10 By _____

11 City Clerk

12
13 WESTERN MUNICIPAL WATER DISTRICT on 17 day of March, 2019.

14 

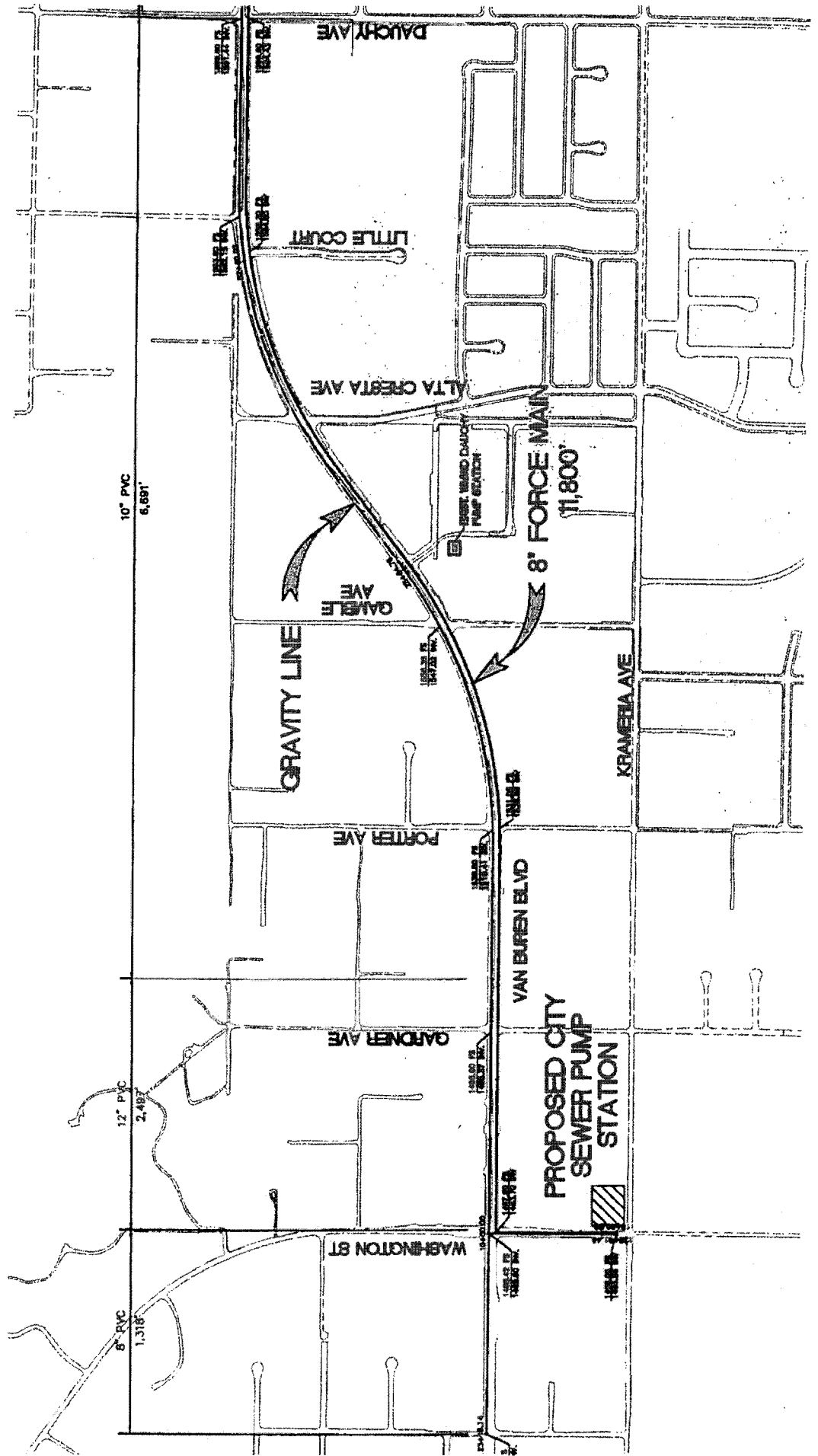
15 _____
16 Chairman of the Board

17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

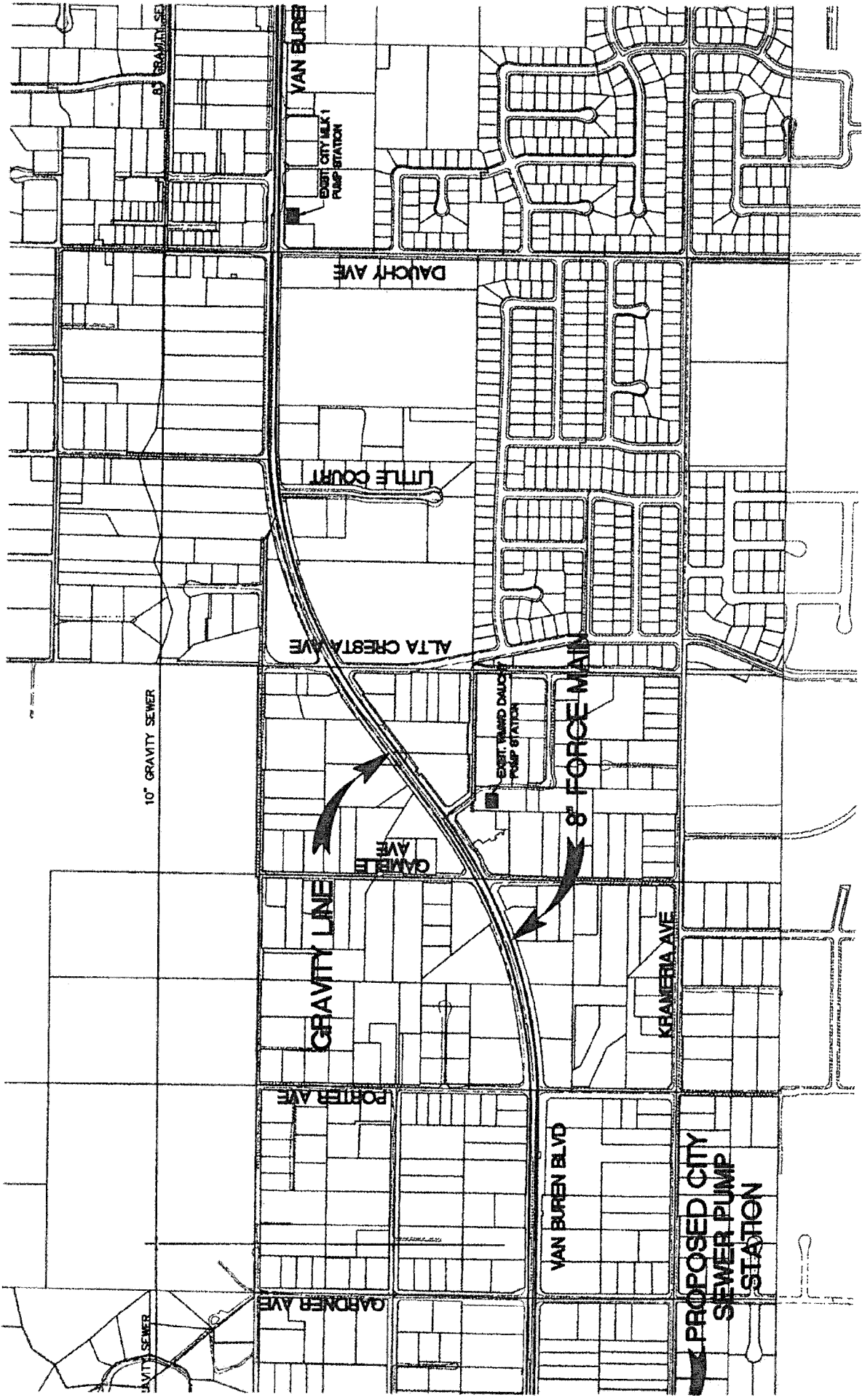
Exhibit A
Van Buren Sewer Improvements Project Map

Van Buren Sewer Improvements



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit B
Project Sewer Service Area



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit C
WMWD Property

SUBJECT PROPERTY



Aerial view of the subject property situated at the northeast corner of Washington Street and Krameria Avenue, within unincorporated Riverside County territory. See additional photograph in the Addenda Section.

APPARENT VESTEE:

County of Riverside

Mailing address: 3403 10th Street, Suite 500
Riverside, California 92501

Telephone: c/o Lorie G. Houghian
Real Property Agent
(951) 955-8916

PROPERTY ADDRESS:

16476 Washington Street
Riverside County, California

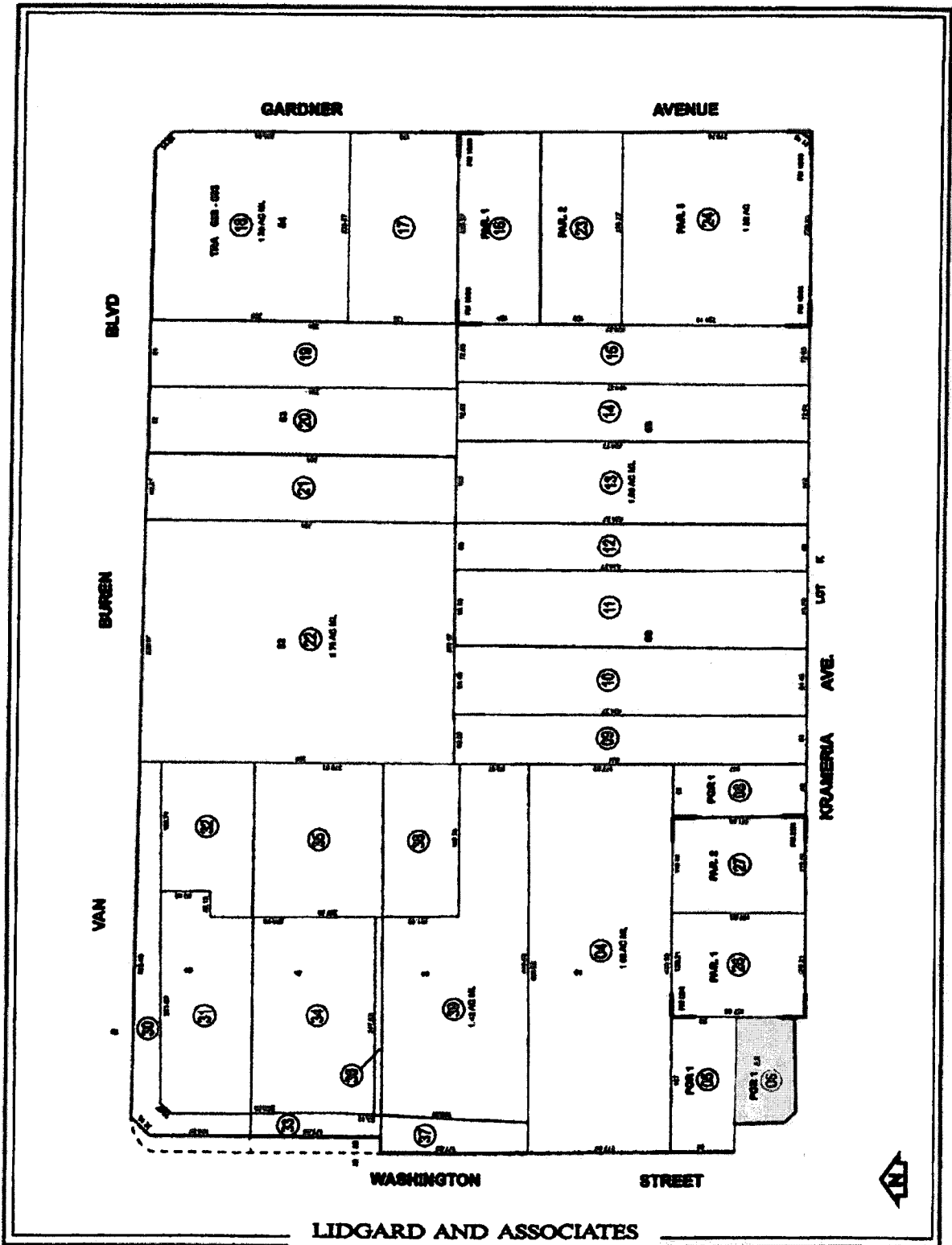
LEGAL DESCRIPTION:

Portion of Lot 1, Woodcrest Acres No. 4, per map recorded in Book 15, Page 24 of Maps, in the office of the County Recorder, County of Riverside, California.

LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS



LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS



LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.7
(MT 8849)

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Economic Development Agency (EDA) regarding Memorandum of Understanding (MOU) by and between the County of Riverside, City of Riverside, and Western Municipal Water District for Van Buren Boulevard Sewer Improvements Project in the Community of Woodcrest and City of Riverside, 1st District, is continued to Tuesday, March 19, 2019 at 9:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 26, 2019 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: February 26, 2019
Kecia Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.

3.7

xc: EDA, CQB

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



ITEM
3.7
(ID # 8849)

MEETING DATE:

Tuesday, February 26, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Memorandum of Understanding (MOU) by and between the County of Riverside, City of Riverside, and Western Municipal Water District for Van Buren Boulevard Sewer Improvements Project in the Community of Woodcrest and City of Riverside, 1st District. [\$0] (Continue to March 19, 2019)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU), by and between the County of Riverside, City of Riverside, and Western Municipal Water District for the Van Buren Sewer Project and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County of Riverside.

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD 2/5/2019

MINUTES OF THE BOARD OF SUPERVISORS

**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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Riverside, 100%. No General Funds will be used on this project			Budget Adjustment:	No
			For Fiscal Year:	2018/19

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

Van Buren Boulevard is a major thoroughfare which connects the SR-91 and SR-215 freeways. The section of Van Buren Boulevard between Dauchy Avenue and King Avenue faces developmental challenges due to the lack of a public sanitary sewer system. The City and County have mutually agreed that this area requires a sanitary sewer system be constructed in order to mitigate failing private septic systems and to create infrastructure for future economic development growth. The Van Buren Sewer Improvements Project (Project) is generally defined, as the construction of a gravity sewer main within Van Buren Boulevard, the construction of a lift station on the north easterly corner of Krameria Avenue and Washington Street, and the construction of a force main to carry effluent and connect into the City's gravity sewer system at Wood Road. The City of Riverside will utilize their Sewer Enterprise Funds to finance the Project.

The City of Riverside City Council approved the MOU on February 5, 2019.

Impact on Residents and Businesses

The MOU will facilitate the roles and responsibilities of each agency and the Project will have no financial impact on property owners. The intent of the City is that the Project will be constructed prior to or at the same time as the County's Van Buren Widening Project reducing interrupted service and congestion.

ATTACHMENTS:

- Memorandum of Understanding
- Exhibit 'A'
- Exhibit 'B'
- Exhibit 'C'

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


Nehini Masina, Principal Management Analyst 2/19/2019


Gregory V. Priaplos, Director County Counsel 2/14/2019

Maxwell, Sue

From: KaycieThe Esthe <kcsanesthe@gmail.com>
Sent: Monday, March 18, 2019 4:09 PM
To: Jeffries, Kevin
Cc: COB
Subject: [EXTERNAL MAIL] item # 9369 EDA

Mr. Jeffries,

Since I am not able to attend meetings, I am writing you about the proposed pump station at Krameria x Washington. We, as members of this rural community, do not want any sort of pump station especially located across from a school, in our rural area. We pay to live here because of this communities qualities and country feel, if we wanted to pay \$3,000 a month to hear our neighbors flush their toilet we would have bought a house in Orangecrest instead. We do not support this at all and will continue to knock down any attempts from the City for annexation of our community. Let's face it, that's really what it is and I'm sure the city tax payers don't want to "gift" this monstrosity to us either. Our community will not sit quietly about this. It is an absolutely huge NO from us!

Thank you,
Krysten

Maxwell, Sue

From: Maxwell, Sue
Sent: Tuesday, March 19, 2019 7:58 AM
To: COB-Agenda (COB-Agenda@rivco.org); George Johnson (GAJohnson@RIVCO.ORG); Robert Field (RFIELD@RIVCO.ORG); Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Cc: Jacobson, Amber; Mahayni, Cheryl; Holland, Suzanne; Marshall, Heidi
Subject: March 19, 2019 Agenda Item 3.4 (9361) Woodcrest Sewer Project Opposition (Krysten KaycieTheEsthe)

Good morning,

Below is an email received via COB in opposition to the March 19, 2019 Agenda Item No 3.4 (MinuteTraq No 9361) for the Woodcrest Sewer Improvement Project.

The email has been printed and placed with Agenda back-up.

Sincerely,

Sue Maxwell

Board Assistant
Riverside County Clerk of the Board of Supervisors
(951) 955-1069 Fax (951) 955-1071
smaxwell@rivco.org



From: COB
Sent: Tuesday, March 19, 2019 7:43 AM
To: 'KaycieThe Esthe' <kcsanesthe@gmail.com>; Jeffries, Kevin <KJeffries@RIVCO.ORG>
Subject: item # 9369 EDA - March 19, 2019 Agenda Item 3.4 (9361) Woodcrest Sewer Project Opposition

Ms. Krysten,

The Clerk of the Board of Supervisors is in receipt of your letter sent via email regarding the Woodcrest Sewer Improvement Project, and has included it in the record for March 19, 2019, under Agenda Item No 3.4 (9361).

Sincerely,

Sue Maxwell

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
smaxwell@rivco.org
<http://rivcocob.org/>
<https://www.facebook.com/RivCoCOB/>

From: COB

Sent: Tuesday, March 19, 2019 7:37 AM

To: 'Dawn Heath' <dawnsternaz@msn.com>; Jeffries, Kevin <KJeffries@RIVCO.ORG>

Subject: WMWD sewer installation Opposition - March 19, 2019 Item No 3.4 (9361)

Ms. Heath,

The Clerk of the Board of Supervisors is in receipt of your letter sent via email regarding the Woodcrest Sewer Improvement Project, and has included it in the record for March 19, 2019, under Agenda Item No 3.4 (9361).

Sincerely,

Sue Maxwell

Board Assistant

Clerk of the Board of Supervisors

4080 Lemon Street, 1st Floor, Room 127

Riverside, CA 92501

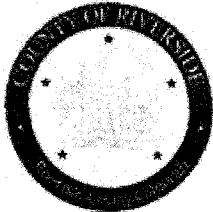
(951) 955-1069 Fax (951) 955-1071

Mail Stop #1010

smaxwell@rivco.org

<http://rivcocob.org/>

<https://www.facebook.com/RivCoCOB/>



NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain **information that is privileged, confidential and exempt from disclosure** under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

From: Dawn Heath <dawnsternaz@msn.com>

Sent: Monday, March 18, 2019 3:49 PM

To: Jeffries, Kevin <KJeffries@RIVCO.ORG>; COB <COB@RIVCO.ORG>

Subject: [EXTERNAL MAIL] WMWD sewer installation

Dear Mr. Jeffries,

As a resident of Woodcrest, I am writing you and asking you to oppose the agenda item tomorrow, Policy Calendar item # 9369 EDA

A sewage lift station at Krameria and Washington Streets is incompatible with a residential neighborhood and across the street from Woodcrest Elementary school! This lot is very small and near where children walk and frequent go by, especially with no bus service from RUSD. The smell from the plant on Wood is unbearable.

I know the City of Riverside claims they are giving WMWD the 14 million sewer project to WMWD. You know at a minimum, Riverside will surely attempt to annex these businesses if not the rest of Woodcrest. On top of this WMWD will probably pass on cost to the consumers. My husband and I have filed a WRIT lawsuit against WMWD due to their unlawful budget based tier practices, which will be heard in court in May. Having another interaction in my neighborhood with WMWD is the last thing I want.

Thank you for your time.

Dawn Heath

Perhaps they are not the stars, but rather openings in Heaven where the love of our lost ones pours through and shines down upon us to let us know they are

3/19/19 3.4
2019-3-142645

From: Maxwell, Sue

Sent: Tuesday, March 19, 2019 7:53 AM

To: COB-Agenda (COB-Agenda@rivco.org) <COB-Agenda@rivco.org>; George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Robert Field (RFIELD@RIVCO.ORG) <RFIELD@rivco.org>; Young, Alisa <AYOUNG@co.riverside.ca.us>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>

Cc: Jacobson, Amber <AJacobson@rivco.org>; Mahayni, Cheryl <CMahayni@rivco.org>; Holland, Suzanne <SHolland@rivco.org>; Marshall, Heidi <HMarshall@rivco.org>

Subject: March 19, 2019 Item No 3.4 (9361) - Public Comment Opposition to Sewer Project (Dawn Heath)

Good morning,

Below is an email received via COB in opposition to the March 19, 2019 Agenda Item No 3.4 (MinuteTraq No 9361) on the Woodcrest Sewer Improvement Project.

The email has been printed and placed with Agenda back-up.

Sincerely,

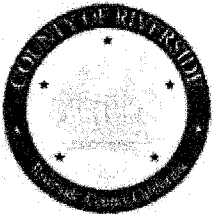
Sue Maxwell

Board Assistant

Riverside County Clerk of the Board of Supervisors

(951) 955-1069 Fax (951) 955-1071

smaxwell@rivco.org



(6 mins) ✓

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 to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Sonya Akemdar

Address: _____

City: Woodcrest Zip: 92508

Phone #: 951 892 8897

Date: 3/19/2019 Agenda # 34

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/Public Comment:

Notwithstanding any other provisions of these rules, a 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. Donated time is not permitted during Public Comment.

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 ensure 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 to 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 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 to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Nancy Embry

Address: _____

City: Woodcrest Zip: _____

Phone #: 9518928897

Date: 3/19/2019 Agenda # 3.4

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: Sonya Alemdark

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/Public Comment:

Notwithstanding any other provisions of these rules, a 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. Donated time is not permitted during Public Comment.

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 ensure 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 to 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 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.