

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



ITEM
3.12
(ID # 9153)

MEETING DATE:

Tuesday, August 27, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND Department of Waste Resources :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratification and Approval of the Lease with Cherry Mobile Park, Portion of Land on the Corner of Euclid Ave and First Street, Beaumont, Department of Waste Resources, 2-Year Lease, District 5, CEQA Exempt, [\$7,554] 100% Waste Resource Enterprise Funds, (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. Ratify and approve the attached Lease between the County of Riverside and Cherry Mobile Park, 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 five (5) days of approval by the Board.

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD

3/22/2019

Hans Kehkamp, General Manager - Chief Engineer

3/27/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 27, 2019
xc: EDA

Kecia R. 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	\$3,777	\$3,777	\$7,554	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Waste Resource Enterprise Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	2019/20- 2020/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 1, 2008, the County of Riverside entered into a lease agreement (Lease) on behalf of the Department of Waste Resources for a portion of land located near the northwest corner of Euclid Avenue and First Street in Beaumont, California. The lease was amended four times to extend the term. The leased portion of land is for the exclusive use of a water tower. The water tower is necessary for the operations of the nearby Lamb Canyon Landfill. This Lease represents a two-year term and is summarized as follows:

Lessor: Cherry Mobile Park
10420 Beaumont Avenue, Suite A
Cherry Valley, California 92223

Premises: Northwest corner of Euclid Avenue and First Street in Beaumont, California

Term: Two years, commencing July 1, 2019

Size: 30ft x 40ft of unimproved land

Rent:

<u>Current</u>	<u>New</u>
\$250 per month	\$300.00 per month
\$3,000 per year	\$3,600 per year

Maintenance: Provided by Lessor

This Lease has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The water tower is a key component for the operations at the Lamb Canyon Landfill. The landfill benefits the residents and businesses in Riverside County.

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Additional Fiscal Information

See attached Exhibits A and B. All associated costs for this Lease will be budgeted in FY19/20-FY20/21 by the Department of Waste Resources. The Department of Waste Resources will reimburse the Economic Development Agency (EDA) for all associated Lease costs on a monthly basis.

Contract History and Price Reasonableness

This is a two year lease and the lease rate is deemed competitive based upon the current market.

Attachments

- Lease
- Notice of Exemption
- Aerial Map
- Exhibits A and B

RF:HM:VY:SG:CD:tg BE003 20.470
Minute Traq ID 9153


Nehini Dasika, Principal Management Analyst 8/19/2019


Gregory V. Priamos, Director County Counsel 8/13/2019

Exhibit A

FY 2019/20 Lamb Canyon Water Tower Portion of Land in Beaumont

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Lease Cost per Month (Jul-Jun)	\$	250.00	
Lease Cost per Month (Jul-Jun)	\$	300.00	
Total Lease Cost (Jul-Jun)	\$	-	
Total Lease Cost (Jul-Jun)	\$	3,600.00	
Total Estimated Lease Cost for FY 2019/20	\$	3,600.00	

Estimated Additional Costs:

EDA Lease Management Fee prior to 07/01/2019	0.00%	\$	-
EDA Lease Management Fee as of 07/01/2019	4.92%	\$	177.12
TOTAL ESTIMATED COST FOR FY 2019/20		\$	3,777.12
Amount Previously Approved in Prior Agreement		\$	-
Amount in FY 2019/20 for New Amendment		\$	3,777.12
TOTAL COUNTY COST	0%	\$	-

Exhibit B

FY 2020/21 Lamb Canyon Water Tower Portion of Land in Beaumont

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

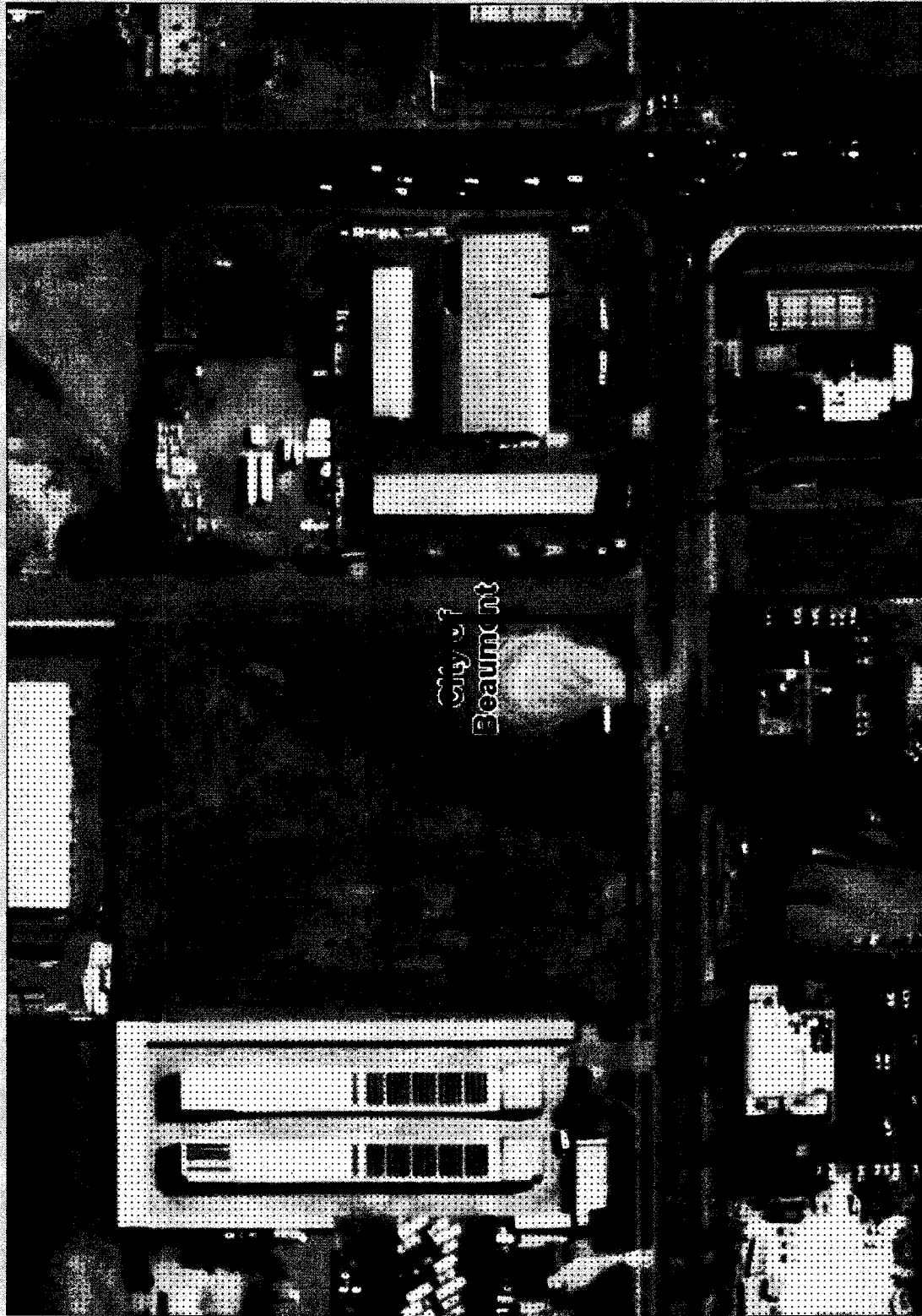
Lease Cost per Month (Jul-Jun)	\$	300.00	
Lease Cost per Month (Jul-Jun)	\$	300.00	
Total Lease Cost (Jul-Jun)	\$	-	
Total Lease Cost (Jul-Jun)	\$	3,600.00	
Total Estimated Lease Cost for FY 2020/21	\$	3,600.00	

Estimated Additional Costs:

EDA Lease Management Fee as of 07/01/2019	4.92%	\$	177.12
TOTAL ESTIMATED COST FOR FY 2020/21		\$	3,777.12
TOTAL COUNTY COST	0%	\$	-

F11 Total Cost		\$	7,554.24
F11 Total County Cost	0%	\$	-

Lamb Canyon Water Tower Lease



Legend

- Blue Line Streams
- City Areas
- World Street Map

Notes
District 5

"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.



REPORT PRINTED ON... 2/20/2019 7:45:53 AM

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

9/3/19 Date WB Initial

NOTICE OF EXEMPTION

February 21, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Lamb Canyon Landfill Water Tower Lease Agreement, Beaumont, Riverside County

Project Number: FM042131000300

Project Location: Northwest corner of Euclid and First intersection; west of Highway 79; Beaumont, CA 92223 California Assessor's Parcel Number (APN) 418-280-031 (See Attached Exhibit)

Description of Project: On December 1, 2008, the County of Riverside (County) entered into a lease agreement with Cherry Mobile Park on behalf of the Department of Waste Resources for a portion of land, approximately 30 feet by 40 feet, located near the northwest corner of Euclid Avenue and First Street in Beaumont, California. The leased portion of land is for the exclusive use of a water tower. The water tower is necessary for the operations of the nearby Lamb Canyon Landfill. The County is seeking to enter a new lease agreement for an additional two-year term for continued use of the land to operate the water tower as part of the operations of the Lamb Canyon Landfill. The Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The use of the site under the new Lease Agreement would occur in the same manner as with the existing use. The operation of the site as a water tower to support the Lamb Canyon Landfill will allow the Department of Waste Resources to continue to provide waste services and will not result in a change or a substantial expansion of existing use. 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, Department of Waste Resources, and Cherry Mobile Home Park

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.

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|-----------------------|------------------------|-------------------------------|-----------------------|
| Administration | Housing | Economic Development | Parking |
| Aviation | Housing Authority | Edward-Dean Museum | Project Management |
| Business Intelligence | Information Technology | Environmental Planning | Purchasing Group |
| Cultural Services | Maintenance | Fair & National Date Festival | Real Property |
| Community Services | Marketing | Foreign Trade | Redevelopment Agency |
| Custodial | | Graffiti Abatement | Workforce Development |

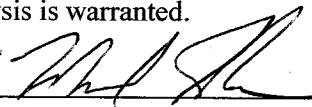
S:\Templates\EDA-006a-Letterhead-Color.doc

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 would the project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. 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 Lease Agreement, which allows for the continued use of a water tower to support the Lamb Canyon Landfill operations.

- **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 Lease Agreement for the use of a water tower on undeveloped land to support continued waste services at the Lamb Canyon Landfill. The use of the site would continue in the same manner as under the current lease and would not necessitate additional infrastructure or public services to serve the site; 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 Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. The continued use of the water tower on undeveloped land will support the provision of waste services being provided at the Lamb Canyon Landfill. No impacts beyond the ongoing, existing use of the site 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: _____

2/21/19

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Lamb Canyon Landfill Water Tower Lease Agreement, Beaumont,
Riverside County

Accounting String: 524830-47220-7200400000- FM042131000300

DATE: February 21, 2019

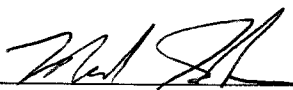
AGENCY: Riverside County Economic Development Agency

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: Candice Diaz, Real Property Agent II, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: February 21, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

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

Subject: County of Riverside Economic Development Agency Project # FM042131000300
Lamb Canyon Landfill Water Tower Lease Agreement, Beaumont, Riverside County

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 or email at msullivan@rivco.org.

Attachment

cc: file

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LEASE
(Lamb Canyon Landfill Water Tower
Beaumont, California)

Kenneth M. Fago, doing business as **CHERRY MOBILE PARK**, herein called "Lessor", leases to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, herein called "County", sometimes collectively referred to as "Parties".

1. Description. The premises leased hereby consist of approximately thirty (30) by forty (40) feet of unimproved real property, located near the northwest corner of Euclid Avenue and First Street in Riverside County, California, as more particularly described as "Lease area for Water Tower" and shown on Exhibit "A", attached hereto and by this reference made a part of this Lease.

2. Use.

(a) The premises are leased to County primarily for the purpose of a water tower, to be used for the operation of the Lamb Canyon Landfill.

(b) County shall have the exclusive possession of the leased premises and common usage of the driveways and other similar facilities maintained by Lessor for other tenants and the public. The premises shall be used exclusively for the purpose of the water tower. The County shall not dispose of any hazardous waste or any other waste materials on the subject premises.

3 Term.

(a) The term of this Lease shall be for a period of twenty four (24) months commencing as of July 1, 2019 and expiring June 31, 2021.

(b) Any holding over by County after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease unless any proposed changes are agreed upon in advanced and in writing by Lessor and County.

(c) County shall have the right of first refusal as to the renewal of this Lease at the expiration of said term on whatever terms and conditions Lessor may then offer. If no other offer is made within 10 days of the expiration of said term, the right of first refusal shall terminate.

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1 **4. Rent.** County shall pay the sum of three hundred dollars (\$300.00) per
2 month to Lessor as rent for the leased premises, payable, in advance, on the first day
3 of the month or as soon thereafter as a warrant can be issued in the normal course of
4 County's business.

5 **5. Maintenance.**

6 (a) The leased premises is vacant land and County has undertaken
7 its own investigation regarding suitability of the Property for its intended purpose.
8 Lessor makes no warranty regarding the suitability of the Property for that purpose. It
9 shall be County's sole responsibility to keep the leased premises in such good
10 condition, and in compliance with all federal, state, and local laws, ordinances, rules,
11 codes, and regulations including but not limited to fire, health, and safety.

12 (b) Notwithstanding the provisions contained in Paragraph 6(a)
13 herein, County shall be responsible for the maintenance of the leased premises.

14 **6. Improvements by County.**

15 (a) Any alterations, improvements or installation of fixtures to be
16 undertaken by County shall have the prior written consent of Lessor after County has
17 submitted plans for any such proposed alterations, improvements or fixtures to Lessor
18 in writing. Such consent shall not be unreasonably withheld by Lessor.

19 (b) All alterations and improvements made, and fixtures installed, by
20 County shall remain County property and may be removed by County at or prior to the
21 expiration of this Lease; provided, however, that such removal does not cause injury or
22 damage to the leased premises, or in the event it does, the premises shall be restored.

23 **7. Hold Harmless.** Except as otherwise provided herein, County
24 represents that it has inspected the Premises, accepts the condition and fully assumes
25 any and all risks incidental to the use thereof. County shall indemnify and hold Lessor,
its partners, employees, and agents (individually and collectively referred to as
"Indemnitees") free and harmless from any liability whatsoever, for property damage,
bodily injury, or death (County's employees included) or any other element of damage
of any kind or nature, related to premises, and County shall defend Indemnitees, at its
own expense, including attorney's fees and costs, in any legal action based upon such
alleged acts or omissions. With respect to any action or claim subject to

1 indemnification herein by County, County shall, at its sole cost, have the right to use
2 counsel of its own choice and shall have the right to adjust, settle, or compromise any
3 such action or claim without the prior herein. County's obligation hereunder shall be
4 satisfied with County has provided the Lessor the appropriate form of dismissal
5 relieving Indemnitees from any liability for the action or claim involved. The specified
6 insurance limits required in this Lease shall in no way limit or circumscribe County's
7 obligation to indemnify and hold harmless the Indemnitees herein from third party
8 claims.

8 **8. Insurance.**

9 **8.1 Lessor's Insurance.** Lessor shall procure and maintain or cause
10 to be maintained, at its sole cost and expense, the following insurance coverages
11 during the term of this Lease. As respects to the insurance section only, the County
12 herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and
13 Departments, their respective directors, officers, Board of Supervisors, employees,
14 elected or appointed officials, agents or representatives as Additional Insureds.

15 **8.1.1 Workers' Compensation:** If Lessor has employees as
16 defined by the State of California, they shall procure and maintain Workers'
17 Compensation Insurance, in full compliance with the Workers' Compensation and
18 Occupational Disease Laws of all authorities having jurisdiction over the Property.
19 Such policy shall include Employers' Liability (Coverage B) and Occupational Disease
20 coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per
21 occurrence. Policy shall provide a Waiver of Subrogation in favor of the County.

22 **8.1.2 Commercial General Liability:** Procure and maintain
23 comprehensive general liability insurance coverage that shall protect County from
24 claims for damages for personal injury, including, but not limited to, accidental and
25 wrongful death, as well as from claims for property damage, which may arise from
County's use of the Premises or the performance of its obligations hereunder, whether
such use or performance be by County, by any subcontractor, or by anyone employed
directly or indirectly by either of them. Policy shall also include fire and extended
coverage on the improvements, alterations and fixtures to be constructed and installed
upon the Premises in an amount not less than the full replacement value of such

1 improvements, alterations and fixtures. Such insurance shall name County as an
2 additional insured with respect to this Lease and the obligations of County hereunder.
3 It is the intent of the County to treat Lessor as an additional insured. Such insurance
4 shall provide for limits of not less than One Million Dollars (\$1,000,000) per
5 occurrence. If such insurance contains a general aggregate limit, it shall apply
6 separately to this agreement or be no less than two (2) times the occurrence limit.

7 **8.1.3** Vehicle Liability: If vehicles or mobile equipment are
8 used in the performance of the obligations under this Agreement, then Lessor shall
9 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
10 amount not less than \$1,000,000 per occurrence combined single limit. If such
11 insurance contains a general aggregate limit, it shall apply separately to this
12 agreement or be no less than two (2) times the occurrence limit. Policy shall name the
13 County as Additional Insureds.

14 **8.2** General Insurance Provisions - All lines:

15 **8.2.1** Any insurance carrier providing insurance
16 coverage hereunder shall be admitted to the State of California and have an A M
17 BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in
18 writing, by the County Risk Manager. If the County's Risk Manager waives a
19 requirement for a particular insurer such waiver is only valid for that specific insurer
20 and only for one policy term.

21 **8.2.2** The insurance requirements contained in
22 this Lease may be met with a program(s) of self-insurance. Lessor must declare its
23 insurance self-insured retention for each coverage required herein. If any such self-
24 insured retention exceeds \$500,000 per occurrence each such retention shall have the
25 prior written consent of the County Risk Manager before the commencement of
operations under this Lease. Upon notification of self-insured retention unacceptable
to the County, and at the election of the County's Risk Manager, Lessor's carriers shall
either; 1) reduce or eliminate such self-insured retention as respects this Lease with
the County, or 2) procure a bond which guarantees payment of losses and related
investigations, claims administration, and defense costs and expenses.

Exhibit A
Lamb Canyon Water Tower Lease

